



COLORADO
Department of Local Affairs
Division of Local Government

April 11, 2018

The Honorable Stan Martin
County Clerk and Recorder
Adams County
4430 South Adams County Parkway
Brighton, CO 80601

Dear Mr. Martin:

The Division of Local Government has issued the following Certificate of Organization after receiving the Intergovernmental Agreement establishing the Aerotropolis Regional Transportation Authority.

Section 43-4-603(1), C.R.S., requires us to

“...cause the certificate to be recorded in the real estate records in each county having territory included in the boundaries of the authority.”

By this letter, please record the enclosed Certificate of Organization and Intergovernmental Agreement establishing the Aerotropolis Regional Transportation Authority and provide us with proof of its recording.

Please do not hesitate to contact us, if we can be of any assistance in this matter.

Sincerely,

Scott Olene
Division of Local Government

SO/mv

Enclosures (2)





CERTIFICATE OF ORGANIZATION
OF THE
AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

The Director of the Division of Local Government in the Department of Local Affairs hereby certifies and states:

1. The organizing member governments of the County of Adams, City of Aurora, and Aerotropolis Area Coordinating Metropolitan District signed a contract on February 27, 2018 for the purposes of creation of a Regional Transportation Authority within their jurisdictions.
2. The same member governments completed required copies, notices and hearings required in consideration of a Regional Transportation Authority.
3. The member governments submitted questions regarding the formation to the voters of their jurisdictions on Tuesday, November 7th of 2017, and the questions have been certified as passed by the Municipal Clerk of the City of Aurora.

In accordance, the Aerotropolis Regional Transportation Authority is hereby duly organized and authorized to exercise the functions conferred to it pursuant to the provisions provided within the contract of organization and the laws pertaining to Regional Transportation Authorities in Colorado Revised Statutes Title 43, Article 4, Section 601 et seq.

Certified this 11 Day of APRIL, 2018

Max Math, Deputy Director
for
Chantal Unfug, Director
Division of Local Government



AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

February 28, 2018

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Division of Local Government
Colorado Department of Local Affairs
1313 Sherman St # 521
Denver, CO 80203

**FILING OF INTERGOVERNMENTAL AGREEMENT
PER C.R.S. §43-4-603**

Please accept for filing, the attached Intergovernmental Agreement among the Board of County Commissioners of the County of Adams, the City of Aurora, and the Aerotropolis Area Coordinating Metropolitan District Establishing The Aerotropolis Regional Transportation Authority, pursuant to Section 43-4-603 of the Regional Transportation Authority Law, C.R.S. 43-4-601 et seq.

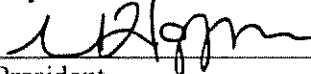
The Official Canvass of Votes for the Aerotropolis Regional Transportation Authority election held on November 7, 2017 is also attached.

Notice was provided to the Division of Local Government on October 20, 2017, in accordance with C.R.S. 43-4-614.

Please provide certification for recordation in the real estate records of Adams County, that the Authority has been duly organized.

If you have any questions, please contact me at the address below.

Aerotropolis Area Coordinating Metropolitan District

By:  _____
President

Aerotropolis Area Coordinating Metropolitan District
450 E. 17th Ave., Suite 400
Denver, CO 80203
(303) 592-4380

Enclosures

INTERGOVERNMENTAL AGREEMENT

AMONG

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY
OF ADAMS,

THE CITY OF AURORA

AND

THE AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT

ESTABLISHING

THE AEROTROPOLIS REGIONAL TRANSPORTATION
AUTHORITY

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EXHIBITS

A	Regional Transportation System
B	Boundaries
C	Ballot Questions
D	Capital Plan
E	Funding Sources

**ESTABLISHING AGREEMENT
FOR THE
AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY**

This Establishing Agreement (“Agreement”) is made and entered into as of February 27 2018, by and among the COUNTY OF ADAMS, a political subdivision of the State of Colorado, the CITY OF AURORA, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, and the AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, a political subdivision of the State of Colorado and quasi-municipal corporation (collectively, “Initial Members or Members”)

RECITALS

WHEREAS, the Colorado Aerotropolis Visioning Study (“Study”), funded by a Federal Highway Administration grant and completed in 2016, collaboratively engaged local jurisdictions to determine the land use and infrastructure requirements that could enhance economic development surrounding Denver International Airport (“DIA”);

WHEREAS, the Study describes the economic potential of areas surrounding DIA;

WHEREAS, the Study found an infrastructure framework for transportation is critical to fostering and supporting economic development surrounding DIA;

WHEREAS, the Study recommended the formation of a regional entity to make investments in regional infrastructure;

WHEREAS, the County participated in the Study;

WHEREAS, the County and the City believe strategic partnerships to proactively plan the funding, design, construction and operation of regional infrastructure to make additional land available for development will create favorable market conditions to attract new commercial activity and housing to support employment growth;

WHEREAS, current funding mechanisms are inadequate to improve the existing transportation infrastructure;

WHEREAS, pursuant to the Regional Transportation Authority Law, C.R.S. 43-4-601 et seq., as amended (the “Act”), Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain transportation systems;

WHEREAS, the Members support the orderly and planned extension of urban services;
and

WHEREAS, in furtherance of supporting the public interest and economic health of the region, the Members desire to create a separate legal entity to effectuate the goals of fostering and

supporting economic development through the expansion and creation of transportation improvements;

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals and the mutual covenants set forth below, the Members hereby agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. Unless otherwise defined in this Agreement, the words defined in Section 602 of the Act, when capitalized herein, shall have the meanings set forth in the Act and such definitions are incorporated herein. Terms shall, when capitalized, have the following meanings:

“Alternate Director” means any person appointed as an Alternate Director pursuant to Section 3.03 hereof.

“Authority” means the Aerotropolis Regional Transportation Authority.

“Ballot Question” means and includes each of the ballot questions in Exhibit C.

“Board” means the Board of Directors of the Authority.

“Bond” means any bond, note, loan, indebtedness, interim certificate, contract, reimbursement agreement, financial commitment, debt, or other obligation of the Authority.

“Boundaries” means the boundaries of the Authority as set forth in Exhibit B, attached hereto and incorporated herein, as such Exhibit may be amended from time-to-time in accordance with Article VII.

“Budgetary Covenant” means the covenant given herein by the City, the County and the District in Section 5.01 hereof, requiring the City Manager, County Manager or other officer charged with responsibility for preparation of the budget to prepare and submit annually to their respective Governing Bodies a request to include in the budget and appropriate the revenues generated by each funding source identified in Exhibit E for remittance to the Authority for the Regional Transportation System, provided that the decision whether to appropriate the funds annually as requested shall be within the sole discretion of the respective Governing Bodies.

“Capital Plan” means the detailed phasing plan and budget attached hereto as Exhibit D for the regional capital improvements to be funded by the Authority and incorporated into the Regional Transportation System, including the estimated costs associated with the planning, design, financing, permitting, construction, inspection and acceptance for maintenance of such improvements. The Capital Plan may be modified, amended or supplemented upon approval by

the Governing Body of each Member and the unanimous vote of the Board. No Bonds of the Authority shall be issued unless there is a Capital Plan in effect at the time of such issuance.

“City” means the City of Aurora, State of Colorado, a home rule municipal corporation and political subdivision of the State organized and operating pursuant to the constitution and the laws of the State of Colorado in the Counties of Adams, Arapahoe and Douglas.

“Construct” “Constructed” or “Construction” means the planning, designing, engineering, acquisition, installation, construction, reconstruction or financing, through the issuance of Bonds or otherwise, of regional transportation systems.

“County” means the County of Adams, a statutory political subdivision of the State of Colorado.

“Development Fees” means those fees of the City identified in Exhibit E.

“Director” means any person appointed as a Director pursuant to Section 3.02 hereof. Whenever the person appointed as a Member’s Director pursuant to Section 3.02 hereof is absent from a Board meeting, the term “Director” shall mean the Alternate Director, if any, appointed by such Member pursuant to Section 3.03 hereof.

“District” means the Aerotropolis Area Coordinating Metropolitan District, a political subdivision and quasi-municipal corporation of the State of Colorado.

“Division of Local Government” means the Division of Local Government in the State Department of Local Affairs.

“Governing Body” means, when used with respect to a Member, the city council, the board of commissioners or the board of directors, as appropriate, of such Member.

“Member” means (a) the Initial Members, (b) the State, if required by §603(5) of the Act, (c) any municipality, (d) any county, or (e) any Title 32 District that becomes a member of the Authority pursuant to Section 7.03 hereof.

“Officer” means the Chair, Vice Chair, Secretary, Treasurer or Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the Authority, paid or accrued, of operating, maintaining, and repairing any regional transportation system.

“Outstanding” means, as of any particular date, all Bonds or other obligations of the Authority which have been authorized, executed and delivered, *except* the following: (a) any Bond or other obligation cancelled by a paying agent, trustee or the Authority itself; (b) any Bond or other obligation held by or on behalf of the Authority; (c) any Bond or other obligation for the

payment or redemption of which moneys or direct obligations of, or obligations unconditionally guaranteed as to payment by, the United States of America sufficient (including the known minimum yield available for such purpose from such moneys or securities) to pay all debt service requirements of such Bonds or other obligations to their maturity or specified redemption date shall theretofore have been deposited in escrow or in trust with a trust bank for that purpose; or (d) any lost, destroyed or wrongfully taken Bond or other obligation for which another Bond or other obligations shall have been executed and delivered.

“Regional Transportation District” means the Regional Transportation District created and existing pursuant to Title 32, Article 9, C.R.S.

“Regional Transportation System” means those improvements identified on Exhibit A, as such Exhibit may be modified, supplemented and finalized in the Capital Plan or amended from time-to-time in accordance with Article VII, and provided that nothing in this Agreement shall provide the Authority with any form of jurisdiction or authority over the E-470 Public Highway, including any real or personal property or equipment, or interest therein, that is appurtenant or related to any property, improvement, or system that transports or conveys people or goods or permits people or goods to be transported or conveyed within a region by any means or that is financed, constructed, operated, or maintained in connection with the financing, construction, operation, or maintenance of any such property, improvement, or system. The term may also include such other highway, road, street, bus system, railroad, airport, gondola system, or mass transit system and any real or personal property or equipment, or interest therein, used in connection therewith hereafter approved by the Authority; any real or personal property or equipment, or interest therein, that is used to transport or convey gas, electricity, water, sewage, or information or that is used in connection with the transportation, conveyance, or provisions of any other utilities; and paving, grading, landscaping, curbs, gutters, culverts, sidewalks, bikeways, lighting, bridges, overpasses, underpasses, cross-roads, parkways, drainage facilities, mass transit lanes, park-and-ride facilities, toll collection facilities, service areas, and administrative or maintenance facilities.

“Rights-of-way” means and includes any right-of-way dedicated to the Authority, or to any of its Members, specifically for use as a part of the Regional Transportation System.

“Road and Bridge Mill Levy” means the property tax mill levy identified in Exhibit E and certified by the County annually to fund road and bridge construction projects.

“State” means the State of Colorado.

“System” means the “Regional Transportation System”, as may be expanded from time to time.

“Title 32 District” means a special district organized with street improvement, safety protection, or transportation powers under and as defined in Title 32, Article 1, C.R.S.

“Use Tax” means the City Use Tax identified in Exhibit E.

“Voter Approval” means approval by a majority of the votes cast by the registered electors residing within the Boundaries in favor of the particular ballot question, ballot issue or other election question.

ARTICLE II. ESTABLISHMENT OF THE AUTHORITY

- 2.01 Name. The Members hereby establish the Aerotropolis Regional Transportation Authority under the authority of the Act. The Authority shall be a separate political subdivision and body corporate of the State of Colorado, and shall possess all of the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate, unless restricted by Section 2.04 of this Agreement.
- 2.02 Purpose. The purpose of the Authority is to Construct, or cause to have Constructed, a Regional Transportation System within or outside the Boundaries of the Authority for the primary benefit of those residing or owning property within the Boundaries through the issuance of Bonds.
- 2.03 Powers. Unless otherwise limited by Section 2.04, the Authority shall have all power granted to it under the Act and Colorado State law, including all powers necessary or incidental to or implied from the specific powers granted therein.
- 2.04 Limitations. If any portion of the Regional Transportation System alters the physical structure of or negatively impacts the safe operation of any state or local transportation improvement, the Authority, at the request of the jurisdiction governing the impacted transportation improvement, shall enter into an intergovernmental agreement concerning the applicable portion of the System before commencing physical construction of that particular improvement to ensure coordinated transportation planning, efficient allocation of resources and the equitable sharing of costs. To avoid the duplication of effort, no mass transportation service shall be provided that is already provided by the Regional Transportation District without an intergovernmental agreement permitting such activity. To avoid negative impact to the E-470 Public Highway Authority and to ensure the safety of the traveling public, no portion of the Regional Transportation System shall be provided which is in any way connected to E-470 Public Highway without an intergovernmental agreement permitting such activity. In no event shall the Authority be authorized to impose motor vehicle registration fees or any tax without Voter Approval. Additionally, the Authority shall not impose a property tax within the Boundaries for collection in any year in which the District is imposing and allocating to a special fund, for appropriation pursuant to the Budgetary Covenant and payment to the Authority, an Aurora Regional Improvements Mill Levy. The Authority shall not use more than one percent of its gross revenues from sources identified in Exhibit E to cover administrative and maintenance expenses. Further, the Authority shall not impose a sales tax, create an improvement district, or impose any fee, rate, toll, charge or tax which is not identified in Exhibit E without unanimous consent of the Board.

- 2.05 Boundaries. The initial Boundaries of the Authority are described and illustrated in Exhibit B.
- 2.06 Creation. Each Member represents that, in executing this Agreement, it has held at least two public hearings on the subject of this Agreement in accordance with §603(3) of the Act, after notice and publication, and the Governing Body of such Member has duly authorized its execution, delivery and performance.
- 2.07 Voter Approval. The Members have submitted ballot questions attached hereto as Exhibit C to the registered electors residing within the Boundaries on November 7, 2017 and a majority of those voting approved such ballot questions.
- 2.08 Effective Date. The term of this Agreement shall begin when the following condition to the establishment of the Authority has been satisfied: (a) certification by the State of Colorado Department of Local Affairs, Division of Local Government pursuant to §603(1) of the Act.

ARTICLE III. ORGANIZATION OF THE AUTHORITY

- 3.01 Establishment. The Authority shall be governed by the Board. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority under the Act or other applicable law. Pursuant to the authorization provided in this Agreement, the Board may delegate any of its powers to any Director, Officer, employee or agent of the Authority.
- 3.02 Board of Directors. The Board shall be composed of five (5) directors, unless and until the Boundaries are expanded to include additional municipalities, counties or Title 32 Districts. Upon expansion of the Boundaries, the Members may agree to expand the Board to include additional Directors representing the included territory. The Board of Directors shall be initially be comprised of:
- (a) Two directors from the Governing Body of the County;
 - (b) Two directors from the Governing Body of the City; and
 - (c) One director from the District.
- 3.03 Alternate Directors. Each Member shall appoint one Alternate for each Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions or other action items whenever the person appointed as such Member's Director is absent from a Board meeting.
- 3.04 Appointment and Qualifications. As required by § 603(2)(b)(I) of the Act, each Director and the Alternate Director appointed by a Member shall both be members of the Governing Body of such Member and shall be appointed as a Director or Alternate Director by the

Governing Body of such Member. So long as the Director remains qualified, he or she may serve for so long as the Governing Body responsible for appointment of such Director desires.

- 3.05 Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the vacant office was originally filled pursuant to Section 3.02.
- 3.06 Compensation. Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such policies as may be established by the Board.
- 3.07 Officers. The Board shall, by a majority vote, elect or appoint the following officers upon its formation, and thereafter at its first meeting of each calendar year:
- (a) Chairperson. The Chairperson shall preside over all meetings of the Authority; execute, deliver, acknowledge, file and record on behalf of the Authority, such documents as may be required by this Agreement, the Act or other applicable law; and, perform all duties incident to the office of Chairperson and such other duties as may be prescribed from time to time by the Board. The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same Member.
 - (b) Vice-Chairperson. The Vice-Chairperson shall serve as Chairperson, in his or her absence or during his or her inability to act. The Vice-Chairperson shall have such other duties, powers and authority as may be prescribed by the Board. The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same Member.
 - (c) Secretary. The Secretary shall keep a written record of the minutes of all meetings, ensure that all notices required by law are duly given, shall serve as the custodian of Authority records, shall attest to documents as the need arises, and shall perform such other functions as may be prescribed by the Board. The Secretary may be an employee of the Board, an independent contractor, an employee of a Member or a volunteer. The offices of Chairperson, Vice-Chairperson and Secretary may not be held by the same person.
 - (d) Treasurer. The Treasurer shall, subject to policies established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf and undertake any other lawful activity delegated by the Board. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of

the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of public funds. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. The Treasurer may be an employee of the Board, an independent contractor, or a volunteer.

- 3.08 Insurance and Indemnification. The Authority shall insure and/or defend each Director, Officer and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and/or defend each Director, Officer and employee of the Authority for, from and against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct. The Authority's obligations pursuant to this Section shall be limited to funds of the Authority available for such purpose, including but not limited to insurance proceeds, and no Member shall be liable pursuant to this Agreement to provide any such insurance or indemnification.
- 3.09 Resignation and Removal. Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

ARTICLE IV. BOARD OF DIRECTORS

- 4.01 Powers. The Board of Directors shall have all power granted to it under the Act and Colorado State law, including all rights and powers necessary or incidental to or implied from the specific powers granted therein.
- 4.02 Voting. All official actions of the Board shall be taken by a motion or by a resolution. Except as otherwise provided herein, actions of the Board shall be approved upon the affirmative vote of at least a majority of the Directors then in office who are eligible to vote. A majority of the Board of Directors then in office who are eligible to vote shall constitute a quorum. No official action shall be taken by the Board unless a quorum is present at a meeting. Except as otherwise provided in this Agreement, any official action taken by the Board shall be approved by a simple majority of the Directors then in office who are eligible to vote and are present and voting.
- 4.03 Meetings. The Board shall meet no less than quarterly. Meetings will be held at the location as may from time to time be designated by the Board. Notice of meetings shall be posted in the locations established by the Board, in accordance with the Colorado Open Meetings Law, C.R.S. §24-6-401 *et seq.*

- 4.04 Notice. The Authority shall provide at least 24 hours' written notice of meetings to each Director and Alternate Director and to the Governing Body of each Member.
- 4.05 Ethics. Notwithstanding any other provision hereof, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with C.R.S. §§18-8-308 and 24-18-101 et seq., as amended. It is permissible for the Alternate Director to vote in place of any disqualified Director, provided that the Alternate Director shall be subject to disqualification under the same standards applicable to the disqualified Director.
- 4.06 Special Meetings. The Board may convene special meetings at the request of any Member upon notice as required by Section 4.04 hereof.
- 4.07 Policies and Procedures. The Board may adopt by Resolution, such bylaws, policies and procedures governing the conduct and activities of the Authority and the Board, including, but not limited to, location for placement of notices, meeting locations, conduct of meetings, matters relating to investment, budget and appropriation processes, the retention of employees or consultants, procurement practices, record retention, conflict of interest policies, term limitations and the delegation of responsibilities.
- 4.08 Approval of Regional Transportation System. The Governing Body of each Member expressly and affirmatively supports for Construction those Regional Transportation System improvements identified on Exhibit A, and agrees to accept the phasing established in Exhibit D for Construction of such Regional Transportation System improvements. Notwithstanding the above, no Construction shall commence until and unless the Regional Transportation System improvements are deemed by the Governing Body of each Member to be consistent with their respective master development plans, such construction is approved by all applicable governing jurisdictions and a Capital Plan with regard to such improvements is in effect.

ARTICLE V. FINANCIAL CONTRIBUTIONS

- 5.01 Cost Share. The City, the County and the District hereby adopt the Budgetary Covenant and agree that each will separately account for and allocate those revenues described in Exhibit E and collected within the Boundaries, for payment, subject to the Budgetary Covenant, to the Authority, as follows:
- (a) Each of the City, the County and the District shall credit such revenues, as received, to a separate special fund maintained by them, which revenues shall be separately accounted for in such special fund until they are either appropriated pursuant to the Budgetary Covenant or released and transferred to the respective general funds (or in the case of the County and to the extent applicable, the Road and Bridge Fund) of any Members whose Governing Bodies decline to so appropriate.

- (b) Any funds received by the Authority from appropriations made pursuant to paragraph (a) of this Section, or from the imposition of sales taxes by the Authority or the levy of property taxes by the Authority under the conditions contemplated by Section 2.04 hereof, shall be immediately credited to a separate special fund of the Authority to be known as the "Aerotropolis Regional Transportation Authority Income Fund" (the "Income Fund"). The Income Fund shall be used by the Authority solely for the purpose of paying principal of and interest on Bonds of the Authority issued for Construction of components of the Regional Transportation System or administrative and operations expenses to the extent permitted by Section 2.04. The Income Fund, together with any other funds or accounts of the Authority, shall be public funds for purposes of investments or deposits, and shall be subject to independent audit annually. All records of the Authority pertaining to the Income Fund shall be subject to public inspection to the fullest extent permitted by the laws of the State.
- (c) Any funds received by the Authority from other sources, including without limitation amounts received by the Authority from agreements with the Colorado Department of Transportation, the E-470 Public Highway Authority or other public or private entities relating to all or any portion of the Regional Transportation System shall be used either to fund Construction of the Regional Transportation System directly or applied to supplement the Income Fund and pledged as security for Bonds of the Authority.

5.02 Bonds. Bonds of the Authority shall be authorized, issued and sold in the manner provided in C.R.S. §43-4-609, as supplemented by the Supplemental Public Securities Act, Title 57, Article 1, Part 2, C.R.S., provided that (a) the issuance of Bonds shall require the unanimous vote of the Board; (b) the Bonds, including any refundings thereof, shall mature in not more than 40 years from the date of original issuance of such Bonds; (c) the Bonds shall clearly and conspicuously state on their face that they do not represent the debt, indebtedness or multiple fiscal year financial obligation of the Members; that they are secured solely by the funds actually received by the Authority, credited to the Income Fund and pledged by the Authority as security for the Bonds, and that any amounts of revenues that may be available to be appropriated by the Members of the Authority for credit to the Income Fund are subject in any event to the Budgetary Covenant until appropriated by the Governing Bodies of the Members in their sole discretion. Prior to the issuance of each series of Bonds, the Board shall receive and unanimously approve a plan of finance. The plan of finance shall at a minimum include (i) the debt service schedule for Outstanding Bonds, (ii) the projected dates of issuance, interest rates and amortization schedule for future Bonds, (iii) development absorption projections, (iv) projected administrative and operational costs of the Authority, (v) the projected costs of constructing the improvements described in Exhibit D to be financed by such series of Bonds and Bonds to be issued in the future, and (vi) evidence that the Outstanding Bonds and future Bonds can be repaid in full from the sources identified in Exhibit E and such other revenues which are available or reasonably expected to be available to the Authority.

5.03 Enterprise. The City and County agree in good faith to evaluate the ability to establish a transportation enterprise exempted from the provisions of Article X, Section 20 of the

Colorado Constitution to fund the Regional Transportation System constructed by the Authority.

**ARTICLE VI.
TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION**

- 6.01 Term. This Agreement shall be perpetual and continue in full force and effect until rescinded or terminated, but in no event before retirement or discharge of all Bonds or other obligations.
- 6.02 Termination. This Agreement shall terminate ninety (90) days following the completion of the Regional Transportation System and the date each Governing Body of all the Members unanimously agree in writing to terminate this Agreement; provided, however, that this Agreement may not be terminated so long as the Authority has any Bonds or other obligations Outstanding.
- 6.03 Distribution of Assets upon Termination. Upon termination of this Agreement pursuant to Section 6.02 hereof, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed, disposed of, or divided in the following manner:
- (a) The State of Colorado is ineligible for any distribution of property under this Section.
 - (b) Any real property interest or fixtures to real property shall become the property of the Member in whose jurisdiction such real estate or fixture is located. If property is located within multiple jurisdictions, the property shall become the property of the City.
 - (c) Any funds remaining in the Income Fund after the payment of the Bonds secured thereby, together with any earnings from the investment thereof shall be returned to the Members in proportion to their respective contributions.
 - (d) Any personal property not claimed by a Member shall be liquidated at auction, and the proceeds from such sale shall be combined with any cash in the Authority's accounts.
 - (e) Any cash or other monetary assets other than funds in the Income Fund shall be divided among the Members in proportion to their respective operation and maintenance responsibilities for the components of the System, as calculated by determining the square footage of improvements completed.
 - (f) Any other property not addressed above shall be distributed to one or more Members, as the Board determines, prior to termination of the Authority.

**ARTICLE VII.
AMENDMENTS**

- 7.01 Amendment of Agreement. This Agreement may be amended only with the consent of the Governing Bodies and the unanimous approval of the Board; except for the Boundaries which shall be amended in accordance with Section 7.02 below.
- 7.02 Amendment of Boundaries. Exhibit B and the definition of “Boundaries” may be amended by the Board in accordance with § 605(2)(a) of the Act; provided, in no event shall property be excluded while Bonds are Outstanding.
- 7.03 Addition of Members. Any public entity falling within the definition of “Member” with jurisdictional boundaries that overlap the Boundaries of the Authority may request to become a member of the Authority. In no event shall an additional municipality, Title 32 District or county become a party to this Agreement without the unanimous consent of the then existing Members.
- 7.04 Withdrawal of Members. In no event may a party withdraw from this Agreement if such withdrawal (a) would result in fewer members than one (1) county and one (1) municipality, two (2) municipalities, or two (2) counties, or (b) would be effective while any Bonds remained Outstanding or (c) would be effective prior to completion of Construction of the Regional Transportation System as described in the then-effective Capital Plan. In the absence of such circumstances, any Member of this Agreement may terminate its participation in the Authority by passage of a resolution by its Governing Body.

**ARTICLE VIII.
MISCELLANEOUS**

- 8.01 Ownership and Maintenance. The Regional Transportation System improvements will be conveyed to the appropriate governing jurisdiction, regardless of whether such jurisdiction is a Member of the Authority, responsible for similarly situated improvements for ownership, operation, maintenance, repair and replacement. In the event there is uncertainty in regard to ownership and maintenance responsibility, the Members shall determine the entity responsible for ownership, but in no event shall the Authority retain ownership after expiration of any applicable warranty period.
- 8.02 Regional Cooperation. The Members shall cooperate, and in partnership with other applicable governing jurisdictions, determine the location and design of the Regional Transportation System.
- 8.03 Guarantees. Any Member constructing the Regional Transportation System shall not be required to provide security or collateral guaranteeing completion of such System improvements if: (a) the funding is available and has been restricted for such purpose; and (b) performance, payment and warranty bonds or other surety, in an amount and form

acceptable to the Authority, guaranteeing the completion of the Infrastructure, have been filed with the Authority or the Member entity.

8.04 Third Party Beneficiaries. Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Members any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Members.

8.05 Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

8.06 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

WITNESS the signatures of the authorized representatives to the Parties to this Agreement, as set forth below:

COUNTY OF ADAMS

By: Mary Hodge
Name: Mary Hodge
Title: Chair

APPROVED AS TO FORM
COUNTY ATTORNEY



CITY OF AURORA

By: Stephen D. Hoggan
Name: Stephen D. Hoggan
Title: Mayor

APPROVED AS TO FORM



CITY ATTORNEY

THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

By: Matthew Hopper
Name: MATTHEW HOPPER
Title: PRESIDENT

ATTEST:



TITLE: SECRETARY

EXHIBIT A

REGIONAL TRANSPORTATION SYSTEM

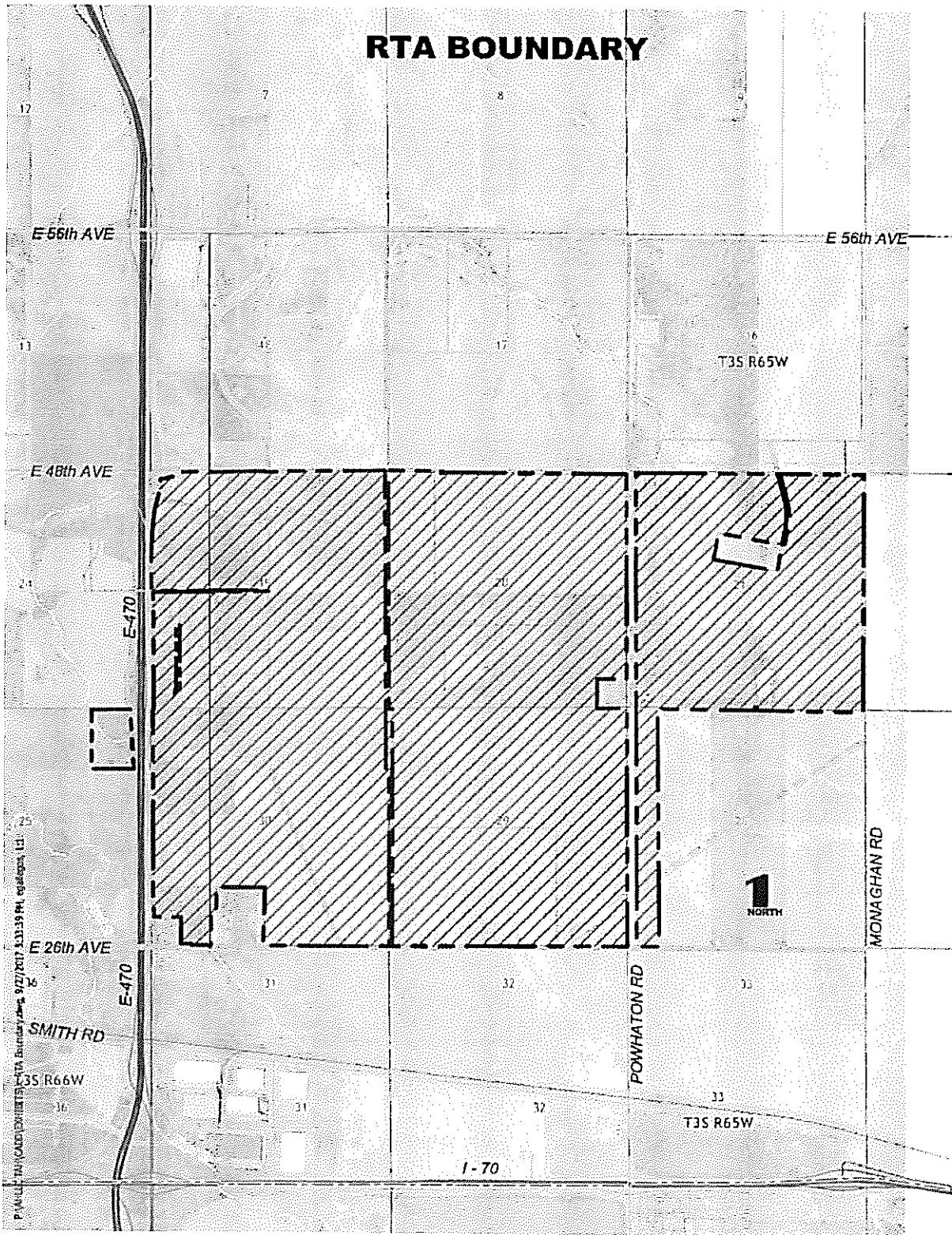
E470/38 th /The Aurora Highlands Pkwy Interchange - Full interchange design and build of diamond interchange along with frontage roads to and from 48 th .
I-70/Harvest/Powhatan Interchange - Full interchange design and build of diamond interchange at Harvest along with frontage roads to and from Powhatan in the interim.
38 th Avenue (E470 to Himalaya) – full section improvements - 4 lane arterial along with regional drainage crossings, traffic control and multimodal/bike boulevard.
Harvest/Powhatan Interconnect (I-70 to 56 th Avenue) – full section improvements - 6 lane limited access principal arterial along with regional drainage crossings, traffic control and multimodal (ped/bike) path and UPRR grade separation.
48 th Avenue (E470 to Powhatan) - full section improvements - 6 lane arterial along with regional drainage crossings, traffic control, multimodal (ped/bike) path and E470 overpass upgrade.
26 th Avenue (E470 to Powhatan) – full section improvements - 4 lane arterial along with regional drainage crossings/conveyance and traffic control.
Gun Club/Aura Boulevard/Main Street (26 th to 56 th) – full section improvements - 4 lane arterial along with regional drainage crossings/conveyance, traffic control and multimodal (ped/bike) path.
The Aurora Highlands Parkway (Interconnect to 38 th /E470 Interchange) – full section improvements - 4 lane arterial separated by major drainageway along with regional drainage crossings/conveyance, traffic control and multimodal/bike boulevard. Only constructed with approval of the E-470 Board of Directors.
Picadilly Interchange – Full Interchange Design

EXHIBIT B

BOUNDARIES

[see attached one page]

RTA BOUNDARY



PLAN - TAYLOR COUNTY, MISSOURI - RTA Boundary - Aug. 9/27/2011 5:33:39 PM - epld@pld.com 1:11

EXHIBIT C

BALLOT QUESTIONS

BALLOT QUESTION A - PROPERTY TAX OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY TAXES BE INCREASED \$500,000 IN FISCAL YEAR 2019 AND BY WHATEVER AMOUNTS ARE RAISED IN EACH SUBSEQUENT FISCAL YEAR, BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR AT A RATE NOT TO EXCEED FIVE (5) MILLS AND WITHOUT LIMITATION AS TO AMOUNT OR ANY OTHER CONDITION, FOR THE PURPOSES OF SUCH AUTHORITY, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY IN FISCAL YEAR 2019 AND EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION AND LAWS OF COLORADO NOW OR HEREAFTER IN EFFECT, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

BALLOT QUESTION B - SALES TAX OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY TAXES BE INCREASED \$500,000 IN FISCAL YEAR 2018 AND BY WHATEVER AMOUNTS ARE RAISED IN EACH SUBSEQUENT FISCAL YEAR, BY THE IMPOSITION OF A SALES TAX AT THE RATE OF 1.00% IN THE MANNER AUTHORIZED BY THE REGIONAL TRANSPORTATION AUTHORITY LAW, PART 6 OF ARTICLE 4, TITLE 43, COLORADO REVISED STATUTES, FOR THE PURPOSES OF SUCH AUTHORITY, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY IN FISCAL YEAR 2018 AND EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION AND LAWS OF COLORADO NOW OR HEREAFTER IN EFFECT, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

BALLOT QUESTION C - REVENUE CHANGE FOR AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BE AUTHORIZED TO COLLECT, RETAIN AND SPEND THE FULL AMOUNT OF ALL TAXES, FEES, CHARGES, GRANTS, INTERGOVERNMENTAL PAYMENTS OR OTHER REVENUES, FROM WHATEVER SOURCE DERIVED, DURING FISCAL YEAR 2018 AND

EACH FISCAL YEAR THEREAFTER, SUCH AMOUNTS TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUE THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

BALLOT QUESTION D - BONDS OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY DEBT BE INCREASED \$600,000,000 WITH A REPAYMENT COST OF \$1,800,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, BY THE ISSUANCE OF REVENUE BONDS OR OTHER OBLIGATIONS OF THE AUTHORITY, WHICH BONDS OR OTHER OBLIGATIONS MAY BE REFUNDED IN WHOLE OR IN PART AT RATES EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED OBLIGATIONS, ALL FOR THE PURPOSE OF DEFRAYING THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING REGIONAL TRANSPORTATION IMPROVEMENTS AND APPURTENANT FACILITIES, EQUIPMENT, LAND AND EASEMENTS AND EXTENSIONS AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 9.00% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED AT ONE TIME OR FROM TIME TO TIME AND TO BE SECURED AND PAID FROM SUCH FUNDS AND REVENUES OF THE AUTHORITY AS AUTHORIZED BY THE INTERGOVERNMENTAL AGREEMENT PURSUANT TO WHICH THE AUTHORITY IS ORGANIZED, AND SHALL THE PROCEEDS OF ANY SUCH DEBT, ANY REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON BE COLLECTED, KEPT AND SPENT BY THE AUTHORITY AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

BALLOT QUESTION E - FORMATION OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BY INTERGOVERNMENTAL AGREEMENT

SHALL THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BE FORMED BY INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF AURORA, ADAMS COUNTY AND THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, FOR THE PURPOSE OF PROVIDING REGIONAL TRANSPORTATION IMPROVEMENTS WITHIN THE AREA GENERALLY BOUNDED BY EAST 56TH

AVENUE ON THE NORTH, POWHATON ROAD ON THE EAST, INTERSTATE 70 ON THE SOUTH, AND THE E-470 HIGHWAY ON THE WEST, AS SUCH AREA MAY BE INCREASED OR REDUCED?

EXHIBIT D

CAPITAL PLAN

[see attached one page]

Exhibit D - Phasing Plan

February 5, 2016

Project	Description/RTA Portion	Total Cost	RTA Total	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
A	48th Avenue E 47th to 50th Drive E 47th to 50th Drive	4,929,240	2,718,944																			
B	48th Avenue Club Club to Harvest	4,082,500	2,138,676																			
C	48th Avenue Harvest to Powertrain	12,189,720	4,283,792																			
D	50th Avenue Harvest to E47D E 47th to Harvest, E 47th to E 47D	14,831,480	14,437,700																			
E	50th Avenue Harvest to E47D E 47th to Harvest, E 47th to E 47D	8,038,400	8,038,400																			
F	50th Avenue E47D to Main Street E 47th to Harvest, E 47th to E 47D	2,674,800	2,674,800																			
G	50th Avenue Main St to Auto Blvd E 47th to Harvest, E 47th to E 47D	7,344,760	2,000,404																			
H	50th Avenue Auto Blvd to Powertrain E 47th to Harvest, E 47th to E 47D	26,749,400	2,159,160																			
I	50th Avenue E47D to Main Street E 47th to Harvest, E 47th to E 47D	2,218,240	1,120,584																			
J	50th Avenue Main Street to Harvest E 47th to Harvest, E 47th to E 47D	9,030,720	2,376,768																			
K	50th Avenue Harvest to Powertrain E 47th to Harvest, E 47th to E 47D	14,530,560	5,665,616																			
L	Powertrain Road E 47th to 49th E 47th to Harvest, E 47th to E 47D	15,928,000	12,301,200																			
M	Powertrain Road 49th to 45th E 47th to Harvest, E 47th to E 47D	12,053,000	10,835,800																			
N	Powertrain Road 45th to 50th E 47th to Harvest, E 47th to E 47D	25,930,000	16,848,000																			
O	5470th Interchange Interchange 100%	24,000,000	24,000,000																			
P	5470th Interchange Interchange 100%	38,000,000	38,000,000																			
Q	Powertrain-570 Int Interchange 100%	6,000,000	6,000,000																			
R	5470th Interchange Interchange 100%	48,440,000	2,471,000																			
				1,076,757	8,494,349	266,500	1,219,000	2,350,272	45,300,250	20,738,762	16,210,876	2,710,070	2,257,000	15,072,000	14,161,379	10,078,200	14,161,379	10,078,200	14,161,379	10,078,200	14,161,379	
				2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000	2,000,000,000

EXHIBIT E

FUNDING SOURCES

Revenues subject to allocation (from within boundaries only):

City Revenues

100% of City Use Tax on Construction Materials at the current rate, but excluding the 0.25% use tax dedicated to increased staffing of the City police department and operation and maintenance of the City detention facility

100% of the City Transportation Impact Fee for Residential Development at the rate in effect at the time of payment

County Revenues

50% of County General Fund Property Tax

100% of County Road and Bridge Fund Tax

Authority Revenues from Levy by District or Authority

100% of a Mill Levy of 5.00 mills on all taxable real property through the District's imposition of the Aurora Regional Mill Levy, provided that if such Regional Mill Levy is not imposed, the Authority shall levy up to 5.00 mills in its place