

AURORA HIGH POINT AT DIA METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898

Tel: (303) 987-0835

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NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Andrew Klein	President	2023/May 2023
Kevin Smith	Treasurer	2023/May 2023
Otis Moore, III	Assistant Secretary	2022/May 2022
Theodore Laudick	Assistant Secretary	2022/May 2022
Mark Witkiewicz	Assistant Secretary	2023/May 2022
Ann Finn	Secretary	

DATE: October 12, 2021

TIME: 1:00 P.M.

PLACE: ***DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY CONFERENCE CALL WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE CALL IN TO THE CONFERENCE BRIDGE AT 1-877-261-8991 AND WHEN PROMPTED, DIAL IN THE PASSCODE OF 6168588.***

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest.

- B. Confirm quorum, location of meeting and posting of meeting notices. Approve agenda.

II. PUBLIC COMMENTS

- A. Members of the public may express their view to the Board on matters that affect the District. Comments will be limited to three (3) minutes.

III. CAPITAL PROJECTS

A. Discuss status of the capital improvements projects:

1. Discuss the status of the High Point 66th & 67th Ave. Improvement Project.

a. Review Bids.

b. Award Contract.

c. Authorize the issuance of the Notice of Award and Notice to Proceed.

d. Approve Construction Contract with the contractor.

IV. OTHER BUSINESS

A. Discuss approval of Termination Agreement for Facilities Funding, Construction, and Operation Agreement solely as to Colorado International Center Metropolitan District No. 7 and Colorado International Center Metropolitan District No. 11 (enclosure).

B. Discuss approval of Overlap Consent Agreement with East Cherry Creek Valley Water and Sanitation District.

V. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 25, 2021 – BUDGET HEARING**

**TERMINATION OF FACILITIES FUNDING, CONSTRUCTION AND OPERATION
AGREEMENT AS TO COLORADO INTERNATIONAL CENTER METROPOLITAN
DISTRICT NO. 7 AND COLORADO INTERNATIONAL CENTER METROPOLITAN
DISTRICT NO. 11**

This **TERMINATION OF FACILITIES FUNDING, CONSTRUCTION and OPERATION AGREEMENT AS TO COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7 AND COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11** (this “**Termination Agreement**”) is made and entered into effective this ____ day of October, 2021, by and between **AURORA HIGH POINT AT DIA METROPOLITAN DISTRICT, COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 4, COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 5, COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 6, COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7 (“District No. 7”), COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 8, COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 9, COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 10, and COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11 (“District No. 11”),** all quasi-municipal corporations and political subdivisions of the State of Colorado (the “**Districts**” or “**Parties**”).

RECITALS

A. The Districts entered into a Facilities Funding, Construction and Operation Agreement, dated January 21, 2005, as amended by that First Amendment to Facilities Funding, Construction and Operation Agreement, dated July 27, 2006 (collectively, the “**FFCOA**”).

B. The Boards of Directors for District No. 7 and District No. 11 have determined that, for efficiency and effectiveness in the provision of services and the construction, installation, operation and maintenance of certain public improvements that benefit District No. 7 and District No. 11 (the “**Public Improvements**”), District No. 7 should be responsible for coordinating the construction, design, financing and operation and maintenance of the Public Improvements.

C. Therefore, District No. 7 and District No. 11 intend to enter into a master intergovernmental agreement (the “**Master IGA**”) reflecting the agreements between District No. 7 and District No. 11 that District No. 7 will own (subject to transfer to other governmental entities or authorities), acquire, operate, maintain, finance, and construct the Pubic Improvements, and that District No. 11 will contribute to the costs of construction, operation, management and maintenance of the Public Improvements as may be owned, operated, maintained, financed and constructed by District No. 7.

D. It is anticipated that District No. 7 will issue bonds or other financial obligations to, in part, finance the Public Improvements (the “**District Bonds**”) and that District No. 7 and District No. 11 will enter into a capital pledge agreement (the “**Capital Pledge Agreement**”) whereby

District No. 11 will agree to impose certain mill levies and pledge the revenues derived therefrom to repay the District Bonds and other financial obligations of District No. 7 as further set forth in the Capital Pledge Agreement and the Master IGA.

E. District No. 7 and District No. 11 desire to terminate their participation in the FFCOA.

F. There are no outstanding obligations of District No. 7 or District No. 11 under the FFCOA.

G. The Board of Directors of each of the Districts has determined that it is in the best interest of their respective Districts to terminate District No. 7 and District No. 11's participation in the FFCOA.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants hereinafter set forth, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Termination. The Parties agree to waive application of the one-year written notice provision in Section 8.4 of the FFCOA for purposes of this Termination Agreement. The Parties agree that District No. 7 and District No. 11's participation in the FFCOA is hereby terminated and is of no further force or effect, as of the effective date of this Termination Agreement. All references in the FFCOA to District No. 7 and District No. 11 are hereby deleted.

2. Acknowledgement of No Pending Obligations. The Parties acknowledge that neither District No. 7 nor District No. 11 have any outstanding obligations due or owing under the FFCOA, including payment of any Total Capital Costs and Operations and Maintenance Costs as pursuant to Section 8.4(a) of the FFCOA. The Parties further acknowledge that Aurora High Point at DIA Metropolitan District, as the Management District under the FFCOA, has no outstanding obligations due or owing under the FFCOA to District No. 7 and District No. 11, including any and all transfers under Section 8.4(b) of the FFCOA.

3. Representations. Each Party represents that it has not transferred, assigned, or granted to any other party any rights or obligations under the FFCOA.

4. Release. The Parties hereby release each other from any and all liabilities, obligations, or duties that may have arisen or have been contemplated by the FFCOA. Each Party agrees not to make any claim against the other Party with respect to the FFCOA or the performance or non-performance of any covenant or condition contained within or contemplated by the FFCOA.

5. Binding Effect. This Termination Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the date first set forth above.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Districts have executed this Termination Agreement to be effective as of the day and year first above written.

**AURORA HIGH POINT AT DIA
METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

Attest:

Secretary

**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 4**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

Attest:

Secretary

**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 5**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

Attest:

Secretary

**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 6**, a quasi-
municipal corporation and political subdivision of
the State of Colorado

By: _____
President

Attest:

Secretary

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

By: _____
President

Attest:

Secretary

**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 8**, a quasi-
municipal corporation and political subdivision of
the State of Colorado

By: _____
President

Attest:

Secretary

**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 9**, a quasi-
municipal corporation and political subdivision of
the State of Colorado

By: _____
President

Attest:

Secretary

**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 10**, a quasi-
municipal corporation and political subdivision of
the State of Colorado

By: _____
President

Attest:

Secretary

**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 11**, a quasi-
municipal corporation and political subdivision of
the State of Colorado

By: _____
President

Attest:

Secretary