

**MANAGEMENT AND FINANCE POLICY COMMITTEE (M&F)  
MEETING**

**TUESDAY, August 27, 2019**

**2:30 PM, Aurora Room, Aurora Municipal Center**

Council Member Gruber, Chair

Council Member Lawson, Vice Chair

Council Member Richardson

Deputy City Manager Michelle Wolfe

Finance Director Terri Velasquez

The Management and Finance Committee oversees the following Council goal and objectives:

**PROVIDE A WELL-MANAGED AND FINANCIALLY STRONG CITY**

- Ensure the delivery of high quality services to residents in an efficient and cost effective manner.
- Maintain superior financial reporting, financial controls, appropriate reserves, budgeting financial management, and transparency, and invest in capital and infrastructure to support efficient and effective long-term provision of services.
- Maintain a high financial credit (bond) rating, maintain debt policies and debt practices that allow the assessment of appropriate debt levels, and periodically review debt and debt service to minimize costs.
- Provide appropriate stewardship of natural resources to ensure long-term sustainability for the city.

**1. APPROVAL OF July 23, 2019 DRAFT MINUTES**

**2. CONSENT ITEMS**

- **Sales Tax Chart**

Presenter: Greg Hays, Budget Officer

**3. 2020 SERVICE FEES**

Presenter: Greg Hays, Budget Officer (15 minutes)

**4. SADDLE ROCK SOUTH METRO DISTRICT #1 DISSOLUTION**

Presenter: Mark Geyer, General Management (5 minutes)

**5. TOWER BUSINESS IMPROVEMENT DISTRICT**

Presenter: Jacob Cox, General Management (10 minutes)

**6. TOWER METRO DISTRICT SERVICE PLAN AMENDMENT**

Presenter: Jacob Cox, General Management (10 minutes)

**7. CAREER SERVICE COMMISSION UPDATE**

Presenter: Pat Sylvester, Human Resources (10 minutes)

**8. ELECTION COMMISSION UPDATE**

Presenter: Stephen Ruger, General Management (10 minutes)

**9. OVERVIEW OF ELECTRIC VEHICLE PROGRAM**

Presenter: Michael Lawson, General Management (10 minutes)

**10. GERP UPDATE**

Presenter: Terri Velasquez, Finance and  
Steve Shanks, GERP Administrator (10 minutes)

**11. WATER PREPAY**

Presenter: Mike Shannon, Debt and Treasury Manager (10 minutes)

**12. MISCELLANEOUS MATTERS FOR CONSIDERATION**

- Next meeting is on September 24 at 2:30 pm., Ponderosa Conference Room

*Total projected meeting time: 90 minutes*

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**MANAGEMENT AND FINANCE POLICY COMMITTEE**

July 23, 2019

Members Present: Council Member David Gruber – Chair, Council Member Angela Lawson – Vice Chair, and Council Member Charlie Richardson - Member

Others Present: City Manager Jim Twombly, T. Velasquez, A. Jeffress, G. Hays, D. Giordano, N. Wishmeyer, M. Shannon, W. Sommer, H. Hernandez, T. Vaughn, L. Center, C. Toth, A. Jamison, C. Cox, D. Bates, K. Beck, L. Schmidt, P. Klemme, S. VanBuren, M. Crews, J. Moroney, J. Hansen, R. Lucy, M. Ardan, S. Walsh, M. Szarmach, K. Kramer, M. Proser, and T. Hoyle

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**MINUTES**

May 28, 2019 minutes and June 25, 2019 informal minutes were approved.

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**CONSENT ITEMS****Sales Tax Chart**

May of 2019 was 7.7 percent higher than April of 2018.

Council Member Richardson inquired when the City would begin supplementing the contribution rate to the Aurora Police Money Purchase Plan.

Council Member Gruber said it's up for discussion at the September 28<sup>th</sup> Budget Workshop.

**Outcome**

The Committee thanked staff.

**Follow-up Action**

No follow-up needed.

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**2018 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)****Summary of Issue and Discussion**

BKD was present and provided the overview and recommendations that resulted from the 2018 financial statement audit.

The 2018 Comprehensive Annual Financial Report (CAFR) received an unmodified, or "clean" opinion from the auditors. The 2018 Single Audit of federal grants also received a clean, unmodified opinion.

The 2017 CAFR received the GFOA Certificate of Achievement for Excellence in Financial Reporting. In the opinion of staff and the auditors, 2018 CAFR also qualifies for the national GFOA award. A link to the 2018 CAFR and the 2018 Single Audit has been placed on the city's internet page.

BKD, LLP Management Letter and required audit communication to the Management and Finance Committee (Board Report): This report is provided for an overall review of the audit and to bring attention to control issues or any reportable items encountered by the auditors during the course of the audit. Detail schedules of unrecorded audit adjustments and a copy of the representation letter provided by management to the auditors were also included in this report.

The BKD, LLP auditors identified two significant deficiencies and one other matter, and their recommendations concerning these items were shared. City Management has responded to the recommendations in the Corrective Action Plan and the 2018 Audit recommendations document. Management has begun the process of implementing the recommendations and a final implementation status will be presented to the Committee in 2020.

Council Member Gruber brought up that the City has approved oil and gas operator agreements. In some of those area's the City will be taking over ownership of those public roads. He wondered if the City would have ownership of the mineral rights that's underneath the roads as another source of revenue. T. Velasquez said she would follow-up with Legal on the ownership of mineral rights.

Council Member Lawson asked what had prompted the audit. Marcella Ardan, BKD Director, said it's a statutory requirement that all municipalities and government entities have an audit on their financial statements. Chris Telly, BKD Partner added, the scope of the audit wasn't specific to the areas of deficiency, they're just part of the overall financial statements audit and the CAFR itself.

Council Member Gruber mentioned that there's been a recent change in the reporting structure which the CFO will now report to the City Manager. Do they see that as a positive step regards to the findings of the audit? C. Telly said yes, although we didn't see the prior structure as being an issue.

Council Member Gruber noted, concerning the quantitative analysis in the Board Report, most were less than 1% but the General Fund had a negative 3% which he thought was large. M. Ardan stated that 5% is the threshold, so they didn't perceive it as a significant amount to call for attention.

Council Member Richardson mentioned that he wished that the Government Finance Officers Association (GFOA) award was more meaningful. C. Telly said he's seen CAFR's that weren't awarded the GFOA certificate. It's noteworthy that the City has received the award for 32 years in a row and that its unquestionably commendable.

As a follow up Terri Velasquez provided the following information on the GFOA CAFR and Budget award programs.



	Number of US Cities*	City GFOA Members*	Award Winners	As % of US Cities	As % of GFOA Members
Distinguished Budget Award	4,091	2,562	1,085	27%	42%
CAFR Certificate of Achievement	4,091	2,562	2,100	51%	82%

\*With population over 10,000

### Outcome

The Committee thanked staff.

### Follow-up Action

No follow up is necessary as this item was informational only.

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## **CIGARETTE TAX REMOVE SALES TAX EXEMPTION**

### Summary of Issue and Discussion

At the City Council Spring Workshop on April 27th, 2019 the City Council indicated that a majority supported the consideration of the elimination of the exemption of sales tax on cigarettes.

This item was presented at the City Council Study Session on June 27th. A majority of City Council requested that it be presented to the Management and Finance Committee.

The City of Aurora exempted cigarettes from sales and use tax on tangible personal property in 1963 as the state applied excise tax to the product and provided revenue sharing from the excise tax. The state prohibited the revenue sharing if the city were to collect sales tax on cigarettes. With the passage of house bill 19-1033, the state removed the prohibition of the collection of sales tax to receive the revenue sharing of the excise tax. Passage of house bill 19-1033 removes the prohibition on the collection of sales tax by municipalities that receive a share of the state excise tax allocated to local governments. The state allocates 27% of the 20 cents per pack cigarette tax to local governments. As a result of the law change, four cities previously excluded from the revenue sharing will now receive a sharing of the revenue. This will result in a decrease of the sharing revenue provided to Aurora. Additionally, the 20 cents per pack is not an ad valorem tax similar to sales tax, therefore this tax does not maintain pace with inflation. The estimated revenue from the state revenue sharing is \$633,713 in 2019. Demand for cigarettes has also decreased this amount, as the city received \$833,000 from the state in 1999. The removal of the cigarette tax exemption is anticipated to generate up to approximately \$2.3 million. The net revenue increase will be less than 1% of the City's sales and use tax collections of \$236.9 million, and less than .5% of total General Fund tax revenues.

The state of Colorado eliminated the cigarette sales tax exemption in 2009 and RTD and SCFD eliminated the exemption in 2013. The City's sales and use tax is levied on tangible personal property and therefore removal of the exemption is not a new tax. Additionally, removal of the exemption would further simplify the administrative burden of the tax code for retailers as the City would apply sales tax to cigarettes with all other forms of tobacco products that are currently taxed. While there will be a revenue increase of less than 1% of total sales and use tax and less than .5% of total General Fund tax revenues, this increase is more than offset by revenue losses from other simplification actions taken by City Council action over the years in exempting various items from sales tax that are also exempted from state sales tax. Notable examples of these exemptions include the following;

- Food for home consumption
- On premise short-term rentals of tangible personal property
- Sales of precious metal bullion and collector coins
- Internet access services
- Sales to charitable organizations
- Sales to governments
- Sales to agricultural producers
- Manufacturing equipment
- Prescription drugs
- Prosthetic devices
- Insulin

The effective date of the ordinance will be December 1, 2019. This will allow for a full year of collections in 2020. Retailers will be notified as soon as possible upon final approval of the ordinance. Notification will be done via mailers and web messages through the City's tax portal.

Council Member Gruber commented that during the discussion at Study Session, Council Member Hilltz had mentioned some concerns. T. Velazquez said after Study Session she reached out and asked if anyone had questions or concerns, but no one responded back to her.

Council Member Richardson responded, we have people attending that probably could voice those concerns. Sean Walsh representing Altria and Ken Kramer and Mary Zarmack representing Smoker Friendly introduced themselves.

Ken Kramer expressed that he was a part of the rule making on House Bill 19-1033. He believed that Aurora's interpretation of the law is not correct. There were some changes made to that statute this past legislative session to concede some powers back to the municipalities however, taxing was not one of them. The reason theoretically is that the state wouldn't share cigarette tax money with municipalities that receive their own tax off cigarettes. The legislative history in the drafting of the bill that was passed had three words, that specifically prohibited municipalities from imposing fees, licenses or taxes. In Section 5 of HB 19-1033, the words fees and licenses were stricken in the sentence but not the word taxes. Additionally, the section on attempting to impose taxes was struck so that a municipality could now place a tax issue on the ballot and receive the shareback if the issue failed.

H. Hernandez responded, he only agrees to the extent that the word fees and licenses were stricken from the sentence. Additionally, the entire statute needs to be read as it states taxes on any person as a condition for engaging in the business of selling cigarettes. This entire description does not describe sales taxes and alternatively describes occupation taxes. Additionally, this is not a new tax that needs to go before the voters, it is a sales and use tax that exists. Cigarettes are a tangible personal property item which is taxable, and we're removing cigarettes from the exception items list to a taxable items list.

Council Member Gruber asked if there were any other questions or thoughts.

Council Member Richardson stated he would like staff to contact the Council Municipal League, Attorney General, Department of Revenue, and the Business Advisory Board for their view on the distribution.

Mr. Walsh stated he encourages the City to reach out to the retailers, so they are not blindsided. Some folks will view this as a new tax and should be subjected to the voters.

T. Vaughn stated that he had reached out to the drafter of the fiscal note who in turn reached out to the drafter of the legislation and he also has reached out to the Colorado Municipal League and is awaiting responses that will be included with the item when it goes to Study Session.

The Committee agreed to forward the item to Study Session for full City Council review on August 19.

#### Outcome

Committee Members recommended this item be sent to Study Session. Staff will contact the Council Municipal League, Attorney General, Department of Revenue, and the Business Advisory Board for their view on the removal of the tax exemption.

#### Follow-up Action

Staff will forward this item to August 19, 2019 Study Session along with any comments from the Council Municipal League, Attorney General, Department of Revenue, Business Advisory Board and the legislative drafter.

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## **AURORA MUNICIPAL CENTER REFINANCING**

### Summary of Issue and Discussion

Mike Shannon provided an overview and stated that in the summer and fall of 2009, staff was actively looking at refinancing all of the debt associated with the AMC (Aurora Municipal Center). This outstanding variable rate debt along with an interest rate swap was at the time believed to be the most effective means of finance. However, following the financial turmoil and erratic financial markets that arose in late 2008, variable rate debt structures like this became very problematic and expensive. Consequently, a decision was made to replace all of this variable rate debt and associated interest rate swaps with a new transaction which became the Series 2009A Certificates of Participation (COPs). At closing, this outstanding debt was \$84.1 million, matured in 2030, and had an interest rate of 5%.

The City now has the opportunity to refund the Series 2009A COPs related to the original construction of the AMC. In 2009 this new debt was issued with a 10-year par call which means it can be refinanced with new debt in 2019. The current 2009A COPs have a final maturity

of 2030, annual debt service payments of \$7.7 million, \$72.785 million outstanding, and an interest rate of 5%.

By refinancing this outstanding debt now, staff believes new debt can be issued with a final maturity of 2031, annual debt service payments of \$7.1 million, and an interest rate below 3%. This will result in NPV savings of \$12.7 million or 17.5%. The reason for adding one more year to the maturity is to enable the issuance of up to \$6 million in additional debt for improvements and repairs to any of the properties located on the AMC campus. Studies are currently underway to see what types of repairs/improvements might be necessary. Expected items may include, but are not limited to, security additions to the AMC administrative building, repairs to the garage, and other items that could extend the useful life of the properties on the AMC campus.

The Ordinance outlines the parameters of a potential transaction, which staff hopes to close by late October. Key highlights of the Ordinance includes a debt issuance not to exceed \$80 million (including new money of \$6 million), a maturity not to exceed 15 years (anticipate 11 years), and a rate not to exceed 5% (actual rate expected to be below 3%).

Council Member Gruber asked if other debt was tied to the properties on the AMC campus. M. Shannon said normally when we do these transactions, for an example the Central Rec Center or the three fire stations, we know on the front end what assets will be leased as part of the COPs. But in this financing, we don't know which buildings will be used or exactly how much debt will be issued and what the interest rate will be, so we have a lot of variables. However, the goal is to use as few of the AMC campus buildings as possible. As of now, it appears we won't be using the City administration building because the value of this building is so high. Instead, we could be looking at two or three other smaller buildings, and we would have them packaged together. One final consideration is as the debt gets paid down the buildings will be released. The goal is to free up as many assets as we can to be available for other potential financings.

Council Member Gruber said this is a little different than what he was thinking. He was thinking that we would take all five buildings from the campus to refinance, and all five would be leveraged against the debt. Council Member Gruber asked, will City monies be used from any other investments to put towards the refinancing to help further pay off some of the debt up front? M. Shannon said no, but we will save over \$12 million dollars.

Council Member Lawson asked if this was a continuous thing that is done over the years to refinance and take the capital. Mike Shannon replied refinancing's are evaluated all the time for potential savings.

Council Member Richardson asked will it be a competitive transaction. M. Shannon replied that the last financing for the 3 fire stations was a competitive transaction. However, he didn't know at this time if it would be negotiated or competitive but would likely be negotiated since we still need to figure out which buildings will be included, and it might include a shorter par call of around 7 years.

#### Outcome

Committee Members recommended this item be forward to Study Session.

Follow-up Action

Staff will forward this to August 5, 2019 Study Session.

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**IT UPDATE**Summary of Issue and Discussion

A. Jeffress introduced Casey Cox, PMO Manager, and gave an overview of the IT projects and processes and an update on Smart Cities.

Council Member Gruber asked if projects are ranked and prioritized. A. Jeffress replied yes. We have an algorithm that's based on five different criteria and one criterion is based on opportunity cost and risk. Typically, when we look at what's a priority, we look at things that are the highest risk.

Council Member Richardson asked if IT can tell when someone is hacking into the system. A. Jeffress said the City has a contract with Novacoast, and they're responsible for checking the traffic that comes in and out of the network.

Council Member Gruber said with Smart Cities do you have areas that you target, or will you look at everything and bring us the best five ideas. A. Jeffress said they started with communities such as Aurora Places, and some of the departmental study plans. We're still figuring out where the gaps are and where we should focus and so, we're taking all of that into consideration.

Outcome

The Committee thanked staff.

Follow-up Action

No follow up is necessary as this item was informational only.

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**2019 CITY FACILITIES**Summary of Issue and Discussion

Council Member Gruber requested an updated overview of City owned facilities including condition and utilization status of those facilities.

L. Center presented the list which itemizes the 2,423,774 square feet of buildings currently in the inventory, of which the City maintains 2,404,009 square feet. Facilities Operations budget is currently \$5,097,131 including staff, equating to \$2.12 per square foot. In addition, the Major Building Repair fund provides for major building component replacement. The current budget for repairs is \$3,625,299 equating to \$1.51 per square foot. The combined budgets equate to \$3.63 per square foot. The city is incorporating asset management system for buildings in a new system for managing work orders. The asset management system will allow Facilities Operations to track maintenance costs by building and proactively schedule capital maintenance. The system will include and track conditions of building, building system and equipment component. Condition assessments are completed by staff every three years and are currently in progress for 2019 with a report expected by January 2020.

Outcome

The Committee thanked staff.

Follow-up Action

No follow up is necessary as this item was informational only.

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**INTERNAL AUDIT Q1 PROGRESS REPORT**Summary of Issue and Discussion

Internal Audit followed up on the detailed report that was provided at the June 26, 2019 meeting that was absent a quorum.

Internal Audit corrected the numbers in their report summary. 74% of all engagements are in process or completed. 53% of all planned engagements are completed and 21% are currently active.

They also reported that 69% of all audit recommendations have been completed or closed; 31% in the system remain incomplete, but are mostly in progress.

Internal Audit reported that all field work was completed on the House Aurora Program engagement and they expected to be able to provide a conclusion on the audit objective of ensuring funds were spent on program activities by August 2nd.

Council Member Lawson said that the previous night there was a presentation from the Homeless Program Coordinator, and she was curious if their report had more detail. M. Crawford, Staff Auditor, replied that the Internal Audit internal audit engagement focused more on the processes and information about the Housing Aurora Program while Shelly McKittrick's numbers were more about end results.

Council Member Gruber said he was interested to see what the next steps with Fleet Maintenance would be. W. Sommer stated that they sat down with the new Fleet Operations Manager and discussed their findings and recommendations. Fleet has agreed to take steps to implement the recommendations with targeted completion dates. In this specific engagement, the previous Fleet manager recently retired, and a new manager was hired. It appears that they are enthusiastic to work toward taking the steps to address the audit's findings.

Council Member Gruber asked, how will we know that the problem won't continue. W. Sommer said that Internal Audit tracks the status of all recommendations. If implementation progress is not moving forward, then Internal Audit will contact the manager to discuss the issues that are involved. If it's not dealt with effectively by management, it then will come back to the Audit Committee.

Outcome

The Committee thanked staff.

Follow-up Action

No follow up is necessary as this item was informational only.

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**MISCELLANEOUS MATTERS FOR CONSIDERATION**

Summary of Issue and Discussion

- ✓ Council Member Lawson requested information on the Peoples building.
  
- The next meeting is on Tuesday, August 27, 2019 in the Aurora Room.

THESE MINUTES WERE APPROVED AS SUBMITTED

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David Gruber, Chair of the Management and Finance (M&F) Committee

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Date

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## Management and Finance Policy Committee Agenda Item Commentary

<b>Item Title:</b> Sales Tax Chart
<b>Item Initiator:</b> Greg Hays
<b>Staff Source:</b> Greg Hays, Budget Officer
<b>Deputy City Manager Signature:</b> Michelle Wolfe
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong Cit

### **ACTIONS(S) PROPOSED** *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

### **HISTORY** *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Members of the Management and Finance Policy Committee have asked for the monthly sales tax performance chart.

### **ITEM SUMMARY** *(Brief description of item, discussion, key points, recommendations, etc.)*

Attached is the June sales tax performance chart. June of 2019 was 5.8 percent higher than June of 2018.

### **QUESTIONS FOR Committee**

N/A, Information Only

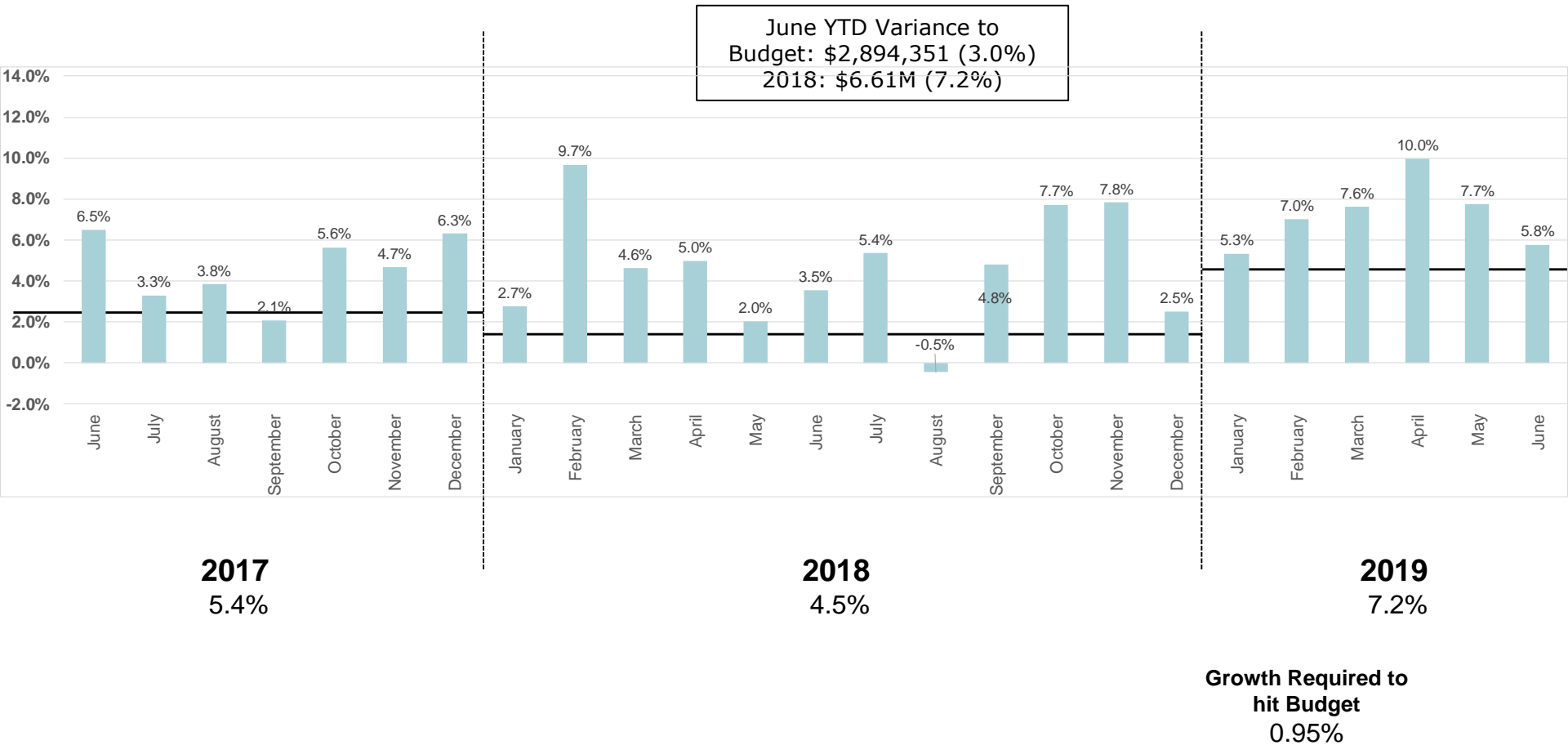
### **EXHIBITS ATTACHED:**

June 2019 Sales Tax.pdf

# June Sales Tax Performance



## Percent Change from Prior Year By Month



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## Management and Finance Policy Committee Agenda Item Commentary

<b>Item Title:</b> Proposed 2020 Changes to Service Fees
<b>Item Initiator:</b> Greg Hays
<b>Staff Source:</b> Greg Hays, Budget Officer
<b>Deputy City Manager Signature:</b> Michelle Wolfe
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong Cit

### **ACTIONS(S) PROPOSED** *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

### **HISTORY** *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

As part of the annual budget process, departments review the City's service fees (previously referred to as administrative fees) to determine which fees may require adjustments or elimination. These fees are submitted to the City Manager for approval and inclusion in the annual budget.

### **ITEM SUMMARY** *(Brief description of item, discussion, key points, recommendations, etc.)*

This memo transmits a list of proposed changes to the 2020 Service Fees for your information. The proposed service fee changes are incorporated in the 2020 budget proposal and are consistent with department revenue expectations.

### **QUESTIONS FOR Committee**

Are there any questions or comments concerning the 2020 service fees?

### **EXHIBITS ATTACHED:**

2020 Admin Fees MF Memo Complete-R.pdf



## MEMORANDUM

Office of Budget and Financial Planning  
15151 E. Alameda Parkway, 5<sup>th</sup> Floor  
Aurora, CO 80012  
303-739-7072

To: Members of the Management and Finance Committee  
Through: Terri Velasquez, Finance Director  
From: Greg Hays, Budget Officer  
Date: August 06, 2019  
Subject: **PROPOSED 2020 CHANGES TO THE SERVICE FEES**

As part of the 2020 budget process, departments reviewed the City's service fees (previously referred to as administrative fees) to determine which fees may require adjustments or elimination for 2020. These fees were submitted to the City Manager for approval and inclusion in the 2020 Proposed Budget.

This memo transmits a list of proposed changes to the 2020 Service Fees for your information. The proposed service fee changes are incorporated in the 2020 budget proposal and are consistent with department revenue expectations.

### Key Points

- Service fee revenues;
- Fee changes above or below the index;
- New and eliminated service fees;
- Park Development Fee Increases;
- Traffic Fines and Court Fees; and
- Capital Impact Fees.

### Summary

The 2020 service fee review process continues the use of fee indexing, as was directed by Council and implemented during the 2007 service fee review process. The 2020 fees are indexed using a 3.0 percent inflation factor, derived from the Employment Cost Index for State and Local Government Compensation. Indexed fees are rounded as follows: fees under one dollar are rounded to the nearest penny, fees between one and ten dollars are rounded to the nearest nickel, fees between ten and one hundred dollars are rounded to the nearest quarter, and fees over one hundred dollars are rounded to the nearest dollar. Departments reviewed and evaluated fees, recommended additional changes, requested new fees if necessary, and identified fees that need to be eliminated.

### Service Fee Revenues

The projected service fee revenue associated with the 3.0 percent index will be incorporated into the 2020 Proposed Budget. Overall, staff has taken a conservative approach to 2020 revenue projections. Some of the notable revenue changes include:

- General Fund: Higher than originally budgeted Public Works right of way and other substantial one-time permit receipts in 2019 not expected to recur in 2020, which causes the \$667,300 (10.1 percent) decrease;
- Capital Projects Fund: Capital Impact fees were increased in 2019, with the increase to become effective 1/1/2020;
- Recreation Fund: a full year of operations for Central Recreation Center and strong synthetic field revenue cause the \$596,500 (8.7 percent) increase in revenue;
- Designated Revenue Fund: Tree planting revenue in 2019 projected strong. Revenue in 2020 expected to remain strong, but not at same level as 2019;
- Parking and Mobility Fund: Fewer monthly garage fees in 2020 cause the \$39,500 (8.1 percent) decrease in 2020; and
- Parks Development Fund: Additional assumed annexation fees cause the \$200,000 (25 percent) increase in revenues.

### **Fee Changes Below the Index**

Fees are normally indexed; however, if departments wish to not have specific fees indexed, they are asked to identify the fees and provide an explanation. The most notable requests for fees to not be increased or to be increased at a rate below the index include:

- In many departments, certain fees are left unchanged due to state laws, ordinance requirements, or other agreements. In addition, photocopies and returned check fees in departments were kept constant;
- Several Aurora Water fees that are based on actual cost of service (found throughout Aurora Water, lines 1-95);
- Civil Service applicant testing, which is tied to the price of the vendor, is unchanged (line 97);
- In Communications, the miscellaneous storage media fee is kept unchanged.
- Certain Finance fees are at their legal maximum, including liquor licensing fees. Some marijuana establishment fees were adjusted as the fees currently cover the necessary costs. Other fees were rounded down for ease of use (found throughout Finance, lines 174-279);
- Several fees in Library and Cultural Services fees were kept static with 2019 due to previous adjustments or market tolerance (found throughout Library and Cultural Services, lines 388-520);
- All Municipal Court fees are not changing in order to preserve comparability to like jurisdictions (lines 521-547);
- Several Neighborhood Services fees were kept unchanged for ease of use, to be consistent with other organizations, and to encourage compliance. (found throughout Neighborhood Services, lines 548-623);
- Certain Parks, Recreation, and Open Space golf, reservoir and recreation fees were kept stable because of market conditions or ease of use. All fees are set using a strategy of cost recovery and revenue maximization (found throughout Parks, Recreation, and Open Space, lines 624-832);
- The 8-hour day session (BizPlan in a Day) planning fee is kept at the 2019 level (line 941);

- Certain fees in Police remain stable as they are restricted by State law or for ease of use (found throughout Police, lines 952-1005);
- Public Defender application fees were kept stable due to the fact that people who use the services are near poverty levels (line 1006); and
- Several Public Works fees, including solar photovoltaic fees temporary certificates of occupancy, and Hyatt Conference Center self-parking rates were kept at 2019 levels (found throughout Public Works, (lines 1010-1236).

### **Fee Changes Above the Index**

Departments are also given the opportunity to submit requests for additional adjustments to service fee amounts. Notable additional adjustment requests include:

- Several Aurora Water fees were increased due to increases in actual costs (found throughout Aurora Water, lines 1-95);
- Various finance business license fees were adjusted up in order to cover costs and for rounding (found throughout Finance, lines 174-279);
- Fire capital impact fees were increased significantly in 2019 (lines 342-344);
- In General Management, research fees were increased per the 2019 Colorado Open Records Act. In addition, capital impact fees were increased significantly in 2019 (lines 356, 385-387);
- In Library and Cultural Services, certain fees associated with Aurora Fox, pottery, and visual arts/music were increased to keep up with increasing program costs. (found throughout Library and Cultural Services, lines 388-520);
- Several Neighborhood Services fees were increased for ease of use. (found throughout Neighborhood Services, lines 548-623) ;
- In Parks, Recreation and Open Space, several recreation fees were increased to cover actual costs. In addition, capital impact fees were increased significantly in 2019 (found in Parks, Recreation and Open Space, lines 624-832); and
- Police Capital Impact Fees were increased significantly in 2019 (lines 1003-1005); and
- In Public Works, directional boring and public improvement materials lab inspections were increased to keep up with rising costs. (Public Works lines 1067, 1070).

### **New and Eliminated Fees**

As noted earlier, the service fee process also identifies proposed additions to and deletions from existing service fees. Notable new fees include:

- In Aurora Water, new fees were added regarding public improvement inspections (lines 86-90);
- In Finance, a non-prescribed paper tax return fee was added. In addition, a marijuana establishment change of ownership fee was added (lines 176, 275-277);
- In Fire, fire incident report fees were added (lines 282-288);
- In Library and Cultural Services, several additional fees were added with respect to the Aurora Fox Theater, including more defined main stage fees and a ranged season subscription fee (lines 439-454). Several new fees were added in visual arts/music (lines

500-514). Finally, Library capital impact fees were approved by Council in 2019 (517-520);

- Although not new, in the Municipal Court, court surcharges were added to the list for the first time (lines 542-547);
- In Parks, Recreation, and Open Space (PROS), recreation capital impact fees were approved by Council in 2019 (829-832);
- In Public Works, shared mobility fees were added (lines 1224-1231).

Notable eliminated fees include:

- In Finance, manufactured housing fees were eliminated due to non-use (lines 201-203);
- In Fire, officer development training was eliminated as they are included in CAPSTC fees (lines 280-281)
- In General Management, a microfiche copy line was eliminated as the city no longer offers the service (line 353);
- In Library and Cultural Services, several fees associated with Aurora Fox Theater were eliminated and replaced with a new fee structure (lines 439-450).
- In Parks, Recreation, and Open Space (PROS), Several reservoir-related fees are being eliminated due to fee duplication/consolidation and due to the fact that certain services are no longer being offered (lines 647-676);
- In Planning, general development plan fees and E-470/ NE Plains contextual site plan were eliminated as they were also in Area C master plan section (lines 856-863, 887-894). Saddle Rock review committee impact fees were eliminated as they were no longer being used (lines 920-930). Finally, the Leading Edge 8-hour day session is being deleted as it is no longer being offered (line 951);
- In Police, fingerprinting fees are being eliminated as they are no longer being done (lines 986-988); and
- In Public Works, valet parking rates were eliminated as the service is now being provided by the hotel (lines 1207-1211).

## **Capital Impact Fees**

In 2009, Council approved implementing Capital Impact Fees to recover a portion of the City's net capital cost due to development. These fees generate revenue for each of the five program areas: Transportation, Parks, General Government, Police, and Fire. In 2019, Council increased the fees significantly starting 1/1/2020, as well as creating two new fees, Recreation and Libraries. The fees are indexed January 1 of every year as sec. 146-412 of City Code details. Revenue from these fees is recorded in the Capital Projects Fund. These fees are indexed in City Code, and are included in the service fee list as this publication provides an appropriate means of disseminating the impact of the indexes on these fees each year.

## **Park Development Fees**

These fees are indexed using the Engineering News Record Construction Cost Index, the same index as the Parks Capital Impact Fee, and are included in the service fee list as a suitable method of providing information on these fees each year.



## **Detail**

Attachment 3 provides the detail for individual admin fees by department. The format is similar to that used in previous years and includes revenue information, proposed 2020 fee rates, the change in the fee from 2019 to 2020, and a comments section. New and eliminated fees are presented in red. Eliminated fees are crossed out.

## **Revenue Estimates**

The revenue estimates shown on the attached list include both 2019 and 2020 department estimates. Departments typically do not track revenues on a per fee basis; therefore most fees will not have specific revenue estimates.

## **Attachments**

Attachment 1: Service Fee Related Revenue

Attachment 2: Capital Impact Fee Summary

Attachment 3: 2020 Service Fee Changes

cc: Jim Twombly, City Manager

## Service Fee Related Revenue

Fund/Dept	2019 Revenue Projection	2020 Revenue Projection	\$ Variance	% Variance
<b>General Fund</b>				
City Attorney	\$8,000	\$8,000	\$0	0.0%
Civil Service Commission	\$20,000	\$12,000	-\$8,000	-40.0%
Communications	\$11,500	\$8,500	-\$3,000	-26.1%
Finance	\$945,000	\$945,000	\$0	0.0%
Fire	\$44,086	\$30,170	-\$13,916	-31.6%
General Management	\$14,198	\$10,000	-\$4,198	-29.6%
Library and Cultural Services	\$103,360	\$105,700	\$2,340	2.3%
Municipal Courts	\$1,264,887	\$1,265,000	\$113	0.0%
Neighborhood Services	\$1,087,472	\$1,013,482	-\$73,990	-6.8%
Parks, Recreation and Open Space	\$973,000	\$1,038,000	\$65,000	6.7%
Police	\$291,266	\$340,978	\$49,712	17.1%
Public Safety Communications	\$7,309	\$8,500	\$1,191	16.3%
Public Works	\$1,844,099	\$1,161,500	-\$682,599	-37.0%
<b>Total General Fund</b>	<b>\$6,614,177</b>	<b>\$5,946,830</b>	<b>-\$667,347</b>	<b>-10.1%</b>
<b>Capital Projects Fund</b>	<b>\$2,580,080</b>	<b>\$5,480,768</b>	<b>\$2,900,688</b>	<b>112.4%</b>
<b>Cultural Services Fund</b>	<b>\$725,518</b>	<b>\$742,080</b>	<b>\$16,562</b>	<b>2.3%</b>
<b>Recreation Fund</b>	<b>\$6,866,148</b>	<b>\$7,462,600</b>	<b>\$596,452</b>	<b>8.7%</b>
<b>Development Review Fund</b>				
Planning and Development Services	\$1,948,781	\$1,948,781	\$0	0.0%
Public Works	\$14,671,904	\$14,659,306	-\$12,598	-0.1%
<b>Total Development Review Fund</b>	<b>\$16,620,685</b>	<b>\$16,608,087</b>	<b>-\$12,598</b>	<b>-0.1%</b>
<b>Designated Revenues Fund</b>				
Communications	\$15,000	\$10,000	-\$5,000	-33.3%
Parks, Recreation and Open Space	\$789,000	\$676,000	-\$113,000	-14.3%
<b>Total Designated Revenues Fund</b>	<b>\$804,000</b>	<b>\$686,000</b>	<b>-\$118,000</b>	<b>-14.7%</b>
<b>Gifts and Grants Fund</b>				
Library and Cultural Services	\$2,500	\$2,500	\$0	0.0%
Neighborhood Services	\$57,458	\$62,400	\$4,942	8.6%
Planning and Development Services	\$16,000	\$16,000	\$0	0.0%
<b>Total Gifts and Grants Fund</b>	<b>\$75,958</b>	<b>\$80,900</b>	<b>\$4,942</b>	<b>6.5%</b>
<b>Golf Courses Fund</b>	<b>\$7,892,800</b>	<b>\$8,170,732</b>	<b>\$277,932</b>	<b>3.5%</b>
<b>Parking and Mobility Fund</b>	<b>\$489,469</b>	<b>\$450,000</b>	<b>-\$39,469</b>	<b>-8.1%</b>
<b>Parks Development Fund</b>	<b>\$800,000</b>	<b>\$1,000,000</b>	<b>\$200,000</b>	<b>25.0%</b>
<b>Water Fund</b>	<b>\$2,991,448</b>	<b>\$3,060,917</b>	<b>\$69,469</b>	<b>2.3%</b>
<b>Wastewater Fund</b>	<b>\$749,000</b>	<b>\$750,000</b>	<b>\$1,000</b>	<b>0.1%</b>
<b>GRAND TOTAL</b>	<b>\$46,643,856</b>	<b>\$49,908,014</b>	<b>\$3,264,158</b>	<b>7.0%</b>

## Capital Impact Fee Summary

Fee Name	Fee Year	Per single family detached unit	Per single family attached unit	Per multi-family dwelling unit	2020 Index	Fee Index*
Transportation Capital Impact Fee	2019 Fee	612.00	518.00	431.00	3.7%	CDOT - Colorado Construction Cost Index
	2020 Fee	635.00	537.00	447.00		
Police Capital Impact Fee	2019 Fee	116.00	99.25	81.75	N/A	ENR - Denver Building Cost Index
	2020 Fee	972.42	711.84	702.30		
Fire Capital Impact Fee	2019 Fee	115.00	97.75	79.75	N/A	Weighted average of the Denver-Boulder-Greeley (DBG) CPI-U and the Denver ENR Building Cost Index**
	2020 Fee	928.81	679.91	670.81		
Urban, Special Use, and Regional Parks Capital Impact Fee	2019 Fee	308.00	260.00	217.00	N/A	ENR - Denver Construction Cost Index
	2020 Fee	1,272.52	931.52	919.04		
General Government Capital Impact Fee	2019 Fee	235.00	202.00	164.00	N/A	ENR - Denver Building Cost Index
	2020 Fee	1,125.66	824.01	812.98		
Recreation Capital Impact Fee	2019 Fee	N/A	N/A	N/A	N/A	ENR - Denver Building Cost Index
	2020 Fee	1,114.98	816.19	805.26		
Library Capital Impact Fee	2019 Fee	N/A	N/A	N/A	N/A	ENR - Denver Building Cost Index
	2020 Fee	269.18	197.04	194.41		

\*All of these indices will be the change in the 12 month average for the most recently completed 24 month period

\*\*The weighted average of the fire index is meant to account for the cost of apparatus and equipment. Apparatus tend to follow the normal rate of inflation, which is best represented by the DBG CPI-U. Therefore, based on the cost allocation included in the Development Cost Study, the DBG CPI-U represents 41.9% of the Fire Capital Fee index, and the Denver ENR BCI represents 58.1% of the Fire Capital Fee index.



## BMS: Service Fees

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
<b>Aurora Water</b>												
1	Aur Water	High Zone Fee (per acre)	\$92.00	\$94.76	3	\$94.75	(\$2.75)	\$92.00	\$0.00	True	Per contract	
<b>2</b>	<b>Aur Water</b>	<b>Service Connection and Suspension</b>										
3	Aur Water	Service Turn-On/Off	\$24.30	\$25.03	3	\$25.00	\$3.30	\$28.30	\$4.00	True	Based on actual costs - and increase in driving time from 15 to 20 minute average	
4	Aur Water	Damaged meter and/or related equipment	\$170.00	\$175.10	4	\$175.00	(\$75.00)	\$100.00	(\$70.00)	True	End point transmitter cost decreased based on AMI contract	
<b>5</b>	<b>Aur Water</b>	<b>Cut Yoke</b>										
6	Aur Water	Cut Yoke 5/8	\$278.00	\$286.34	4	\$286.00	(\$8.00)	\$278.00	\$0.00	True	Based on actual costs	
7	Aur Water	Cut Yoke 3/4	\$284.00	\$292.52	4	\$293.00	(\$5.00)	\$288.00	\$4.00	True	Based on actual costs	
8	Aur Water	Cut Yoke 1	\$391.00	\$402.73	4	\$403.00	(\$12.00)	\$391.00	\$0.00	True	Based on actual costs	
<b>9</b>	<b>Aur Water</b>	<b>Trip charge for other services by customer request</b>										
<b>10</b>	<b>Aur Water</b>	<b>Meter Pit/Vault Inspection</b>										
<b>11</b>	<b>Aur Water</b>	<b>5/8" through 1" meters</b>										
<b>12</b>	<b>Aur Water</b>	<b>Initial - No Charge</b>										
13	Aur Water	Re-inspection (all inspections after initial inspection) Small Meter 5/8-1 meters	\$48.25	\$49.70	3	\$49.75	(\$1.00)	\$48.75	\$0.50	True	Based on actual costs	
<b>14</b>	<b>Aur Water</b>	<b>1 1/2" and larger</b>										
<b>15</b>	<b>Aur Water</b>	<b>Initial - No Charge</b>										
16	Aur Water	Re-inspection (all inspections after initial inspection) Large Meters 1 1/2 and Larger	\$121.00	\$124.63	4	\$125.00	\$2.00	\$127.00	\$6.00	True	Based on actual costs - and increase in driving time from 15 to 20 minute average	
<b>17</b>	<b>Aur Water</b>	<b>Meter testing (by meter size)</b>										
18	Aur Water	5/8 through 1 meters (witnessed by customer)	\$110.00	\$113.30	4	\$113.00	(\$2.00)	\$111.00	\$1.00	True	Based on actual costs	
19	Aur Water	5/8 through 1 meters (not witnessed by customer)	\$101.00	\$104.03	4	\$104.00	(\$3.00)	\$101.00	\$0.00	True	Based on actual costs	
20	Aur Water	1 1/2 meter (shop - includes cost of removing meter to bring to shop and reinstallation)	\$210.00	\$216.30	4	\$216.00	\$17.00	\$233.00	\$23.00	True	Based on actual costs - and increase in driving time from 15 to 20 minute average	
21	Aur Water	1 1/2 meter (field)	\$114.00	\$117.42	4	\$117.00	\$8.00	\$125.00	\$11.00	True	See line	20
22	Aur Water	2 meter (shop - includes cost of removing meter to bring to shop and reinstallation)	\$211.00	\$217.33	4	\$217.00	\$25.00	\$242.00	\$31.00	True	See line	20
23	Aur Water	2 meter (field)	\$129.00	\$132.87	4	\$133.00	\$8.00	\$141.00	\$12.00	True	See line	20

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
24	Aur Water	3 through 4 meters (shop - includes cost of removing meter to bring to shop and reinstallation)	\$481.00	\$495.43	4	\$495.00	\$28.00	\$523.00	\$42.00	True	See line	20
25	Aur Water	3 through 4 meters (field)	\$314.00	\$323.42	4	\$323.00	\$5.00	\$328.00	\$14.00	True	See line	20
26	Aur Water	6 through 8 meters (shop - includes cost of removing meter to bring to shop and reinstallation)	\$3,135.00	\$3,229.05	4	\$3,229.00	\$9.00	\$3,238.00	\$103.00	True	See line	20
27	Aur Water	6 through 8 meters (field)	\$359.00	\$369.77	4	\$370.00	\$4.00	\$374.00	\$15.00	True	See line	20
28	Aur Water	Hydrant meter deposit (for construction water dust control)	\$922.00	\$949.66	4	\$950.00	\$190.00	\$1,140.00	\$218.00	True	Based on new AMI hydrant meters	
29	Aur Water	Insufficient fund returned payment (per payment) -(old Returned check fee (per check))	\$20.00	\$20.60	3	\$20.50	(\$0.50)	\$20.00	\$0.00	True	by law cant be more than \$20	
<b>30</b>	<b>Aur Water</b>	<b>Irrigation Plans Review</b>										
31	Aur Water	Irrigation Plan Sheet (per sheet) up to 3 reviews	\$254.00	\$261.62	4	\$262.00	(\$2.00)	\$260.00	\$6.00	True	Based on actual costs	
32	Aur Water	Additional Review and Resubmittals (per Sheet)	\$97.25	\$100.17	4	\$100.00		\$100.00	\$2.75			
33	Aur Water	Water Transmission Pipeline Application	\$6,558.00 (plus any cost for outside services)	\$6,754.74 (plus any cost for outside services)		\$6,755.00 (plus any cost for outside services)		\$6,755.00 (plus any cost for outside services)	\$197.00			
34	Aur Water	Pipeline Inspection Fee	contract amount	contract amount				contract amount				
35	Aur Water	Replacement of hydrant sign	\$56.25	\$57.94	3	\$58.00	(\$1.75)	\$56.25	\$0.00	True	Based on actual costs	
36	Aur Water	Re-Issuance of hydrant meter fee	\$35.75	\$36.82	3	\$36.75		\$36.75	\$1.00			
37	Aur Water	Hydrant meter confiscation fee for delinquency, non renewal of permit or non compliance of hydrant usage requirements	\$63.00	\$64.89	3	\$65.00	(\$2.00)	\$63.00	\$0.00	True	Based on actual costs	
38	Aur Water	Damaged hydrant meter and related equipment fees	\$21.50 trip charge plus cost for material and labor	\$22.15 trip charge plus cost for material and labor		\$22.25 trip charge plus cost for material and labor		\$22.25 trip charge plus cost for material and labor	\$0.75			
<b>39</b>	<b>Aur Water</b>	<b>Sod/Seed/Irrigation Permit Fee</b>										
40	Aur Water	Sod/seed/Irrigation permit (Residential) (per permit)	\$31.50	\$32.45	3	\$32.50	\$2.00	\$34.50	\$3.00	True	Based on actual costs	
41	Aur Water	Sod/seed permit (Commercial) (1-Year permit)	\$141.00	\$145.23	4	\$145.00	\$5.00	\$150.00	\$9.00	True	Based on actual costs	
42	Aur Water	Reinspection fee - (sod/seed/irrigation) - Residential	\$31.50	\$32.45	3	\$32.50	\$2.00	\$34.50	\$3.00	True	Based on actual costs	
43	Aur Water	Reinspection fee - (sod/seed/irrigation) - Commercial	\$141.00	\$145.23	4	\$145.00	\$5.00	\$150.00	\$9.00	True	Based on actual costs	
44	Aur Water	Construction Water Fee	\$47.00	\$48.41	3	\$48.50	(\$1.50)	\$47.00	\$0.00	True	This fee is based on commercial water rate which will not change in 2020 - No need for increase	

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
45	Aur Water	Temporary irrigation meter deposit	\$21,412.00	\$22,054.36	4	\$22,054.00	(\$642.00)	\$21,412.00	\$0.00	True	These meters are being phased out, so no need for increase	
46	Aur Water	Temporary irrigation meter Administrative fee	\$273.00	\$281.19	4	\$281.00		\$281.00	\$8.00			
47	Aur Water	Water Smart Reader Deposit	\$32.25	\$33.22	3	\$33.25	(\$1.00)	\$32.25	\$0.00	True	Very few left at existing levels Phasing out smart readers	
<b>48</b>	<b>Aur Water</b>	<b>Wet Tap Fees- Main Extensions and Pipelines</b>										
49	Aur Water	Wet Tap Fees- 4 tap on 6 thru 12	\$1,857.00	\$1,912.71	4	\$1,913.00	\$68.00	\$1,981.00	\$124.00	True	Based on actual costs	
50	Aur Water	Wet Tap Fees 4 tap on 16 thru 24	\$1,962.00	\$2,020.86	4	\$2,021.00	(\$3.00)	\$2,018.00	\$56.00	True	Based on actual costs	
51	Aur Water	Wet Tap Fees 4 tap on 30 thru 36	\$2,000.00	\$2,060.00	4	\$2,060.00	\$94.00	\$2,154.00	\$154.00	True	Based on actual costs	
52	Aur Water	Wet Tap Fees 6 tap on 6 thru 12	\$2,055.00	\$2,116.65	4	\$2,117.00	\$44.00	\$2,161.00	\$106.00	True	Based on actual costs	
53	Aur Water	Wet Tap Fees 6 tap on 16 thru 24	\$2,070.00	\$2,132.10	4	\$2,132.00	\$80.00	\$2,212.00	\$142.00	True	Based on actual costs	
54	Aur Water	Wet Tap Fees 6 tap on 30 thru 36	\$2,192.00	\$2,257.76	4	\$2,258.00	\$109.00	\$2,367.00	\$175.00	True	Based on actual costs	
55	Aur Water	Wet Tap Fees 8 tap on 8 thru 12	\$2,390.00	\$2,461.70	4	\$2,462.00	\$125.00	\$2,587.00	\$197.00	True	Based on actual costs	
56	Aur Water	Wet Tap Fees 8 tap on 16 thru 24	\$2,491.00	\$2,565.73	4	\$2,566.00	\$133.00	\$2,699.00	\$208.00	True	Based on actual costs	
57	Aur Water	Wet Tap Fees 8 tap on 30 thru 36	\$2,638.00	\$2,717.14	4	\$2,717.00	\$146.00	\$2,863.00	\$225.00	True	Based on actual costs	
58	Aur Water	Wet Tap Fees 12 x 12	\$3,447.00	\$3,550.41	4	\$3,550.00	\$211.00	\$3,761.00	\$314.00	True	Based on actual costs	
59	Aur Water	Wet Tap Fees 12 x 16	\$3,547.00	\$3,653.41	4	\$3,653.00	\$108.00	\$3,761.00	\$214.00	True	Based on actual costs	
60	Aur Water	Wet Tap Fees 12 tap on 24 thru 36	\$3,687.00	\$3,797.61	4	\$3,798.00	\$75.00	\$3,873.00	\$186.00	True	Based on actual costs	
61	Aur Water	Wet Tap Fees 16 x 16	\$9,753.00	\$10,045.59	4	\$10,046.00	(\$293.00)	\$9,753.00	\$0.00	True	Based on actual costs	
62	Aur Water	Wet Tap Fees 16 x 24	\$10,009.00	\$10,309.27	4	\$10,309.00	(\$300.00)	\$10,009.00	\$0.00	True	Based on actual costs	
63	Aur Water	Wet Tap Fees 16 x 30	\$10,009.00	\$10,309.27	4	\$10,309.00	(\$300.00)	\$10,009.00	\$0.00	True	Based on actual costs	
64	Aur Water	Wet Tap Fees 16 x 36	\$10,009.00	\$10,309.27	4	\$10,309.00	(\$300.00)	\$10,009.00	\$0.00	True	Based on actual costs	
65	Aur Water	Wet Tap Fees 24 x 16 Weld-on	\$10,225.00	\$10,531.75	4	\$10,532.00	(\$250.00)	\$10,282.00	\$57.00	True	Based on actual costs	
66	Aur Water	Wet Tap Fees 30 x 16 Weld-on	\$10,685.00	\$11,005.55	4	\$11,006.00	(\$142.00)	\$10,864.00	\$179.00	True	Based on actual costs	
67	Aur Water	Wet Tap Fees 36 x 16 Weld-on	\$10,685.00	\$11,005.55	4	\$11,006.00	(\$142.00)	\$10,864.00	\$179.00	True	Based on actual costs	
<b>68</b>	<b>Aur Water</b>	<b>Stormwater Quality Construction Permits</b>										
69	Aur Water	SW Quality Permit Fee- Less than 1 Acre (3-year permit)	\$450.00	\$463.50	4	\$463.00	(\$13.00)	\$450.00	\$0.00	True	Fee left at current level will be evaluated every 3 years	

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
70	Aur Water	Renewal Stormwater Quality Permit Fee - < 1 Acre (1 Year Permit)	\$150.00	\$154.50	4	\$154.00	(\$4.00)	\$150.00	\$0.00	True	See line	69
71	Aur Water	SW Quality Permit Fee- 1 to 5 Acres (3-year permit)	\$1,200.00	\$1,236.00	4	\$1,236.00	(\$36.00)	\$1,200.00	\$0.00	True	See line	69
72	Aur Water	Renewal Stormwater Quality Permit Fee - 1 to 5 Acres (1 Year Permit)	\$400.00	\$412.00	4	\$412.00	(\$12.00)	\$400.00	\$0.00	True	See line	69
73	Aur Water	SW Quality Permit Fee Greater than 5 Acres (3-year permit)	\$2,250.00	\$2,317.50	4	\$2,318.00	(\$68.00)	\$2,250.00	\$0.00	True	See line	69
74	Aur Water	Renewal Stormwater Quality Permit Fee Greater than 5 Acres (1-year Permit)	\$750.00	\$772.50	4	\$772.00	(\$22.00)	\$750.00	\$0.00	True	See line	69
75	Aur Water	Re-Inspection Fee (after second failure)	\$120.00	\$123.60	4	\$124.00	(\$4.00)	\$120.00	\$0.00	True	See line	69
76	Aur Water	Certified mailing fee	\$12.25	\$12.62	3	\$12.50	(\$0.25)	\$12.25	\$0.00	True	Based on actual costs	
77	Aur Water	Late Fee	5%	5%				5%				
78	Aur Water	Sewer Mitigation (damage resulted from a public sewer backup)	Maximum of \$19,287 per property	Maximum of \$19,865.61 per property		Maximum of \$19,866 per property		Maximum of \$19,866 per property	\$579.00			
<b>79</b>	<b>Aur Water</b>	<b>Non-Potable Irrigation Water (Internal City of Aurora accounts only)</b>										
80	Aur Water	Reuse (Tertiary) Water (per 1,000 gallons)	\$1.35	\$1.39	2	\$1.40		\$1.40	\$0.05			
81	Aur Water	Raw Water (per 1,000 gallons)	\$2.19	\$2.26	2	\$2.25	(\$0.06)	\$2.19	\$0.00	True	No need for increase	
82	Aur Water	Diverted Stream Flow Water (DSF) (per 1,000 gallons)	\$0.70	\$0.72	1	\$0.72	(\$0.02)	\$0.70	\$0.00	True	No need for increase	
<b>83</b>	<b>Aur Water</b>	<b>Water Sewer Line Inspection</b>										
84	Aur Water	Water Service-Meter Pit to Unit (Flat Fee)	\$134.00	\$138.02	4	\$138.00		\$138.00	\$4.00			
85	Aur Water	Sanitary Service-ROW to Unit (Flat Fee)	\$134.00	\$138.02	4	\$138.00		\$138.00	\$4.00			
<b>86</b>	<b>Aur Water</b>	<b>Water, Sewer, and Stormwater Public Improvement Inspections</b>										
87	Aur Water	Inspection Normal Business Hours (up to 4 hours)						\$324.00			New Fee: Fee was removed in 2017. Fee is needed to assure developers and not customers pay for growth costs	
88	Aur Water	Additional Hour of Inspection (Normal Business Hours)						\$47.00			See line	87
89	Aur Water	Inspection After hours and Weekends (up to 4 hours)						\$398.00			See line	87
90	Aur Water	Additional Hour of Inspection (after hours and weekend)						\$65.00			See line	87
<b>91</b>	<b>Aur Water</b>	<b>Fee in-Lieu of Annexation Groundwater Rights</b>										
92	Aur Water	Arapahoe aquifer (per acre foot)	\$1,635.00	\$1,684.05	4	\$1,684.00		\$1,684.00	\$49.00		Delete: See line	95
93	Aur Water	Denver aquifer (per acre foot)	\$1,329.00	\$1,368.87	4	\$1,369.00		\$1,369.00	\$40.00		Delete: See line	95
94	Aur Water	Dawson aquifer (per acre foot)	\$1,022.00	\$1,052.66	4	\$1,053.00		\$1,053.00	\$31.00		Delete: See line	95

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
95	Aur Water	Fee in-Lieu of Groundwater Rights	\$5,110.00	\$5,263.30	4	\$5,263.00	(\$3,263.00)	\$2,000.00	(\$3,110.00)	True	Fee was consolidated into 1 fee based on a water right valuation study	
<b>City Attorney</b>												
96	City Att	Photocopying (per page)	\$0.25	\$0.26	1	\$0.26	(\$0.01)	\$0.25	\$0.00	True	Keep at 0.25	
<b>Civil Service Commission</b>												
97	Civ Svc	Applicant Testing Fee (per applicant)	\$15.00	\$15.45	3	\$15.50	(\$0.50)	\$15.00	\$0.00	True	Test cost has not increased	
<b>Communications</b>												
<b>98</b>	<b>Communic</b>	<b>TELEVISION SERVICES</b>										
99	Communic	Film Permit Processing Fee	\$63.25	\$65.15	3	\$65.25		\$65.25	\$2.00			
<b>100</b>	<b>Communic</b>	<b>Commercial Cable Time</b>										
101	Communic	Per 24, 30 Second Spots	\$914.00	\$941.42	4	\$941.00		\$941.00	\$27.00			
<b>102</b>	<b>Communic</b>	<b>Studio Video Recording - Single Camera</b>										
103	Communic	Per Hour	\$381.00	\$392.43	4	\$392.00		\$392.00	\$11.00			
104	Communic	Per Half Day	\$1,333.00	\$1,372.99	4	\$1,373.00		\$1,373.00	\$40.00			
105	Communic	Per Day	\$2,475.00	\$2,549.25	4	\$2,549.00		\$2,549.00	\$74.00			
<b>106</b>	<b>Communic</b>	<b>Studio Video Recording</b>										
<b>107</b>	<b>Communic</b>	<b>Each Additional Camera:</b>										
108	Communic	Per Hour	\$76.25	\$78.54	3	\$78.50		\$78.50	\$2.25			
109	Communic	Per Half Day	\$285.00	\$293.55	4	\$294.00		\$294.00	\$9.00			
110	Communic	Per Day	\$508.00	\$523.24	4	\$523.00		\$523.00	\$15.00			
<b>111</b>	<b>Communic</b>	<b>Location Production (Remote)</b>										
<b>112</b>	<b>Communic</b>	<b>Single Camera (with operator)</b>										
113	Communic	Per Hour	\$160.00	\$164.80	4	\$165.00		\$165.00	\$5.00			
114	Communic	Per Half Day	\$571.00	\$588.13	4	\$588.00		\$588.00	\$17.00			
115	Communic	Per Day	\$1,079.00	\$1,111.37	4	\$1,111.00		\$1,111.00	\$32.00			
<b>116</b>	<b>Communic</b>	<b>Three Cameras/Seven Member Crew</b>										
117	Communic	Per Half Day	\$2,794.00	\$2,877.82	4	\$2,878.00		\$2,878.00	\$84.00			
118	Communic	Per Day	\$4,696.00	\$4,836.88	4	\$4,837.00		\$4,837.00	\$141.00			
<b>119</b>	<b>Communic</b>	<b>Teleprompter System With Operator</b>										
120	Communic	Per Half Day	\$189.00	\$194.67	4	\$195.00		\$195.00	\$6.00			
121	Communic	Per Day	\$317.00	\$326.51	4	\$327.00		\$327.00	\$10.00			
122	Communic	Van Mileage Over 15 Miles (per mile)	\$1.30	\$1.34	2	\$1.35		\$1.35	\$0.05			
<b>123</b>	<b>Communic</b>	<b>Post Production Non-Linear Editing</b>										
<b>124</b>	<b>Communic</b>	<b>With Operator</b>										
125	Communic	Per Hour	\$127.00	\$130.81	4	\$131.00		\$131.00	\$4.00			
126	Communic	Per Half Day	\$446.00	\$459.38	4	\$459.00		\$459.00	\$13.00			
127	Communic	Per Day	\$827.00	\$851.81	4	\$852.00		\$852.00	\$25.00			
<b>128</b>	<b>Communic</b>	<b>Without Operator</b>										
129	Communic	Per Hour	\$76.25	\$78.54	3	\$78.50		\$78.50	\$2.25			



Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
130	Communic	Per Half Day	\$285.00	\$293.55	4	\$294.00		\$294.00	\$9.00			
131	Communic	Per Day	\$508.00	\$523.24	4	\$523.00		\$523.00	\$15.00			
<b>132</b>	<b>Communic</b>	<b>Audio Recording Service</b>										
133	Communic	Hourly	\$76.25	\$78.54	3	\$78.50		\$78.50	\$2.25			
134	Communic	Half Day	\$285.00	\$293.55	4	\$294.00		\$294.00	\$9.00			
135	Communic	Full Day	\$508.00	\$523.24	4	\$523.00		\$523.00	\$15.00			
136	Communic	Miscellaneous Storage Media (USB Drive/ 16GB)	\$5.00	\$5.15	2	\$5.15	(\$0.15)	\$5.00	\$0.00	True	Department prefers to keep this fee flat.	
137	Communic	Script Typing -Teleprompter (per hour)	\$38.25	\$39.40	3	\$39.50		\$39.50	\$1.25			
138	Communic	Character Generator Pre-Build (per hour)	\$38.25	\$39.40	3	\$39.50		\$39.50	\$1.25			
139	Communic	Set-Up & Pre-Light (2 Crew) (per hour)	\$88.75	\$91.41	3	\$91.50		\$91.50	\$2.75			
140	Communic	Pre-Production Planning-Production Services (per hour)	\$50.75	\$52.27	3	\$52.25		\$52.25	\$1.50			
<b>141</b>	<b>Communic</b>	<b>Director Services</b>										
142	Communic	Per Hour	\$95.25	\$98.11	3	\$98.00		\$98.00	\$2.75			
143	Communic	Per Half Day	\$350.00	\$360.50	4	\$361.00		\$361.00	\$11.00			
144	Communic	Per Day	\$635.00	\$654.05	4	\$654.00		\$654.00	\$19.00			
<b>145</b>	<b>Communic</b>	<b>Graphic Design Services</b>										
146	Communic	Per Hour	\$63.25	\$65.15	3	\$65.25		\$65.25	\$2.00			
147	Communic	Per Half Day	\$228.00	\$234.84	4	\$235.00		\$235.00	\$7.00			
148	Communic	Per Day	\$431.00	\$443.93	4	\$444.00		\$444.00	\$13.00			
<b>149</b>	<b>Communic</b>	<b>Producer Services</b>										
150	Communic	Per Hour	\$95.25	\$98.11	3	\$98.00		\$98.00	\$2.75			
151	Communic	Per Half Day	\$350.00	\$360.50	4	\$361.00		\$361.00	\$11.00			
152	Communic	Per Day	\$635.00	\$654.05	4	\$654.00		\$654.00	\$19.00			
<b>153</b>	<b>Communic</b>	<b>Technical Director Services</b>										
154	Communic	Per Hour	\$76.25	\$78.54	3	\$78.50		\$78.50	\$2.25			
155	Communic	Per Half Day	\$285.00	\$293.55	4	\$294.00		\$294.00	\$9.00			
156	Communic	Per Day	\$508.00	\$523.24	4	\$523.00		\$523.00	\$15.00			
<b>157</b>	<b>Communic</b>	<b>Lighting Director Services (with lighting kit)</b>										
158	Communic	Per Hour	\$76.25	\$78.54	3	\$78.50		\$78.50	\$2.25			
159	Communic	Per Half Day	\$285.00	\$293.55	4	\$294.00		\$294.00	\$9.00			
160	Communic	Per Day	\$508.00	\$523.24	4	\$523.00		\$523.00	\$15.00			
<b>161</b>	<b>Communic</b>	<b>Digital Server Playback (studio)</b>										
162	Communic	Per Hour	\$63.25	\$65.15	3	\$65.25		\$65.25	\$2.00			
163	Communic	Per Half Day	\$222.00	\$228.66	4	\$229.00		\$229.00	\$7.00			
164	Communic	Per Day	\$381.00	\$392.43	4	\$392.00		\$392.00	\$11.00			
<b>165</b>	<b>Communic</b>	<b>Web video formatting Services (per hour staff time)</b>										
<b>166</b>	<b>Communic</b>	<b>AV Technician Services</b>										
167	Communic	Per hour	\$63.25	\$65.15	3	\$65.25		\$65.25	\$2.00			

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168	Communic	Per Half Day	\$228.00	\$234.84	4	\$235.00		\$235.00	\$7.00			
169	Communic	Per Day	\$431.00	\$443.93	4	\$444.00		\$444.00	\$13.00			
<b>170</b>	<b>Communic</b>	<b>Council Chambers/Aurora Rm. Recording Svcs.</b>										
171	Communic	Per hour	\$210.00	\$216.30	4	\$216.00		\$216.00	\$6.00			
172	Communic	Per Half Day	\$733.00	\$754.99	4	\$755.00		\$755.00	\$22.00			
173	Communic	Per Day	\$1,256.00	\$1,293.68	4	\$1,294.00		\$1,294.00	\$38.00			
<b>Finance</b>												
174	Finance	Returned Check Fee	\$20.00	\$20.60	3	\$20.50	(\$0.50)	\$20.00	\$0.00	True	Set by state law	
175	Finance	Paper tax return processing fee	\$10.00	\$10.30	3	\$10.25	(\$0.25)	\$10.00	\$0.00	True	Fee not yet implemented	
176	Finance	Non prescribed paper tax return fee.						\$25.00			New Fee: Fee to address paper returns that are not the prescribed returns.	
<b>177</b>	<b>Finance</b>	<b>Business License</b>										
178	Finance	Application fee	\$15.00	\$15.45	3	\$15.50	\$0.50	\$16.00	\$1.00	True	Increase every other year in even dollar amounts.	
179	Finance	Biennial license fee	\$26.00	\$26.78	3	\$26.75	(\$0.75)	\$26.00	\$0.00	True	Increase every other year in even dollar amounts.	
180	Finance	Paper License Processing Fee	\$10.00	\$10.30	3	\$10.25	\$9.75	\$20.00	\$10.00	True	Increase fee to fully cover costs and encourage businesses to license online. This will also ensure that they have an online tax account registration.	
181	Finance	Location Change application fee	\$15.00	\$15.45	3	\$15.50	\$0.50	\$16.00	\$1.00	True	Increase every other year in even dollar amounts.	
<b>182</b>	<b>Finance</b>	<b>Seasonal Business License</b>										
183	Finance	License application fee	\$15.00	\$15.45	3	\$15.50	\$0.50	\$16.00	\$1.00	True	Increase every other year in even dollar amounts.	
184	Finance	License fee	\$20.00	\$20.60	3	\$20.50	\$5.50	\$26.00	\$6.00	True	Increase to same as general business license.	
185	Finance	License sales tax deposit	\$300.00	\$309.00	4	\$309.00	(\$9.00)	\$300.00	\$0.00	True	Deposit. Not a fee.	
<b>186</b>	<b>Finance</b>	<b>Amusement Device Distributors</b>										
187	Finance	Application fee	\$15.00	\$15.45	3	\$15.50	\$0.50	\$16.00	\$1.00	True	Increase every other year in even dollar amounts.	
188	Finance	License fee	\$139.00	\$143.17	4	\$143.00	(\$4.00)	\$139.00	\$0.00	True	Fee currently offsets costs.	
<b>189</b>	<b>Finance</b>	<b>Amusement Enterprise License - Carnival / Circus</b>										

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
190	Finance	Application fee	\$15.00	\$15.45	3	\$15.50	\$0.50	\$16.00	\$1.00	True	Increase every other year in even dollar amounts.	
191	Finance	License fee 1st day	\$139.00	\$143.17	4	\$143.00		\$143.00	\$4.00			
192	Finance	License fee additional day	\$69.00	\$71.07	3	\$71.00		\$71.00	\$2.00			
<b>193</b>	<b>Finance</b>	<b>Other Amusement Enterprise License</b>										
194	Finance	License fee 1st day	\$69.00	\$71.07	3	\$71.00		\$71.00	\$2.00			
195	Finance	License fee additional day	\$34.00	\$35.02	3	\$35.00		\$35.00	\$1.00			
<b>196</b>	<b>Finance</b>	<b>Door to Door seller's</b>										
197	Finance	Application fee	\$15.00	\$15.45	3	\$15.50	\$0.50	\$16.00	\$1.00	True	Increase every other year in even dollar amounts.	
198	Finance	License fee	\$16.00	\$16.48	3	\$16.50	\$0.50	\$17.00	\$1.00	True	Set to an even dollar amount	
199	Finance	Sales tax deposit (every 90 days)	\$139.00	\$143.17	4	\$143.00	(\$4.00)	\$139.00	\$0.00	True	Deposit. Not a fee	
200	Finance	Identification card fee (every 90 days)	\$35.00	\$36.05	3	\$36.00		\$36.00	\$1.00			
<del>201</del>	<del>Finance</del>	<del>Manufactured Housing Park</del>										
<del>202</del>	<del>Finance</del>	<del>License application fee</del>	<del>\$15.00</del>	<del>\$15.45</del>	<del>3</del>	<del>\$15.50</del>		<del>\$15.50</del>	<del>\$0.50</del>		<del>Delete Fee: Currently no Manufactured Housing Park licenses are issued. Fees and the requirement for the license will be reevaluated with City Council.</del>	
<del>203</del>	<del>Finance</del>	<del>License fee</del>	<del>\$16.00</del>	<del>\$16.48</del>	<del>3</del>	<del>\$16.50</del>		<del>\$16.50</del>	<del>\$0.50</del>		<del>See line</del>	<del>202</del>
<b>204</b>	<b>Finance</b>	<b>Stable License</b>										
205	Finance	Application fee	\$15.00	\$15.45	3	\$15.50	\$0.50	\$16.00	\$1.00	True	Increase every other year in even dollar amounts.	
206	Finance	License fee	\$139.00	\$143.17	4	\$143.00	(\$4.00)	\$139.00	\$0.00	True	Need for license to be evaluated this year.	
<b>207</b>	<b>Finance</b>	<b>After Hours Club &amp; Teen Club</b>										
208	Finance	Application fee	\$350.00	\$360.50	4	\$361.00		\$361.00	\$11.00			
209	Finance	License fee	\$500.00	\$515.00	4	\$515.00		\$515.00	\$15.00			
210	Finance	Managers license fee	\$71.00	\$73.13	3	\$73.25	\$0.75	\$74.00	\$3.00	True	Increase to even dollar amount.	
<b>211</b>	<b>Finance</b>	<b>Escort Bureau application fee</b>										
212	Finance	Application fee	\$1,000.00	\$1,030.00	4	\$1,030.00	(\$30.00)	\$1,000.00	\$0.00	True	Set by state law.	
213	Finance	New license fee	\$4,000.00	\$4,120.00	4	\$4,120.00	(\$120.00)	\$4,000.00	\$0.00	True	Set by state law.	
214	Finance	License renewal fee	\$5,000.00	\$5,150.00	4	\$5,150.00	(\$150.00)	\$5,000.00	\$0.00	True	Set by state law.	
215	Finance	Escort/Runner application fee	\$200.00	\$206.00	4	\$206.00	(\$6.00)	\$200.00	\$0.00	True	Set by state law.	
216	Finance	Escort/Runner new license fee	\$300.00	\$309.00	4	\$309.00	(\$9.00)	\$300.00	\$0.00	True	Set by state law.	

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
217	Finance	Escort/Runner license renewal fee	\$500.00	\$515.00	4	\$515.00	(\$15.00)	\$500.00	\$0.00	True	Set by state law.	
<b>218</b>	<b>Finance</b>	<b>Amusement Device Vendors</b>										
219	Finance	Application fee	\$15.00	\$15.45	3	\$15.50	\$0.50	\$16.00	\$1.00	True	Even dollar amount	
220	Finance	License fee	\$33.00	\$33.99	3	\$34.00		\$34.00	\$1.00			
<b>221</b>	<b>Finance</b>	<b>Christmas Trees</b>										
222	Finance	Temporary application fee	\$15.00	\$15.45	3	\$15.50	\$0.50	\$16.00	\$1.00	True	Even dollar amount.	
223	Finance	Temporary license fee	\$139.00	\$143.17	4	\$143.00		\$143.00	\$4.00			
224	Finance	Temporary sales tax deposit	\$500.00	\$515.00	4	\$515.00	(\$15.00)	\$500.00	\$0.00	True	Deposit only	
225	Finance	Temporary clean up deposit	\$200.00	\$206.00	4	\$206.00	\$44.00	\$250.00	\$50.00	True	Deposit only	
226	Finance	Adjunct application fee	\$15.00	\$15.45	3	\$15.50	\$0.50	\$16.00	\$1.00	True	Match other application fees.	
227	Finance	Adjunct license fee	\$139.00	\$143.17	4	\$143.00		\$143.00	\$4.00			
<b>228</b>	<b>Finance</b>	<b>Fireworks</b>										
229	Finance	Stand license fee	\$920.00	\$947.60	4	\$948.00	(\$8.00)	\$940.00	\$20.00	True	Even Amount	
230	Finance	Sales tax deposit	\$500.00	\$515.00	4	\$515.00	(\$15.00)	\$500.00	\$0.00	True	Deposit only	
231	Finance	Clean-up deposit	\$300.00	\$309.00	4	\$309.00	(\$9.00)	\$300.00	\$0.00	True	Deposit only	
<b>232</b>	<b>Finance</b>	<b>Massage Facility</b>										
233	Finance	Application Fee	\$200.00	\$206.00	4	\$206.00		\$206.00	\$6.00			
234	Finance	Annual License Fee	\$50.00	\$51.50	3	\$51.50	(\$1.50)	\$50.00	\$0.00	True	Leave even amount in first year.	
235	Finance	Manager License Fee	\$50.00	\$51.50	3	\$51.50	(\$1.50)	\$50.00	\$0.00	True	Leave even amount in first year.	
<b>236</b>	<b>Finance</b>	<b>Pawnbroker</b>										
237	Finance	Application fee	\$2,781.00	\$2,864.43	4	\$2,864.00		\$2,864.00	\$83.00			
238	Finance	License fee	\$696.00	\$716.88	4	\$717.00		\$717.00	\$21.00			
239	Finance	Manager fee	\$69.00	\$71.07	3	\$71.00		\$71.00	\$2.00			
240	Finance	License transfer fee	\$3,476.00	\$3,580.28	4	\$3,580.00		\$3,580.00	\$104.00			
<b>241</b>	<b>Finance</b>	<b>Secondhand Dealer</b>										
242	Finance	Application fee	\$555.00	\$571.65	4	\$572.00		\$572.00	\$17.00			
243	Finance	License fee	\$139.00	\$143.17	4	\$143.00		\$143.00	\$4.00			
<b>244</b>	<b>Finance</b>	<b>Sexually Oriented Business</b>										
245	Finance	Application fee	\$696.00	\$716.88	4	\$717.00		\$717.00	\$21.00			
246	Finance	License fee	\$279.00	\$287.37	4	\$287.00		\$287.00	\$8.00			
247	Finance	Manager fee	\$69.50	\$71.58	3	\$71.50		\$71.50	\$2.00			
248	Finance	License transfer fee	\$55.75	\$57.42	3	\$57.50		\$57.50	\$1.75			
<b>249</b>	<b>Finance</b>	<b>Trash Haulers</b>										
250	Finance	Application fee	\$15.00	\$15.45	3	\$15.50	\$0.50	\$16.00	\$1.00	True	Match other application fees.	
251	Finance	License transfer fee	\$15.00	\$15.45	3	\$15.50	\$0.50	\$16.00	\$1.00	True	Match other application fees.	
252	Finance	Certificate fee	\$70.00	\$72.10	3	\$72.00		\$72.00	\$2.00			

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<b>253</b>	<b>Finance</b>	<b>Liquor Licensing Fees</b>										
254	Finance	Tastings Permit Annual License	\$136.00	\$140.08	4	\$140.00	(\$4.00)	\$136.00	\$0.00	True	State law	
255	Finance	New License Application Fee	\$1,000.00	\$1,030.00	4	\$1,030.00	(\$30.00)	\$1,000.00	\$0.00	True	State law	
256	Finance	Transfer of Ownership or Location Change Application Fee	\$750.00	\$772.50	4	\$772.00	(\$22.00)	\$750.00	\$0.00	True	State law	
257	Finance	Renewal Fee	\$100.00	\$103.00	4	\$103.00	(\$3.00)	\$100.00	\$0.00	True	State law	
258	Finance	Expired License Renewal Fee	\$500.00	\$515.00	4	\$515.00	(\$15.00)	\$500.00	\$0.00	True	State law	
259	Finance	Reissued License Fee / per day past 90 day expiration	\$25.00	\$25.75	3	\$25.75	(\$0.75)	\$25.00	\$0.00	True	State law	
260	Finance	Special Event Permit (per application fee)	\$100.00	\$103.00	4	\$103.00	(\$3.00)	\$100.00	\$0.00	True	State law	
261	Finance	Common Consumption Area New Application Fee	\$511.00	\$526.33	4	\$526.00		\$526.00	\$15.00			
262	Finance	Common Consumption Area Annual Renewal Fee	\$204.00	\$210.12	4	\$210.00		\$210.00	\$6.00			
263	Finance	Common Consumption Area Attachment Fee	\$51.00	\$52.53	3	\$52.50	\$2.50	\$55.00	\$4.00	True	Even dollar amount	
264	Finance	Annual Liquor License Fees	\$3.75 - \$100.00	\$3.86 - \$103.00	2-4	\$3.85 - \$103.00	(\$0.10) - (\$3.00)	\$3.75 - \$100.00	\$0.00 - \$0.00	True	State law	
<b>265</b>	<b>Finance</b>	<b>Cabaret License Fees</b>										
266	Finance	Application Fee	\$204.00	\$210.12	4	\$210.00		\$210.00	\$6.00			
267	Finance	Cabaret License	\$511.00	\$526.33	4	\$526.00		\$526.00	\$15.00			
<b>268</b>	<b>Finance</b>	<b>Retail Marijuana Establishment Fees</b>										
<b>269</b>	<b>Finance</b>	<b>Application Fee (\$5,000) collected by state - City to get 1/2 of fee</b>										
270	Finance	Operating Fee (first time and annual renewal)	\$15,000.00	\$15,450.00	4	\$15,450.00	(\$450.00)	\$15,000.00	\$0.00	True	Fee is adequate to cover costs.	
271	Finance	Late Renewal Fee	\$7,500.00	\$7,725.00	4	\$7,725.00	(\$225.00)	\$7,500.00	\$0.00	True	Fee is adequate to cover costs.	
272	Finance	Change of Location Fee	\$2,500.00	\$2,575.00	4	\$2,575.00	(\$1,575.00)	\$1,000.00	(\$1,500.00)	True	Fee in line with service cost	
<b>273</b>	<b>Finance</b>	<b>Change of Ownership</b>										
274	Finance	Sale of Business to New Owner	\$2,500.00	\$2,575.00	4	\$2,575.00	(\$75.00)	\$2,500.00	\$0.00	True	Fee is adequate to cover costs.	
275	Finance	Addition/Removal of Owner from Existing Ownership Group						\$1,500.00			New Fee: Differentiating Change of Ownership Types	
276	Finance	Change of Corporate Structure						\$800.00			New Fee: Differentiating Change of Ownership Types	
277	Finance	Change of Legal/Trade Name						\$100.00			New Fee: Differentiating Change of Ownership Types	
278	Finance	Modification of Premises Fee	\$2,500.00	\$2,575.00	4	\$2,575.00	(\$2,475.00)	\$100.00	(\$2,400.00)	True	More in line with service cost	
279	Finance	Application Fee (first time license) (Aurora portion of State Fee)	\$2,500.00	\$2,575.00	4	\$2,575.00	(\$75.00)	\$2,500.00	\$0.00	True	Fee is adequate to cover costs.	
<b>Fire</b>												

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
<b>280</b>	<b>Fire</b>	<b>Officer Development Training</b>										
<del>281</del>	<del>Fire</del>	<del>Training of non AFD new or experienced Fire Officers in skills for Leadership, Ethics, Fire Command, Supervision, Incident Command.</del>	<del>\$552.00 per training session (per person)</del>	<del>\$568.56 per training session (per person)</del>				<del>\$569.00 per training session (per person)</del>			<del>Delete—Included in CAPSTC Fees</del>	
<b>282</b>	<b>Fire</b>	<b>Fire Incident Reports</b>										
283	Fire	Maintain, Search, Retrieve and Print First 10 Pages						\$5.00			New Fee: Fire Incident Reports - Fees modeled after APD and City Clerk	
284	Fire	Each page thereafter						\$0.25			See line	283
285	Fire	Redaction/every 50 pages						\$7.35			See line	283
286	Fire	Digital Photo (per picture)						\$1.65			See line	283
287	Fire	Flash Drive						Flash Drive Cost			See line	283
288	Fire	Research (per hour)						1st hour free, each additional hour \$30.00 per hour			See line	283
<b>289</b>	<b>Fire</b>	<b>Fire Code Inspection</b>										
290	Fire	First Inspection	no charge	no charge				no charge				
291	Fire	Reinspection- 2nd event	\$42.00	\$43.26	3	\$43.25		\$43.25	\$1.25			
292	Fire	Reinspection- 3rd and subsequent events	\$173.00	\$178.19	4	\$178.00		\$178.00	\$5.00			
<b>293</b>	<b>Fire</b>	<b>Meeting Room Fees (fee for maximum four hour use per rental)</b>										
<b>294</b>	<b>Fire</b>	<b>All users EXCEPT Aurora-based registered HOA's and neighborhood associations will be charged the flat meeting room use fee associated with the room they have reserved. Registered HOA's and neighborhood associations will not be charged a room use fee.</b>										
295	Fire	Stations 1, 2, 3, 5, 11, 13, 14, 15, and 16 (fee per rental)	\$17.00	\$17.51	3	\$17.50		\$17.50	\$0.50			
<b>296</b>	<b>Fire</b>	<b>Food and Beverage Impact Fees (per event)</b>										
<b>297</b>	<b>Fire</b>	<b>All users INCLUDING Aurora-based registered HOA's and neighborhood associations will be charged the flat impact fee when food and/or beverages are served in rooms.</b>										
298	Fire	Stations 1, 2, 3, 5, 11, 13, 14, 15, and 16 (fee per rental)	\$11.50	\$11.85	3	\$11.75		\$11.75	\$0.25			
<b>299</b>	<b>Fire</b>	<b>CITY OF AURORA PUBLIC SAFETY TRAINING CENTER (CAPSTC)</b>										
<b>300</b>	<b>Fire</b>	<b>Training</b>										
301	Fire	Aurora Fire Rescue Officer Development Program	\$520.00	\$535.60	4	\$536.00		\$536.00	\$16.00			
302	Fire	Basic Police Recruit POST Academy	\$7,500.00	\$7,725.00	4	\$7,725.00		\$7,725.00	\$225.00			
303	Fire	Fire Recruit Academy	\$6,000.00	\$6,180.00	4	\$6,180.00		\$6,180.00	\$180.00			
304	Fire	1/2 Defensive Tactics (Includes mat)- Full Day	\$200.00	\$206.00	4	\$206.00		\$206.00	\$6.00			
305	Fire	1/2 Defensive Tactics (Includes mats)- 1/2 Day	\$100.00	\$103.00	4	\$103.00		\$103.00	\$3.00			
306	Fire	Defensive Tactics (Includes mat)- Full Day	\$400.00	\$412.00	4	\$412.00		\$412.00	\$12.00			
307	Fire	Defensive Tactics (Includes mats)- 1/2 Day	\$200.00	\$206.00	4	\$206.00		\$206.00	\$6.00			

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
<b>308</b>	<b>Fire</b>	<b>Prop and Facility Rentals, Equipment Rental, Material Use</b>										
309	Fire	Car (Crown Vic, Caprice or PIT)- 1/2 Day (Includes fuel. Any damage responsibility of renting agency. Subject to availability)	\$250.00	\$257.50	4	\$258.00		\$258.00	\$8.00			
310	Fire	Car (Crown Vic, Caprice or PIT)- Full Day (Includes fuel. Any damage responsibility of renting agency. Subject to availability)	\$500.00	\$515.00	4	\$515.00		\$515.00	\$15.00			
311	Fire	Class A Burn House- 1/2 Day	\$300.00	\$309.00	4	\$309.00		\$309.00	\$9.00			
312	Fire	Class A Burn House- Full Day	\$500.00	\$515.00	4	\$515.00		\$515.00	\$15.00			
313	Fire	Combined Classroom- Full Day Only (96 chairs)	\$250.00	\$257.50	4	\$258.00		\$258.00	\$8.00			
314	Fire	Combined Classroom- Week	\$1,125.00	\$1,158.75	4	\$1,159.00		\$1,159.00	\$34.00			
315	Fire	Fire Brigade Consumables- per course (Based on actual consumables up to \$536 per course)	up to \$520.00	up to \$535.60		up to \$536.00		up to \$536.00	\$16.00			
316	Fire	Fire Brigade Training- per person, per day	\$180.00	\$185.40	4	\$185.00		\$185.00	\$5.00			
317	Fire	Force Simulator- 1/2 Day	\$100.00	\$103.00	4	\$103.00		\$103.00	\$3.00			
318	Fire	Force Simulator- Full Day	\$200.00	\$206.00	4	\$206.00		\$206.00	\$6.00			
319	Fire	Instructor/Safety- per hour (4 hr minimum)	\$60.00	\$61.80	3	\$61.75		\$61.75	\$1.75			
320	Fire	Large Classroom- 1/2 Day (48 chairs)	\$100.00	\$103.00	4	\$103.00		\$103.00	\$3.00			
321	Fire	Large Classroom- Full Day	\$150.00	\$154.50	4	\$154.00		\$154.00	\$4.00			
322	Fire	Large Classroom- Week	\$675.00	\$695.25	4	\$695.00		\$695.00	\$20.00			
323	Fire	Multi-use Bay- per 4 hours (4 hour minimum)	\$400.00	\$412.00	4	\$412.00		\$412.00	\$12.00			
324	Fire	OSB / 4x8 Sheet (per sheet)	\$10.00	\$10.30	3	\$10.25		\$10.25	\$0.25			
325	Fire	Practical Apps- per 4 hours (4 hour minimum)	\$500.00	\$515.00	4	\$515.00		\$515.00	\$15.00			
326	Fire	Practical Apps- Rappelling- 1/2 day	\$100.00	\$103.00	4	\$103.00		\$103.00	\$3.00			
327	Fire	Prop Operator- per hour (4 hour minimum)	\$60.00	\$61.80	3	\$61.75		\$61.75	\$1.75			
328	Fire	Propane Use (propane will be billed at 100 gallons per 3 minute evolution until meter is installed)	\$1.50/gallon	\$1.55/gallon		\$1.55/gallon		\$1.55/gallon	\$0.05			
329	Fire	Pumper- per hour	\$50.00	\$51.50	3	\$51.50		\$51.50	\$1.50			
330	Fire	Roof Prop- 1/2 Day	\$50.00	\$51.50	3	\$51.50		\$51.50	\$1.50			
331	Fire	Sheetrock / 4x8 Sheet (per sheet)	\$10.00	\$10.30	3	\$10.25		\$10.25	\$0.25			
332	Fire	Skills Pad (Includes cones)- 1/2 Day	\$200.00	\$206.00	4	\$206.00		\$206.00	\$6.00			
333	Fire	Skills Pad (Includes cones)- Full Day	\$400.00	\$412.00	4	\$412.00		\$412.00	\$12.00			
334	Fire	Small Classroom 1/2 Day (24-32 chairs)	\$75.00	\$77.25	3	\$77.25		\$77.25	\$2.25			



Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
335	Fire	Small Classroom- Full Day	\$125.00	\$128.75	4	\$129.00		\$129.00	\$4.00			
336	Fire	Small Classroom- Week	\$560.00	\$576.80	4	\$577.00		\$577.00	\$17.00			
337	Fire	Tactical Village Buildings- per 4 hours (4 hour minimum)	\$400.00	\$412.00	4	\$412.00		\$412.00	\$12.00			
338	Fire	Tower- 1/2 Day	\$300.00	\$309.00	4	\$309.00		\$309.00	\$9.00			
339	Fire	Tower- Full Day	\$500.00	\$515.00	4	\$515.00		\$515.00	\$15.00			
340	Fire	Truck- per hour	\$50.00	\$51.50	3	\$51.50		\$51.50	\$1.50			
<b>341</b>	<b>Fire</b>	<b>"Fire Capital Impact Fees"</b>										
342	Fire	Per Single Family Detached Unit	\$115.00	\$118.45	4	\$118.00	\$810.81	\$928.81	\$813.81	True	Approved Impact Fees	
343	Fire	Per Single Family Attached Unit	\$97.75	\$100.68	4	\$101.00	\$578.91	\$679.91	\$582.16	True	Approved Impact Fees	
344	Fire	Per Multi-Family Dwelling Unit	\$79.75	\$82.14	3	\$82.25	\$588.56	\$670.81	\$591.06	True	Approved Impact Fees	
<b>General Management</b>												
<b>345</b>	<b>Gen Mgmt.</b>	<b>CITY CLERK</b>										
<b>346</b>	<b>Gen Mgmt.</b>	<b>Ward Map</b>										
347	Gen Mgmt.	8 1/2 x 11	\$3.45	\$3.55	2	\$3.55		\$3.55	\$0.10			
348	Gen Mgmt.	36 x 48	\$14.00	\$14.42	3	\$14.50		\$14.50	\$0.50			
<b>349</b>	<b>Gen Mgmt.</b>	<b>MUNICIPAL RECORDS</b>										
<b>350</b>	<b>Gen Mgmt.</b>	<b>Municipal Records Fees</b>										
351	Gen Mgmt.	Certified Copies (per page)	\$2.10	\$2.16	2	\$2.15		\$2.15	\$0.05			
352	Gen Mgmt.	Certified Letters (per copy)	\$3.45	\$3.55	2	\$3.55		\$3.55	\$0.10			
<del>353</del>	<del>Gen Mgmt.</del>	<del>Microfiche Copies (per frame)</del>	<del>\$1.45</del>	<del>\$1.49</del>	<del>2</del>	<del>\$1.50</del>		<del>\$1.50</del>	<del>\$0.05</del>		<del>Delete Fee: No longer offered</del>	
354	Gen Mgmt.	Photocopies (8 1/2 x 11 - per page)	\$0.25	\$0.26	1	\$0.26	(\$0.01)	\$0.25	\$0.00	True	Keep at \$0.25	
355	Gen Mgmt.	Flash Drive	Flash Drive Cost	Flash Drive Cost				Flash Drive Cost				
356	Gen Mgmt.	Research (per hr.)	1st hour free, each additional hour \$30.00 per hour	1st hour free, each additional hour \$30.90 per hour		1st hour free, each additional hour \$31.00 per hour	\$2.00	1st hour free, each additional hour \$33.00 per hour		True	Inflation allowance per 2019 Colorado Open Records Act	
<b>357</b>	<b>Gen Mgmt.</b>	<b>TEMPORARY USE PERMITS</b>										
358	Gen Mgmt.	Temporary Use Permit (per use)	\$66.50	\$68.50	3	\$68.50		\$68.50	\$2.00			
359	Gen Mgmt.	Temporary Use Permit - Food Vendor	\$66.50	\$68.50	3	\$68.50		\$68.50	\$2.00			
<b>360</b>	<b>Gen Mgmt.</b>	<b>Meeting Room Fees (fee for maximum four hour use per rental)</b>										
<b>361</b>	<b>Gen Mgmt.</b>	<b>All users EXCEPT Aurora-based registered HOA's and neighborhood associations will be charged the flat meeting room use fee associated with the room they have reserved. Registered HOA's and neighborhood associations will not be charged a room use fee.</b>										
362	Gen Mgmt.	Aurora Room	\$27.75	\$28.58	3	\$28.50		\$28.50	\$0.75			
363	Gen Mgmt.	Fletcher Room	\$11.25	\$11.59	3	\$11.50		\$11.50	\$0.25			
364	Gen Mgmt.	Aspen Room	\$16.50	\$17.00	3	\$17.00		\$17.00	\$0.50			
365	Gen Mgmt.	Lowry Room	\$16.50	\$17.00	3	\$17.00		\$17.00	\$0.50			
366	Gen Mgmt.	Eagle Room	\$16.50	\$17.00	3	\$17.00		\$17.00	\$0.50			
367	Gen Mgmt.	Sand Creek Room	\$16.50	\$17.00	3	\$17.00		\$17.00	\$0.50			



Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
368	Gen Mgmt.	City Café	\$27.75	\$28.58	3	\$28.50		\$28.50	\$0.75			
369	Gen Mgmt.	City Café Deck	\$27.75	\$28.58	3	\$28.50		\$28.50	\$0.75			
<b>370</b>	<b>Gen Mgmt.</b>	<b>Food and Beverage Impact Fees (where allowed, per event)</b>										
<b>371</b>	<b>Gen Mgmt.</b>	<b>All users INCLUDING Aurora-based registered HOA's and neighborhood associations will be charged the flat impact fee when food and/or beverages are served in rooms (this is in addition to the room use fee).</b>										
372	Gen Mgmt.	Aurora Room	\$27.75	\$28.58	3	\$28.50		\$28.50	\$0.75			
373	Gen Mgmt.	Aspen Room	\$27.75	\$28.58	3	\$28.50		\$28.50	\$0.75			
374	Gen Mgmt.	City Café	\$27.75	\$28.58	3	\$28.50		\$28.50	\$0.75			
375	Gen Mgmt.	City Café Deck	\$27.75	\$28.58	3	\$28.50		\$28.50	\$0.75			
<b>376</b>	<b>Gen Mgmt.</b>	<b>OFFICE OF DEVELOPMENT ASSISTANCE</b>										
<b>377</b>	<b>Gen Mgmt.</b>	<b>Annexation Application Fee</b>										
378	Gen Mgmt.	Base Rate	\$243.00	\$250.29	4	\$250.00		\$250.00	\$7.00			
379	Gen Mgmt.	Fee per Acre	\$6.95	\$7.16	2	\$7.15		\$7.15	\$0.20			
380	Gen Mgmt.	Metro District Service Plan Application Fee (non-refundable)	\$4,472.00	\$4,606.16	4	\$4,606.00		\$4,606.00	\$134.00			
381	Gen Mgmt.	Business Improvement District (BID) Application Fee	\$4,472.00	\$4,606.16	4	\$4,606.00		\$4,606.00	\$134.00			
382	Gen Mgmt.	Development Agreements	\$4,472.00	\$4,606.16	4	\$4,606.00		\$4,606.00	\$134.00			
<b>383</b>	<b>Gen Mgmt.</b>	<b>"Capital Impact Fees"</b>										
<b>384</b>	<b>Gen Mgmt.</b>	<b>General Government Capital Impact Fee</b>										
385	Gen Mgmt.	Per Single Family Detached Unit	\$235.00	\$242.05	4	\$242.00	\$883.66	\$1,125.66	\$890.66	True	Approved Impact Fees	
386	Gen Mgmt.	Per Single Family Attached Unit	\$202.00	\$208.06	4	\$208.00	\$616.01	\$824.01	\$622.01	True	Approved Impact Fees	
387	Gen Mgmt.	Per Multi-Family Dwelling Unit	\$164.00	\$168.92	4	\$169.00	\$643.98	\$812.98	\$648.98	True	Approved Impact Fees	
<b>Library &amp; Cultural Services</b>												
<b>388</b>	<b>Lib &amp; Cul</b>	<b>PRINTING (from any device type)</b>										
389	Lib & Cul	Printout (per page)	\$0.10	\$0.10	1	\$0.10		\$0.10	\$0.00			
390	Lib & Cul	Color Printout (per page)	\$0.25 - \$0.25	\$0.26 - \$0.26	1-1	\$0.26 - \$0.26	(\$0.01) - (\$0.01)	\$0.25 - \$0.25	\$0.00 - \$0.00	True	Jamex coin op equipment will not accept pennies	
391	Lib & Cul	Program Fee (per program)	\$0.00 - \$26.50	\$0.00 - \$27.30	1-3	\$0.00 - \$27.25		\$0.00 - \$27.25	\$0.00 - \$0.75			
<b>392</b>	<b>Lib &amp; Cul</b>	<b>Overdue Charges</b>										
393	Lib & Cul	Per Day/Per Item	\$0.20	\$0.21	1	\$0.21	(\$0.01) - (\$0.01)	\$0.20	\$0.00	True	\$0.20 is standard among front range libraries	
394	Lib & Cul	Maximum Per Item	\$10.00	\$10.30	3	\$10.25	(\$0.25) - (\$0.25)	\$10.00	\$0.00	True	\$10.00 is standard among front range libraries	
395	Lib & Cul	Collection Agency Fee (any item)	\$10.00	\$10.30	3	\$10.25	(\$0.25) - (\$0.25)	\$10.00	\$0.00	True	This fee is established by contract	
<b>396</b>	<b>Lib &amp; Cul</b>	<b>Damaged, Lost, and Replacement</b>										
397	Lib & Cul	Damaged Material Per Item Component (repairable)	\$2.15 - \$11.75	\$2.21 - \$12.10	2-3	\$2.20 - \$12.00		\$2.20 - \$12.00	\$0.05 - \$0.25			
398	Lib & Cul	Replacement = Retail + Service Charge	Retail + \$12.25	Retail + \$12.62		Retail + \$12.50		Retail + \$12.50	\$0.25			

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
399	Lib & Cul	Lost Library Card	\$2.00	\$2.06	2	\$2.05	(\$0.05)	\$2.00	\$0.00	True	\$2.00 is standard across front range libraries	
<b>400</b>	<b>Lib &amp; Cul</b>	<b>Resale Items</b>										
401	Lib & Cul	Library Resale of FAPL Books	\$0.50 - \$1.00	\$0.52 - \$1.03	1-2	\$0.52 - \$1.05	(\$0.02) - (\$0.05)	\$0.50 - \$1.00	\$0.00 - \$0.00	True	Friends of the Aurora Public Library set prices	
402	Lib & Cul	Miscellaneous Resale Supply Merchandise	\$0.50 - \$22.50	\$0.52 - \$23.18	1-3	\$0.52 - \$23.25		\$0.52 - \$23.25	\$0.02 - \$0.75			
<b>403</b>	<b>Lib &amp; Cul</b>	<b>Meeting Room Fees (fee for maximum four hour use per rental)</b>										
<b>404</b>	<b>Lib &amp; Cul</b>	<b>All users EXCEPT Aurora-based registered HOA's and neighborhood associations will be charged the flat meeting room use fee associated with the room they have reserved. Registered HOA's and neighborhood associations will not be charged a room use fee.</b>										
405	Lib & Cul	Large Community Room	\$27.75	\$28.58	3	\$28.50		\$28.50	\$0.75			
406	Lib & Cul	Small Community Room	\$16.50	\$17.00	3	\$17.00		\$17.00	\$0.50			
<b>407</b>	<b>Lib &amp; Cul</b>	<b>Tallyn's Reach Library Meeting Rooms</b>										
408	Lib & Cul	Community Room	\$28.50	\$29.36	3	\$29.25		\$29.25	\$0.75			
<b>409</b>	<b>Lib &amp; Cul</b>	<b>MLK Library Meeting Rooms</b>										
410	Lib & Cul	Akron Room	\$11.25	\$11.59	3	\$11.50		\$11.50	\$0.25			
411	Lib & Cul	Boston Room	\$11.25	\$11.59	3	\$11.50		\$11.50	\$0.25			
412	Lib & Cul	Clinton Room	\$11.25	\$11.59	3	\$11.50		\$11.50	\$0.25			
413	Lib & Cul	Dayton Room	\$11.25	\$11.59	3	\$11.50		\$11.50	\$0.25			
414	Lib & Cul	Akron and Boston Rooms	\$16.50	\$17.00	3	\$17.00		\$17.00	\$0.50			
415	Lib & Cul	Akron and Clinton Rooms	\$16.50	\$17.00	3	\$17.00		\$17.00	\$0.50			
416	Lib & Cul	Boston and Dayton Rooms	\$16.50	\$17.00	3	\$17.00		\$17.00	\$0.50			
417	Lib & Cul	Clinton and Dayton Rooms	\$16.50	\$17.00	3	\$17.00		\$17.00	\$0.50			
418	Lib & Cul	Akron, Boston, Clinton and Dayton Rooms (combined)	\$27.75	\$28.58	3	\$28.50		\$28.50	\$0.75			
<b>419</b>	<b>Lib &amp; Cul</b>	<b>Mission Viejo Library Meeting Rooms</b>										
420	Lib & Cul	Community Room	\$16.50	\$17.00	3	\$17.00		\$17.00	\$0.50			
<b>421</b>	<b>Lib &amp; Cul</b>	<b>CULTURAL SERVICES</b>										
<b>422</b>	<b>Lib &amp; Cul</b>	<b>Aurora Dance Arts</b>										
423	Lib & Cul	Childrens classes	\$8.80	\$9.06	2	\$9.05		\$9.05	\$0.25			
424	Lib & Cul	Social Dance classes	\$9.20	\$9.48	2	\$9.50		\$9.50	\$0.30			
425	Lib & Cul	Dance Recital tickets	\$7.00 - \$8.00	\$7.21 - \$8.24	2-2	\$7.20 - \$8.25		\$7.20 - \$8.25	\$0.20 - \$0.25			
426	Lib & Cul	Tickets for additional recitals, after 1 recital purchased at full price	\$4.00	\$4.12	2	\$4.10		\$4.10	\$0.10			
427	Lib & Cul	Fall production tickets	\$4.00 - \$16.00	\$4.12 - \$16.48	2-3	\$4.10 - \$16.50		\$4.10 - \$16.50	\$0.10 - \$0.50			
428	Lib & Cul	Fall Performance Preschool Group Sales, per attendee	\$4.00	\$4.12	2	\$4.10		\$4.10	\$0.10			
429	Lib & Cul	Fall Performance Elementary or Middle School Group Sales, per attendee	\$6.00	\$6.18	2	\$6.20		\$6.20	\$0.20			
430	Lib & Cul	Private Dance Lessons	\$41.00	\$42.23	3	\$42.25		\$42.25	\$1.25			
<b>431</b>	<b>Lib &amp; Cul</b>	<b>Aurora Fox Arts Center</b>										

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
432	Lib & Cul	Main Stage Center Section, Adult	\$37.00	\$38.11	3	\$38.00	(\$1.00)	\$37.00	\$0.00	True	Current Fees are at market tolerance	
433	Lib & Cul	Main Stage Ticket, Front	\$33.00	\$33.99	3	\$34.00	(\$1.00)	\$33.00	\$0.00	True	Current Fees are at market tolerance	
434	Lib & Cul	Main Stage Ticket, under 12 years old	\$16.00	\$16.48	3	\$16.50	(\$0.50)	\$16.00	\$0.00	True	Current Fees are at market tolerance	
435	Lib & Cul	Main Stage, Rear Balcony Center						\$28.00			New fee proposed	
436	Lib & Cul	Main Stage, Balcony Sides						\$20.00			New Fee Proposed	
437	Lib & Cul	Childrens Theatre Ticket	\$7.00	\$7.21	2	\$7.20	(\$0.20)	\$7.00	\$0.00	True	Current Fees are at market tolerance	
438	Lib & Cul	Childrens Theatre Ticket, Groups of 10 or more	\$5.00	\$5.15	2	\$5.15	(\$0.15)	\$5.00	\$0.00	True	Current Fees are at market tolerance	
<b>439</b>	<b>Lib &amp; Cul</b>	<b>Aurora Fox Recognized Discount Programs:</b>										
440	Lib & Cul	- Students, Seniors and Military	\$26.00	\$26.78	3	\$26.75	(\$0.75)	\$26.00	\$0.00	True	Current Fees are at market tolerance	
441	Lib & Cul	- Season Subscribers +1/Friend ticket	\$23.00	\$23.69	3	\$23.75	(\$3.75)	\$20.00	(\$3.00)	True	We would like to reduce the fee to incentivize sales	
442	Lib & Cul	- Half Price (based on Orchestra Side, Balcony, or Studio) at the discretion of the market	\$17.00	\$17.51	3	\$17.50	(\$0.50)	\$17.00	\$0.00	True	Current Fees are at market tolerance	
443	Lib & Cul	<del>Main Stage Ticket, Early Bird, Adult, Any Seat (At the discretion of the market, date to be TBD)</del>	<del>\$29.00</del>	<del>\$29.87</del>	<del>3</del>	<del>\$29.75</del>		<del>\$29.75</del>	<del>\$0.75</del>		<del>Delete Fee- See line</del>	445
444	Lib & Cul	Groups of 10 or More (Discount on \$33 tickets)	\$24.00	\$24.72	3	\$24.75	(\$0.75)	\$24.00	\$0.00	True	Current Fee is at market tolerance	
445	Lib & Cul	Season Subscriptions						\$45.00 - \$90.00			New Fee: Expressing this as a range gives us better flexibility in marketing this product	
446	Lib & Cul	<del>Season Subscribers, RENEWAL, except Opening Night Package (must purchase all 5 productions and purchased subscription by 10/31 of prior year)</del>	<del>\$20.00</del>	<del>\$20.60</del>	<del>3</del>	<del>\$20.50</del>		<del>\$20.50</del>	<del>\$0.50</del>		<del>Delete Fee- See line</del>	445
447	Lib & Cul	<del>Season Subscribers-NEW, except opening night package (must purchase all five productions prior to 6/19)</del>	<del>\$24.00</del>	<del>\$24.72</del>	<del>3</del>	<del>\$24.75</del>		<del>\$24.75</del>	<del>\$0.75</del>		<del>Delete Fee- See line</del>	445
448	Lib & Cul	<del>Season Subscribers-NEW, except opening night package (purchased all five productions after 6/19 of any year)</del>	<del>\$26.00</del>	<del>\$26.78</del>	<del>3</del>	<del>\$26.75</del>		<del>\$26.75</del>	<del>\$0.75</del>		<del>Delete Fee- See line</del>	445

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
449	Lib & Cul	Opening Night Subscription RENEWAL (must purchase all 5 productions, must have purchased subscription in prior year)	\$16.00	\$16.48	3	\$16.50		\$16.50	\$0.50		Delete Fee: See line	445
450	Lib & Cul	Opening Night Subscription NEW (must purchase all 5 productions)	\$17.00	\$17.51	3	\$17.50		\$17.50	\$0.50		Delete Fee: See line	445
451	Lib & Cul	Fundraising and Special Events	\$50.00 - \$104.00	\$51.50 - \$107.12	3-4	\$51.50 - \$107.00		\$51.50 - \$107.00	\$1.50 - \$3.00			
452	Lib & Cul	Childrens Theatre classes	\$0.00 - \$347.00	\$0.00 - \$357.41	1-4	\$0.00 - \$357.00		\$0.00 - \$357.00	\$0.00 - \$10.00			
453	Lib & Cul	Production Services	\$7,000.00 - \$56,806.00	\$7,210.00 - \$58,510.18	4-4	\$7,210.00 - \$58,510.00	(\$6,210.00) - (\$510.00)	\$1,000.00 - \$58,000.00	(\$6,000.00) - \$1,194.00	True	Current fee range lower number must be adjusted to allow for small prop construction	
454	Lib & Cul	Cost Recovery Fee per ticket						\$3.00			New Fee: Industry standard fee	
455	Lib & Cul	Rehearsal Main Stage- For Profit, 4 hours	\$800.00	\$824.00	4	\$824.00		\$824.00	\$24.00			
456	Lib & Cul	Rehearsal Main Stage Rental - Non-Profit, 4 hours	\$700.00	\$721.00	4	\$721.00		\$721.00	\$21.00			
457	Lib & Cul	Rehearsal Main Stage Rental - City Department, 4 hours	\$600.00 - \$600.00	\$618.00 - \$618.00	4-4	\$618.00 - \$618.00		\$618.00 - \$618.00	\$18.00 - \$18.00			
458	Lib & Cul	Rehearsal Studio Theatre - For Profit, 4 hours	\$400.00	\$412.00	4	\$412.00		\$412.00	\$12.00			
459	Lib & Cul	Rehearsal Studio Theatre - Non Profit, 4 hours	\$300.00	\$309.00	4	\$309.00		\$309.00	\$9.00			
460	Lib & Cul	Rehearsal Studio Theatre - City Department, 4 hours	\$200.00	\$206.00	4	\$206.00		\$206.00	\$6.00			
461	Lib & Cul	Performance Main Stage Rental - Non Profit, Weekly	\$1,100.00 - \$1,800.00	\$1,133.00 - \$1,854.00	4-4	\$1,133.00 - \$1,854.00		\$1,133.00 - \$1,854.00	\$33.00 - \$54.00			
462	Lib & Cul	Performance Main Stage Rental - For Profit, Weekly	\$1,500.00 - \$2,200.00	\$1,545.00 - \$2,266.00	4-4	\$1,545.00 - \$2,266.00		\$1,545.00 - \$2,266.00	\$45.00 - \$66.00			
463	Lib & Cul	Performance Main Stage Rental - City Department, Weekly	\$900.00 - \$1,200.00	\$927.00 - \$1,236.00	4-4	\$927.00 - \$1,236.00		\$927.00 - \$1,236.00	\$27.00 - \$36.00			
464	Lib & Cul	Performance Studio Theatre - For Profit, Weekly	\$600.00 - \$1,000.00	\$618.00 - \$1,030.00	4-4	\$618.00 - \$1,030.00		\$618.00 - \$1,030.00	\$18.00 - \$30.00			
465	Lib & Cul	Performance Studio Theatre - Non Profit, Weekly	\$500.00 - \$800.00	\$515.00 - \$824.00	4-4	\$515.00 - \$824.00		\$515.00 - \$824.00	\$15.00 - \$24.00			
466	Lib & Cul	Performance Studio Theatre - City Department, Weekly	\$300.00 - \$600.00	\$309.00 - \$618.00	4-4	\$309.00 - \$618.00		\$309.00 - \$618.00	\$9.00 - \$18.00			
467	Lib & Cul	Lobby Rental - For Profit, Lobby + Exterior, 4 hours	\$400.00	\$412.00	4	\$412.00		\$412.00	\$12.00			
468	Lib & Cul	Lobby Rental - Non Profit, Lobby + Exterior, 4 hours	\$350.00	\$360.50	4	\$361.00		\$361.00	\$11.00			
469	Lib & Cul	Lobby Rental - City Department, Lobby + Exterior, 4 hours	\$250.00	\$257.50	4	\$258.00		\$258.00	\$8.00			

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
470	Lib & Cul	Rental House Technician per hour, 4 hour minimum	\$20.00 - \$35.00	\$20.60 - \$36.05	3-3	\$20.50 - \$36.00	\$9.50 - \$4.00	\$30.00 - \$40.00	\$10.00 - \$5.00	True	Due to substantial salary increases we need to increase the amount we charge to assure cost recovery	
471	Lib & Cul	Rental House Staff (when box office used) - Per Hour, 4 hour minimum	\$15.00 - \$40.00	\$15.45 - \$41.20	3-3	\$15.50 - \$41.25	(\$0.50) - (\$1.25)	\$15.00 - \$40.00	\$0.00 - \$0.00	True	Current fee is sufficient for cost recover + profit	
472	Lib & Cul	Rental House Manager per Hour - 4 Hour Minimum	\$25.00 - \$40.00	\$25.75 - \$41.20	3-3	\$25.75 - \$41.25	\$4.25 - \$8.75	\$30.00 - \$50.00	\$5.00 - \$10.00	True	Due to substantial pay raises we must increase this fee for cost recovery	
473	Lib & Cul	Piano Moving and/or Tuning	\$750.00	\$772.50	4	\$772.00	(\$572.00)	\$200.00	(\$550.00)	True	Piano is now stored such than moving distance is shorter	
474	Lib & Cul	Concession Sales	\$1.00 - \$25.50	\$1.03 - \$26.27	2-3	\$1.05 - \$26.25	(\$0.05) - (\$1.25)	\$1.00 - \$25.00	\$0.00 - (\$0.50)	True	Current fee range is sufficient for current product offerings	
475	Lib & Cul	Painting of Stage Floor Back to Black	\$200.00	\$206.00	4	\$206.00		\$206.00	\$6.00			
476	Lib & Cul	Studio Riser Removal	\$200.00	\$206.00	4	\$206.00		\$206.00	\$6.00			
477	Lib & Cul	Prop, Costume or Equipment Rental	\$25.00 - \$500.00	\$25.75 - \$515.00	3-4	\$25.75 - \$515.00	(\$15.75)	\$10.00 - \$515.00	(\$15.00) - \$15.00	True	Lower end of range adjusted to accommodate small prop rentals	
478	Lib & Cul	Staff Time - Less than 5 days notice, per hour	\$51.00	\$52.53	3	\$52.50		\$52.50	\$1.50			
<b>479</b>	<b>Lib &amp; Cul</b>	<b>Aurora History Museum</b>										
480	Lib & Cul	Tours	\$0.00 - \$305.00	\$0.00 - \$314.15	1-4	\$0.00 - \$314.00		\$0.00 - \$314.00	\$0.00 - \$9.00			
481	Lib & Cul	Workshops	\$0.00 - \$50.50	\$0.00 - \$52.02	1-3	\$0.00 - \$52.00		\$0.00 - \$52.00	\$0.00 - \$1.50			
482	Lib & Cul	Lectures & Programs	\$1.00 - \$92.50	\$1.03 - \$95.28	2-3	\$1.05 - \$95.25		\$1.05 - \$95.25	\$0.05 - \$2.75			
483	Lib & Cul	Camps	\$26.00 - \$478.00	\$26.78 - \$492.34	3-4	\$26.75 - \$492.00		\$26.75 - \$492.00	\$0.75 - \$14.00			
484	Lib & Cul	Community Gallery Rental	Free to \$38.00/hr.	Free to \$39.14/hr.		Free to \$39.00/hr.		Free to \$39.00/hr.	\$1.00			
<b>485</b>	<b>Lib &amp; Cul</b>	<b>Museum Archive Copy Requests</b>										
486	Lib & Cul	Archival Reproductions, Personal Use, Size Dependent	\$10.00 - \$36.00	\$10.30 - \$37.08	3-3	\$10.25 - \$37.00	(\$0.25)	\$10.00 - \$37.00	\$0.00 - \$1.00	True	Lower end should be kept at 10.00 as standard pricing	
487	Lib & Cul	Archival Reproduction, Commercial Use, Based on Number of Impressions and Medium Used	\$12.00 - \$202.00	\$12.36 - \$208.06	3-4	\$12.25 - \$208.00	(\$0.25)	\$12.00 - \$208.00	\$0.00 - \$6.00	True	Lower range should remain at 12.00 as standard pricing	
488	Lib & Cul	Staff Research Time, per 15 minute increment	\$7.00	\$7.21	2	\$7.20	(\$0.20)	\$7.00	\$0.00	True	We would prefer to keep this at an even amount	
<b>489</b>	<b>Lib &amp; Cul</b>	<b>Pottery</b>										
490	Lib & Cul	Beginning Pottery	\$59.00 - \$90.00	\$60.77 - \$92.70	3-3	\$60.75 - \$92.75	\$13.25 - \$0.25	\$74.00 - \$93.00	\$15.00 - \$3.00	True	Program costs have increased substantially	

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
491	Lib & Cul	Intermediate Pottery	\$70.00 - \$90.00	\$72.10 - \$92.70	3-3	\$72.00 - \$92.75	\$2.00 - \$0.25	\$74.00 - \$93.00	\$4.00 - \$3.00	True	Program costs have increased substantially	
492	Lib & Cul	Advanced Pottery	\$70.00 - \$90.00	\$72.10 - \$92.70	3-3	\$72.00 - \$92.75	\$2.00 - \$0.25	\$74.00 - \$93.00	\$4.00 - \$3.00	True	Program costs have increased substantially	
493	Lib & Cul	All Levels Pottery	\$59.00 - \$90.00	\$60.77 - \$92.70	3-3	\$60.75 - \$92.75	\$1.75 - \$0.25	\$62.50 - \$93.00	\$3.50 - \$3.00	True	Program costs have increased substantially	
494	Lib & Cul	Specialty Pottery Classes	\$33.00 - \$90.00	\$33.99 - \$92.70	3-3	\$34.00 - \$92.75	\$6.00 - \$22.25	\$40.00 - \$115.00	\$7.00 - \$25.00	True	New classes are being offered with greater expenses attached in addition to fixed costs increasing	
495	Lib & Cul	Polymer Clay	\$45.00 - \$80.00	\$46.35 - \$82.40	3-3	\$46.25 - \$82.50	\$0.75 - \$4.50	\$47.00 - \$87.00	\$2.00 - \$7.00	True	Program fixed costs have increased	
496	Lib & Cul	Supply Fees	\$10.00 - \$45.00	\$10.30 - \$46.35	3-3	\$10.25 - \$46.25	\$0.75 - \$3.75	\$11.00 - \$50.00	\$1.00 - \$5.00	True	Supply costs have increased	
497	Lib & Cul	Firing Fee, Dependent on Size of Piece	\$0.39 - \$145.00	\$0.40 - \$149.35	1-4	\$0.40 - \$149.00		\$0.40 - \$149.00	\$0.01 - \$4.00			
498	Lib & Cul	Independent Practice	\$37.00 - \$48.00	\$38.11 - \$49.44	3-3	\$38.00 - \$49.50		\$38.00 - \$49.50	\$1.00 - \$1.50			
499	Lib & Cul	Resale Materials and Tools	\$2.00 - \$20.00	\$2.06 - \$20.60	2-3	\$2.05 - \$20.50	\$0.45 - \$1.50	\$2.50 - \$22.00	\$0.50 - \$2.00	True	Cost increase	
<b>500</b>	<b>Lib &amp; Cul</b>	<b>Visual Arts/Music</b>										
501	Lib & Cul	Watercolor Adult	\$60.00 - \$80.00	\$61.80 - \$82.40	3-3	\$61.75 - \$82.50	\$0.25 - \$0.50	\$62.00 - \$83.00	\$2.00 - \$3.00	True	Rounding up to even dollar figures	
502	Lib & Cul	Watercolor Kids	\$53.00 - \$69.00	\$54.59 - \$71.07	3-3	\$54.50 - \$71.00	\$0.50	\$55.00 - \$71.00	\$2.00 - \$2.00	True	Rounding up to even dollar figures	
503	Lib & Cul	Learn Your Camera	\$51.00 - \$66.00	\$52.53 - \$67.98	3-3	\$52.50 - \$68.00	\$0.50	\$53.00 - \$68.00	\$2.00 - \$2.00	True	Rounding up to even dollar figures	
504	Lib & Cul	Drawing Adult	\$53.00 - \$80.00	\$54.59 - \$82.40	3-3	\$54.50 - \$82.50	\$7.50 - \$0.50	\$62.00 - \$83.00	\$9.00 - \$3.00	True	Program costs have increased	
<b>505</b>	<b>Lib &amp; Cul</b>	<b>Drawing 14 and under</b>						<b>\$55.00 - \$71.00</b>			<b>New Fee: Splitting pricing for drawing programs</b>	
506	Lib & Cul	Oil Painting	\$60.00 - \$80.00	\$61.80 - \$82.40	3-3	\$61.75 - \$82.50	\$3.25 - \$0.50	\$65.00 - \$83.00	\$5.00 - \$3.00	True	Program costs have increased	
507	Lib & Cul	Bob Ross Oil Painting	\$60.00 - \$85.00	\$61.80 - \$87.55	3-3	\$61.75 - \$87.50	\$0.25 - \$0.50	\$62.00 - \$88.00	\$2.00 - \$3.00	True	Rounding up to even dollar figures	
508	Lib & Cul	Guitar For Kids under 13	\$72.00 - \$92.00	\$74.16 - \$94.76	3-3	\$74.25 - \$94.75	\$0.75 - \$0.25	\$75.00 - \$95.00	\$3.00 - \$3.00	True	Rounding up to even dollar figures	
509	Lib & Cul	Beginning Guitar - 13 and Older	\$90.00 - \$110.00	\$92.70 - \$113.30	3-4	\$92.75 - \$113.00	\$0.25	\$93.00 - \$113.00	\$3.00 - \$3.00	True	Rounding up to even dollar figures	
510	Lib & Cul	Piano and Keyboard Over 13	\$71.00 - \$94.00	\$73.13 - \$96.82	3-3	\$73.25 - \$96.75	\$3.75 - \$3.25	\$77.00 - \$100.00	\$6.00 - \$6.00	True	Program costs have increased	
<b>511</b>	<b>Lib &amp; Cul</b>	<b>Piano and Keyboard 13 &amp; under</b>						<b>\$73.00 - \$97.00</b>			<b>New Fee: Splitting Adult and Youth Fees</b>	

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
512	Lib & Cul	Voice	\$74.00 - \$94.00	\$76.22 - \$96.82	3-3	\$76.25 - \$96.75	(\$0.25) - \$0.25	\$76.00 - \$97.00	\$2.00 - \$3.00	True	Rounding to even dollar figures	
513	Lib & Cul	Specialty Classes	\$0.00 - \$200.00	\$0.00 - \$206.00	1-4	\$0.00 - \$206.00		\$0.00 - \$206.00	\$0.00 - \$6.00			
514	Lib & Cul	Camps - Various Ages and Time Periods						\$86.00 - \$108.00			Although these fees were being collected, they were previously not included in this document.	
<b>515</b>	<b>Lib &amp; Cul</b>	<b>Art in Public Places</b>										
516	Lib & Cul	Public Art Plans Review Fee	5.0 percent of Public Art Budget	5.0 percent of Public Art Budget				5.0 percent of Public Art Budget				
<b>517</b>	<b>Lib &amp; Cul</b>	<b>Library Capital Impact Fees</b>										
518	Lib & Cul	Per Single Family Detached Unit						\$269.18			New Fee: Approved Impact Fees	
519	Lib & Cul	Per Single Family Attached Unit						\$197.04			New Fee: Approved Impact Fees	
520	Lib & Cul	Per Multifamily Unit						\$194.41			New Fee: Approved Impact Fees	
<b>Judicial</b>												
521	Mun Ct	Warrant Fee	\$75.00	\$77.25	3	\$77.25	(\$2.25)	\$75.00	\$0.00	True	Recommend holding 2020 fees at 2019 rate	
522	Mun Ct	Court Costs	\$35.00	\$36.05	3	\$36.00	(\$1.00)	\$35.00	\$0.00	True	See line	521
523	Mun Ct	Bond Fee	\$50.00	\$51.50	3	\$51.50	(\$1.50)	\$50.00	\$0.00	True	See line	521
524	Mun Ct	Records Search Fee	\$15.00	\$15.45	3	\$15.50	(\$0.50)	\$15.00	\$0.00	True	See line	521
525	Mun Ct	Certified Copy of Summons	\$25.00	\$25.75	3	\$25.75	(\$0.75)	\$25.00	\$0.00	True	See line	521
526	Mun Ct	Extension to Pay Fine	\$25.00	\$25.75	3	\$25.75	(\$0.75)	\$25.00	\$0.00	True	See line	521
527	Mun Ct	No Proof of Insurance Fee	\$30.00	\$30.90	3	\$31.00	(\$1.00)	\$30.00	\$0.00	True	See line	521
528	Mun Ct	Outstanding Judgment Warrant Fee	\$30.00	\$30.90	3	\$31.00	(\$1.00)	\$30.00	\$0.00	True	See line	521
529	Mun Ct	Administrative Fee	75.00 and up	77.25 and up			-2.25	75.00 and up	\$0.00	True	See line	521
530	Mun Ct	Detention of Prisoners for Outside Agencies (Per Day)	\$50.00	\$51.50	3	\$51.50	(\$1.50)	\$50.00	\$0.00	True	See line	521
531	Mun Ct	Interpreter Fee	\$35.00	\$36.05	3	\$36.00	(\$1.00)	\$35.00	\$0.00	True	See line	521
532	Mun Ct	Officer Witness	\$35.00	\$36.05	3	\$36.00	(\$1.00)	\$35.00	\$0.00	True	See line	521
533	Mun Ct	FTA fee	\$25.00	\$25.75	3	\$25.75	(\$0.75)	\$25.00	\$0.00	True	See line	521
534	Mun Ct	Jury Trial (refundable)	\$25.00	\$25.75	3	\$25.75	(\$0.75)	\$25.00	\$0.00	True	See line	521
<b>535</b>	<b>Mun Ct</b>	<b>Probation Fees</b>										
536	Mun Ct	Adult Supervised Probation (monthly)	\$30.00	\$30.90	3	\$31.00	(\$1.00)	\$30.00	\$0.00	True	See line	521
537	Mun Ct	Juvenile Supervised Probation (monthly)	\$20.00	\$20.60	3	\$20.50	(\$0.50)	\$20.00	\$0.00	True	See line	521
538	Mun Ct	Supervised Deferred Judgment (monthly)	\$10.00	\$10.30	3	\$10.25	(\$0.25)	\$10.00	\$0.00	True	See line	521



Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
539	Mun Ct	Unsupervised Deferred Judgment or Probation Fee (One Time)	\$50.00	\$51.50	3	\$51.50	(\$1.50)	\$50.00	\$0.00	True	See line	521
540	Mun Ct	Community Service Fee	\$25.00 + \$4.00 insurance fee	\$25.75 + \$4.12 insurance fee		\$25.75 + \$4.10 insurance fee	(\$0.75) - (\$0.10)	\$25.00 + \$4.00 insurance fee	\$0.00	True	See line	521
541	Mun Ct	Court Record Sealing Fee	\$65.00	\$66.95	3	\$67.00	(\$2.00)	\$65.00	\$0.00	True	See line	521
<b>542</b>	<b>Mun Ct</b>	<b>Court Surcharges</b>										
543	Mun Ct	Problem Solving Courts	\$9.50	\$9.76			(\$0.25)	\$9.50			Although not new surcharges, they are being added to the service fee process for the first time. No change to fee in 2020.	
544	Mun Ct	Aurora for Youth Education	\$10.00	\$10.27			(\$0.25)	\$10.00			See line	543
545	Mun Ct	V.A.L.E.T.	\$15.00	\$15.41			(\$0.40)	\$15.00			See line	543
546	Mun Ct	Nexus	\$14.50	\$14.89			(\$0.40)	\$14.50			See line	543
547	Mun Ct	Court Technology Fee	\$1.00	\$1.03			(\$0.05)	\$1.00			See line	543
<b>Neighborhood Services</b>												
<b>548</b>	<b>Neig Svc</b>	<b>ANIMAL SERVICES:</b>										
<b>549</b>	<b>Neig Svc</b>	<b>Return to Owner Fee</b>										
550	Neig Svc	Per Impoundment	\$60.00	\$61.80	3	\$61.75	\$0.25	\$62.00	\$2.00	True	Ease of payment	
551	Neig Svc	2nd Impoundment	\$112.00	\$115.36	4	\$115.00		\$115.00	\$3.00			
552	Neig Svc	Additional Non-Resident Impound Fee	\$16.00	\$16.48	3	\$16.50	\$0.50	\$17.00	\$1.00	True	Ease of payment	
553	Neig Svc	Rabbits, Ferrets, Small Birds & Other Small Animals	\$16.00	\$16.48	3	\$16.50	\$0.50	\$17.00	\$1.00	True	Ease of payment	
<b>554</b>	<b>Neig Svc</b>	<b>Boarding Fees/per day</b>										
555	Neig Svc	All Animals	\$16.00	\$16.48	3	\$16.50	\$0.50	\$17.00	\$1.00	True	Ease of payment	
<b>556</b>	<b>Neig Svc</b>	<b>Adoption Fees (50% Discount for Seniors 65 and up)</b>										
557	Neig Svc	Dogs (Under 6 months of age)	\$175.00	\$180.25	4	\$180.00	(\$5.00)	\$175.00	\$0.00	True	In line with other municipal shelters, keep for two years (2019+2020)	
558	Neig Svc	(Between 6 months & 6 years of age)	\$150.00	\$154.50	4	\$154.00	(\$4.00)	\$150.00	\$0.00	True	See line	557
559	Neig Svc	(6 years and older -geriatric)	\$135.00	\$139.05	4	\$139.00	(\$4.00)	\$135.00	\$0.00	True	See line	557
560	Neig Svc	Cats (Under 6 months of age)	\$145.00	\$149.35	4	\$149.00	(\$4.00)	\$145.00	\$0.00	True	See line	557
561	Neig Svc	(Between 6 months & 6 years of age)	\$125.00	\$128.75	4	\$129.00	(\$4.00)	\$125.00	\$0.00	True	See line	557
562	Neig Svc	(6 years and older -geriatric)	\$110.00	\$113.30	4	\$113.00	(\$3.00)	\$110.00	\$0.00	True	See line	557
563	Neig Svc	Rabbits, Small Birds & Other Small Animals	\$15.00	\$15.45	3	\$15.50	\$0.50	\$16.00	\$1.00	True	Ease of payment	
564	Neig Svc	Adoption Hold Fee	\$10.00	\$10.30	3	\$10.25	\$0.75	\$11.00	\$1.00	True	Ease of payment	
565	Neig Svc	Live Animal Surrender (Resident)	\$38.00	\$39.14	3	\$39.25	\$0.75	\$40.00	\$2.00	True	Ease of payment	
566	Neig Svc	Live Animal Surrender (Non-resident)	\$50.00	\$51.50	3	\$51.50	(\$1.50)	\$50.00	\$0.00	True	Ease of payment	
<b>567</b>	<b>Neig Svc</b>	<b>Crematory Services</b>										



Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
568	Neig Svc	Small (under 20 lbs.)	\$81.00	\$83.43	3	\$83.50	\$1.50	\$85.00	\$4.00	True	In line with industry standards for this weight	
569	Neig Svc	Medium (20 to 60 lbs.)	\$146.00	\$150.38	4	\$150.00	(\$25.00)	\$125.00	(\$21.00)	True	Reduce to industry standards	
570	Neig Svc	Large (61 to 99 lbs.)	\$188.00	\$193.64	4	\$194.00	(\$44.00)	\$150.00	(\$38.00)	True	Reduce to industry standards	
571	Neig Svc	Giant (100 lbs. plus)	\$262.00	\$269.86	4	\$270.00	(\$70.00)	\$200.00	(\$62.00)	True	Reduce to industry standards	
<b>572</b>	<b>Neig Svc</b>	<b>License/Permit Fees</b>										
573	Neig Svc	Fancier's Permit (lifetime)	\$157.00	\$161.71	4	\$162.00		\$162.00	\$5.00			
574	Neig Svc	Spayed/Neutered Dog or Cat License- 1 year	\$15.00	\$15.45	3	\$15.50	(\$0.50)	\$15.00	\$0.00	True	Keep at \$15 for a few years (consistent with other organizations)	
575	Neig Svc	Spayed/Neutered Dog or Cat License- 1 year for seniors 65 & up and certified canine good citizens. No charge for service dogs.	50% off	50% off				50% off				
576	Neig Svc	Spayed/Neutered Dog or Cat License- 3 years	\$45.00	\$46.35	3	\$46.25	(\$1.25)	\$45.00	\$0.00	True	Keep at \$45 for a few years (consistent with other organizations)	
577	Neig Svc	Spayed/Neutered Dog or Cat License- 3 years for seniors 65 & up and certified canine good citizens. No charge for service dogs.	50% off	50% off				50% off				
578	Neig Svc	Guard Dogs	\$80.00	\$82.40	3	\$82.50	\$0.50	\$83.00	\$3.00	True	Ease of payment	
579	Neig Svc	Intact Dog or Cat License- 1 year (not spayed or neutered)	\$50.00	\$51.50	3	\$51.50	(\$1.50)	\$50.00	\$0.00	True	Keep at \$50 for a few years (encourage license compliance, spaying and neutering)	
580	Neig Svc	Intact Dog or Cat License- 3 year (not spayed or neutered)	\$150.00	\$154.50	4	\$154.00	(\$4.00)	\$150.00	\$0.00	True	Keep at \$150 for a few years (encourage license compliance, spaying and neutering)	
581	Neig Svc	Litter Permit and Registration Number	\$262.00	\$269.86	4	\$270.00	(\$145.00)	\$125.00	(\$137.00)	True	Reduce to industry standards	
582	Neig Svc	License Replacement Fee	\$2.00	\$2.06	2	\$2.05	(\$0.05)	\$2.00	\$0.00	True	Keep at \$2.00 for a few years	
<b>583</b>	<b>Neig Svc</b>	<b>Trap Fees</b>										
584	Neig Svc	Deposit	\$97.00	\$99.91	3	\$100.00		\$100.00	\$3.00			
585	Neig Svc	Processing Fee	\$25.00	\$25.75	3	\$25.75	(\$0.75)	\$25.00	\$0.00	True	Ease of payment	
586	Neig Svc	Late Fee (per day)	\$12.00	\$12.36	3	\$12.25	(\$0.25)	\$12.00	\$0.00	True	Ease of payment	
587	Neig Svc	Trap Permit (annual)	\$40.00	\$41.20	3	\$41.25	\$0.75	\$42.00	\$2.00	True	Ease of payment	

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
588	Neig Svc	Rabies Testing, Processing and Handling	\$24.00 plus cost	\$24.72 plus cost		\$25.00 plus cost		\$25.00 plus cost	\$1.00	True	Ease of payment	
589	Neig Svc	Microchip Implantation & Registration (available only for animals adopted or released from shelter and at the shelters vaccination clinics)	\$42.00	\$43.26	3	\$43.25	\$0.75	\$44.00	\$2.00	True	Ease of payment	
<b>590</b>	<b>Neig Svc</b>	<b>Fees for Pit Bulls and Restricted Breeds</b>										
<b>591</b>	<b>Neig Svc</b>	<b>Impoundment Fees</b>										
592	Neig Svc	First impound, pit bulls and restricted breeds	\$110.00	\$113.30	4	\$113.00		\$113.00	\$3.00			
593	Neig Svc	Second impoundment	\$205.00	\$211.15	4	\$211.00	(\$1.00)	\$210.00	\$5.00	True	Ease of payment	
594	Neig Svc	Boarding Fees (per day)	\$20.00	\$20.60	3	\$20.50	\$0.50	\$21.00	\$1.00	True	Ease of payment	
595	Neig Svc	License/Permit Fees	\$145.00	\$149.35	4	\$149.00	\$1.00	\$150.00	\$5.00	True	Ease of payment	
596	Neig Svc	DNA Test, Processing and Handling	\$20.00 plus cost	\$20.60 plus cost		\$20.50 plus cost	0.5	\$21.00 plus cost	\$1.00	True	Ease of payment	
<b>597</b>	<b>Neig Svc</b>	<b>NEIGHBORHOOD SUPPORT:</b>										
<b>598</b>	<b>Neig Svc</b>	<b>Weed Abatement</b>										
599	Neig Svc	1st Abatement	Contractor Cost plus \$202.00	Contractor Cost plus \$208.06		Contractor Cost plus \$208.00		Contractor Cost plus \$208.00	\$6.00			
600	Neig Svc	2nd Abatement within 12 months	Contractor Cost plus \$402.00	Contractor Cost plus \$414.06		Contractor Cost plus \$414.00		Contractor Cost plus \$414.00	\$12.00			
601	Neig Svc	3rd Abatement within 12 months	Contractor Cost plus \$748.00	Contractor Cost plus \$770.44		Contractor Cost plus \$770.00		Contractor Cost plus \$770.00	\$22.00			
<b>602</b>	<b>Neig Svc</b>	<b>Trash &amp; Debris Removal</b>										
603	Neig Svc	1st Abatement	Contractor Cost plus \$202.00	Contractor Cost plus \$208.06		Contractor Cost plus \$208.00		Contractor Cost plus \$208.00	\$6.00			
604	Neig Svc	2nd Abatement within 12 months	Contractor Cost plus \$402.00	Contractor Cost plus \$414.06		Contractor Cost plus \$414.00		Contractor Cost plus \$414.00	\$12.00			
605	Neig Svc	3rd Abatement within 12 months	Contractor Cost plus \$748.00	Contractor Cost plus \$770.44		Contractor Cost plus \$770.00		Contractor Cost plus \$770.00	\$22.00			
606	Neig Svc	Board-up Abatement	Contractor Cost plus \$117.00	Contractor Cost plus \$120.51		Contractor Cost plus \$121.00		Contractor Cost plus \$121.00	\$4.00			
<b>607</b>	<b>Neig Svc</b>	<b>Abandoned Property</b>										
608	Neig Svc	Registration of Vacant Residential Property	\$55.00	\$56.65	3	\$56.75	(\$1.75)	\$55.00	\$0.00	True	Ease of process, keep for one more year	
609	Neig Svc	Failure to Register Vacant Residential Property	\$268.00	\$276.04	4	\$276.00		\$276.00	\$8.00			
<b>610</b>	<b>Neig Svc</b>	<b>Off-Site Development Directional Sign</b>										
611	Neig Svc	Each Sign Structure	\$240.00	\$247.20	4	\$247.00		\$247.00	\$7.00			
612	Neig Svc	Late Fee for Off-Site Development Directional Sign	\$240.00	\$247.20	4	\$247.00		\$247.00	\$7.00			
<b>613</b>	<b>Neig Svc</b>	<b>Temporary Sign Permit Fee</b>										
614	Neig Svc	Per Year	\$123.00	\$126.69	4	\$127.00		\$127.00	\$4.00			
615	Neig Svc	Late Fee for Temporary Sign Permit Fee (subsection of Line 948)	\$123.00	\$126.69	4	\$127.00		\$127.00	\$4.00			
<b>616</b>	<b>Neig Svc</b>	<b>Multi-Unit Housing Re-inspection</b>										
617	Neig Svc	1st re-inspection per unit	\$32.25	\$33.22	3	\$33.25		\$33.25	\$1.00			
618	Neig Svc	2nd re-inspection per unit	\$64.50	\$66.44	3	\$66.50		\$66.50	\$2.00			

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
619	Neig Svc	3rd re-inspection per unit	\$129.00	\$132.87	4	\$133.00		\$133.00	\$4.00			
620	Neig Svc	4th re-inspection per unit	\$321.00	\$330.63	4	\$331.00		\$331.00	\$10.00			
<b>621</b>	<b>Neig Svc</b>	<b>Snow Administrative Fees</b>										
622	Neig Svc	Snow Administrative Fee - Residential	\$26.50	\$27.30	3	\$27.25		\$27.25	\$0.75			
623	Neig Svc	Snow Administrative Fee - Multifamily or Commercial	\$53.75	\$55.36	3	\$55.25		\$55.25	\$1.50			
<b>Parks, Recreation &amp; Open Space</b>												
<b>624</b>	<b>Park &amp; Rec</b>	<b>GOLF</b>										
625	Park & Rec	Golf Course Range Balls (per bucket)	\$5.00 - \$9.00	\$5.15 - \$9.27	2-2	\$5.15 - \$9.25	(\$2.15) - \$4.75	\$3.00 - \$14.00	(\$2.00) - \$5.00	True	A new ball machine at Murphy Creek allows for additional range bucket sizes; a smaller warm up bucket of balls will be offered at \$3.50. The \$3.00 lower end of the range reflects the potential for new ball machines at other courses in 2020.	
626	Park & Rec	Junior Golf Annual Pass (Player/Year)	\$325.00	\$334.75	4	\$335.00	\$15.00	\$350.00	\$25.00	True	The annual pass price reflects the green fee increase.	
627	Park & Rec	Golf Club Rentals (Range includes both regular and premium clubs and 9 or 18 holes)	\$7.00 - \$40.00	\$7.21 - \$41.20	2-3	\$7.20 - \$41.25	(\$0.20) - \$8.75	\$7.00 - \$50.00	\$0.00 - \$10.00	True	Accommodates pricing for a higher-end golf club rental option for guests.	
628	Park & Rec	Push Cart Rentals	\$4.00 - \$8.00	\$4.12 - \$8.24	2-2	\$4.10 - \$8.25	\$0.40 - \$0.75	\$4.50 - \$9.00	\$0.50 - \$1.00	True	Fee increased to assist with cost recovery; push carts recently replaced.	
629	Park & Rec	Golf Carts - range includes 9 & 18 hole fees	\$7.75 - \$20.00	\$7.98 - \$20.60	2-3	\$8.00 - \$20.50	\$0.00 - (\$0.50)	\$8.00 - \$20.00	\$0.25 - \$0.00	True	Riding cart fee increased \$0.50 per person per 9-holes; golf scooter rate at Meadow Hills GC remains unchanged.	
630	Park & Rec	Golf Course Trail Fee	\$3.00 - \$8.00	\$3.09 - \$8.24	2-2	\$3.10 - \$8.25	(\$0.10) - (\$0.25)	\$3.00 - \$8.00	\$0.00 - \$0.00	True	No change from 2019 fee.	
631	Park & Rec	Tournament Fees (per person)	\$53.00 - \$90.00	\$54.59 - \$92.70	3-3	\$54.50 - \$92.75	\$0.50 - \$0.25	\$55.00 - \$93.00	\$2.00 - \$3.00	True	New fee range is more consistent with what is charged at other area golf course for tournaments; based on informal analysis.	
632	Park & Rec	Shotgun Tournament Fees (Per Tournament)	\$4,000.00 - \$9,500.00	\$4,120.00 - \$9,785.00	4-4	\$4,120.00 - \$9,785.00	\$580.00 - \$1,215.00	\$4,700.00 - \$11,000.00	\$700.00 - \$1,500.00	True	See line	631

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
633	Park & Rec	League Fees	\$3.00 - \$5.00	\$3.09 - \$5.15	2-2	\$3.10 - \$5.15	\$0.90 - \$0.85	\$4.00 - \$6.00	\$1.00 - \$1.00	True	The league fee was last changed over 10 years ago. The fee is paid in exchange for the benefit to reserve tee times in advance of the general public.	
<b>634</b>	<b>Park &amp; Rec</b>	<b>Green Fees (range) -Dynamic pricing software will dictate green fee rates based on player type and real-time demand</b>										
635	Park & Rec	Saddle Rock	\$13.50 - \$65.00	\$13.90 - \$66.95	3-3	\$14.00 - \$67.00	\$0.00 - (\$1.00)	\$14.00 - \$66.00	\$0.50 - \$1.00	True	Increase \$0.50 per 9-holes to offset increasing cost of personnel, supplies, and services.	
636	Park & Rec	Murphy Creek	\$12.50 - \$62.00	\$12.88 - \$63.86	3-3	\$13.00 - \$63.75	\$0.00 - (\$0.75)	\$13.00 - \$63.00	\$0.50 - \$1.00	True	See line	635
637	Park & Rec	Meadow Hills	\$11.00 - \$53.00	\$11.33 - \$54.59	3-3	\$11.25 - \$54.50	\$0.25 - (\$0.50)	\$11.50 - \$54.00	\$0.50 - \$1.00	True	See line	635
638	Park & Rec	Aurora Hills	\$10.00 - \$46.00	\$10.30 - \$47.38	3-3	\$10.25 - \$47.50	\$0.25 - (\$0.50)	\$10.50 - \$47.00	\$0.50 - \$1.00	True	See line	635
639	Park & Rec	Springhill	\$9.00 - \$42.00	\$9.27 - \$43.26	2-3	\$9.25 - \$43.25	\$0.75 - (\$0.25)	\$10.00 - \$43.00	\$1.00 - \$1.00	True	Increased \$0.50 per 9-holes and includes a correction for Spring Hill GC.	
<b>640</b>	<b>Park &amp; Rec</b>	<b>Additional Notes:</b>										
<b>641</b>	<b>Park &amp; Rec</b>	<b>Golf Division Management may reduce fees temporarily to increase play at certain times of the day, season, or day of the week, depending on demand for tee times and/or temporary maintenance practices.</b>										
<b>642</b>	<b>Park &amp; Rec</b>	<b>All 2020 fees take effect January 1.</b>										
<b>643</b>	<b>Park &amp; Rec</b>	<b>PARKS/OPEN SPACE/RESERVOIRS</b>										
644	Park & Rec	Park Shelter Reservations	\$26.75 - \$4,024.00	\$27.55 - \$4,144.72	3-4	\$27.50 - \$4,145.00		\$27.50 - \$4,145.00	\$0.75 - \$121.00			
645	Park & Rec	Park Use Permit (Per Day/Per Event)	\$0.00 - \$10,220.00	\$0.00 - \$10,526.60	1-4	\$0.00 - \$10,527.00		\$0.00 - \$10,527.00	\$0.00 - \$307.00			
646	Park & Rec	Boat Inspection Fee	\$10.00	\$10.30	3	\$10.25	(\$0.25)	\$10.00	\$0.00	True	Keep entry fee same as 2019.	
<b>647</b>	<b>Park &amp; Rec</b>	<b>QUINCY RESERVOIR</b>										
<b>648</b>	<b>Park &amp; Rec</b>	<b>Park Entry</b>										
649	Park & Rec	Daily Entry (Per-Car)	\$10.00	\$10.30	3	\$10.25	(\$0.25) - \$20.00	\$10.00	\$0.00	True	Delete-Fee: Entry fees the same for Quincy and Aurora reservoirs; fee represented below. Eliminate this duplication.	
650	Park & Rec	Boat/Equipment Rental (Per Hour)	\$5.00 - \$30.00	\$5.15 - \$30.90	2-3	\$5.15 - \$31.00		\$5.15 - \$31.00	\$0.15 - \$1.00	True	Delete-Fee: Entry fees the same for Quincy and Aurora reservoirs; fee represented below. Eliminate this duplication.	
<b>651</b>	<b>Park &amp; Rec</b>	<b>RESERVOIRS</b>										
<b>652</b>	<b>Park &amp; Rec</b>	<b>Park Entry</b>										

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
653	Park & Rec	Daily Vehicle Entry-Resident and Non-Resident (per vehicle)	\$10.00	\$10.30	3	\$10.25	(\$0.25) - \$20.00	\$10.00	\$0.00	True	No entry fee change in 2020.	
654	Park & Rec	Annual Vehicle Passes (Good for both reservoirs)	\$55.00 - \$65.00	\$56.65 - \$66.95	3-3	\$56.75 - \$67.00		\$56.75 - \$67.00	\$1.75 - \$2.00			
655	Park & Rec	Additional Decal-unlimited with proof of ownership of Annual Pass	\$30.00	\$30.90	3	\$31.00		\$31.00	\$1.00			
656	Park & Rec	Discount (Employee, Resident or other) per season pass	-\$10	-\$10				-\$10				
<b>657</b>	<b>Park &amp; Rec</b>	<b>Boat Rental</b>										
658	Park & Rec	Boat/Equipment Rental/Hour	\$5.00 - \$30.00	\$5.15 - \$30.90	2-3	\$5.15 - \$31.00		\$5.15 - \$31.00	\$0.15 - \$1.00			
<b>659</b>	<b>Park &amp; Rec</b>	<b>Scuba Access</b>										
660	Park & Rec	Scuba Access Permit (per Season)	\$250.00	\$257.50	4	\$258.00		\$258.00	\$8.00			
661	Park & Rec	Scuba Access (Daily)	\$7.55 - \$27.00	\$7.78 - \$27.81	2-3	\$7.80 - \$27.75		\$7.80 - \$27.75	\$0.25 - \$0.75			
<b>662</b>	<b>Park &amp; Rec</b>	<b>Reservations/Rentals</b>										
663	Park & Rec	Shelters (Per Day Per Event)	\$26.75 - \$4,024.00	\$27.55 - \$4,144.72	3-4	\$27.50 - \$4,145.00		\$27.50 - \$4,145.00	\$0.75 - \$121.00			
664	Park & Rec	Event Fees (fee for site and concession sales and additional Administrative and/or Site Closure Fee may apply)	\$134.00 - \$29,934.00	\$138.02 - \$30,832.02	4-4	\$138.00 - \$30,832.00		\$138.00 - \$30,832.00	\$4.00 - \$898.00			
<b>665</b>	<b>Park &amp; Rec</b>	<b>Boat Moorings-Offshore</b>									<b>Delete-Fee: Service no longer offered.</b>	
666	Park & Rec	Per month	<del>\$120.00</del>	<del>\$123.60</del>	4	<del>\$124.00</del>		<del>\$124.00</del>	<del>\$4.00</del>		See line	665
667	Park & Rec	Entire Season (7 months)	<del>\$840.00</del>	<del>\$865.20</del>	4	<del>\$865.00</del>		<del>\$865.00</del>	<del>\$25.00</del>		See line	665
<b>668</b>	<b>Park &amp; Rec</b>	<b>Dry Storage</b>										
669	Park & Rec	Per Day	\$15.00	\$15.45	3	\$15.50		\$15.50	\$0.50			
670	Park & Rec	Per Month	\$43.50 - \$118.00	\$44.80 - \$121.54	3-4	\$44.75 - \$122.00		\$44.75 - \$122.00	\$1.25 - \$4.00			
<b>671</b>	<b>Park &amp; Rec</b>	<b>Large Vehicle Rates*</b>										
672	Park & Rec	Vehicle with 9-15 occupants	<del>\$48.00</del> <del>\$106.00</del>	<del>\$49.44</del> <del>\$109.18</del>	3-4	<del>\$49.50</del> <del>\$109.00</del>		<del>\$49.50</del> <del>\$109.00</del>	<del>\$1.50</del> <del>\$3.00</del>		Delete fee: consolidate into line	673
673	Park & Rec	Vehicle with 9 or more occupants (Per Occupant Fee)	\$96.00 - \$213.00	\$98.88 - \$219.39	3-4	\$99.00 - \$219.00	(\$99.00) - (\$214.00)	\$0.00 - \$5.00	(\$96.00) - (\$208.00)	True	Combine vehicle fees into one fee (\$0.00 - \$5.00) that is charged per occupant. \$3 per person 2018 pilot program was well received.	
674	Park & Rec	Vehicle with 31 and more occupants	<del>\$120.00</del> <del>\$266.00</del>	<del>\$123.60</del> <del>\$273.98</del>	4-4	<del>\$124.00</del> <del>\$274.00</del>		<del>\$124.00</del> <del>\$274.00</del>	<del>\$4.00</del> <del>\$8.00</del>		Delete fee: consolidate into line	673
<b>675</b>	<b>Park &amp; Rec</b>	<b>*Rates determined by capacity rating marked on vehicle or seat potential, not by number of people in vehicle.</b>										
676	Park & Rec	Guiding Permits (Fishing, Sailing instruction & other commercial use of facility)	\$250.00	\$257.50	4	\$258.00		\$258.00	\$8.00			
<b>677</b>	<b>Park &amp; Rec</b>	<b>OPEN SPACE</b>										
<b>678</b>	<b>Park &amp; Rec</b>	<b>Coal Creek Arena (Plus Damage Deposit)</b>										

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
679	Park & Rec	Arena Access	\$0.00 - \$5,882.00	\$0.00 - \$6,058.46	1-4	\$0.00 - \$6,058.00		\$0.00 - \$6,058.00	\$0.00 - \$176.00			
<b>680</b>	<b>Park &amp; Rec</b>	<b>Conservation and Nature Centers</b>										
681	Park & Rec	Plains Conservation Center Facility/Building Rentals (per day and an additional Administrative and/or Site Closure Fee may apply)	\$79.75 - \$5,594.00	\$82.14 - \$5,761.82	3-4	\$82.25 - \$5,762.00		\$82.25 - \$5,762.00	\$2.50 - \$168.00			
682	Park & Rec	Morrison Nature Center Facility Rental (per day and an additional Administrative and/or Site Closure Fee may apply)	\$79.75 - \$2,555.00	\$82.14 - \$2,631.65	3-4	\$82.25 - \$2,632.00		\$82.25 - \$2,632.00	\$2.50 - \$77.00			
<b>683</b>	<b>Park &amp; Rec</b>	<b>FORESTRY</b>										
<b>684</b>	<b>Park &amp; Rec</b>	<b>Planting Fee</b>										
685	Park & Rec	For all single-family detached residentially zoned premises abutting, fronting, backing or siding upon a publicly dedicated street, per lineal foot of frontage so abutting upon such public street	\$6.95	\$7.16	2	\$7.15		\$7.15	\$0.20			
686	Park & Rec	Planting Fee: For all other premises abutting, fronting, backing or siding upon a publicly dedicated street not a principal arterial, per lineal foot of frontage abutting such street	\$3.45	\$3.55	2	\$3.55		\$3.55	\$0.10			
687	Park & Rec	Tree Trimmers License Fee	\$38.50	\$39.66	3	\$39.75		\$39.75	\$1.25			
688	Park & Rec	Tree Trimmers License Fee: Late Fee	\$38.50	\$39.66	3	\$39.75		\$39.75	\$1.25			
689	Park & Rec	Forestry Tree Sale	\$32.25 - \$160.00	\$33.22 - \$164.80	3-4	\$33.25 - \$165.00		\$33.25 - \$165.00	\$1.00 - \$5.00			
<b>690</b>	<b>Park &amp; Rec</b>	<b>Fees For Printed Planning, Design and Construction Documents</b>										
691	Park & Rec	POS Dedication and Development Criteria Manual - hard copy	\$58.75	\$60.51	3	\$60.50		\$60.50	\$1.75			
692	Park & Rec	POS Dedication and Development Criteria Manual - disk	\$17.25	\$17.77	3	\$17.75		\$17.75	\$0.50			
<b>693</b>	<b>Park &amp; Rec</b>	<b>MISCELLANEOUS - APPLICABLE TO ALL SITES/FACILITIES</b>										
694	Park & Rec	Commercial Photography/Filmmaking (per day and an additional Site Closure and/or Administrative Fee may apply)	up to \$28,660	up to \$29,519.80				up to \$29,520				
695	Park & Rec	Facility/Site Staff (all staff including Maintenance, Rangers or Naturalists per hour)	\$9.70 - \$66.50	\$9.99 - \$68.50	2-3	\$10.00 - \$68.50		\$10.00 - \$68.50	\$0.30 - \$2.00			
696	Park & Rec	San-o-lets (per unit/per event)	\$40.25 - \$276.00	\$41.46 - \$284.28	3-4	\$41.50 - \$284.00		\$41.50 - \$284.00	\$1.25 - \$8.00			
697	Park & Rec	Dumpsters (per unit/per event)	\$46.00 - \$141.00	\$47.38 - \$145.23	3-4	\$47.50 - \$145.00		\$47.50 - \$145.00	\$1.50 - \$4.00			
698	Park & Rec	Vendor Fee (per event)	\$63.25 - \$1,047.00	\$65.15 - \$1,078.41	3-4	\$65.25 - \$1,078.00		\$65.25 - \$1,078.00	\$2.00 - \$31.00			
699	Park & Rec	Concession	\$0.26 - \$393.00	\$0.27 - \$404.79	1-4	\$0.27 - \$405.00		\$0.27 - \$405.00	\$0.01 - \$12.00			

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
700	Park & Rec	Site Closure (per day per event)	\$27.50 - \$30,660.00	\$28.32 - \$31,579.80	3-4	\$28.25 - \$31,580.00		\$28.25 - \$31,580.00	\$0.75 - \$920.00			
701	Park & Rec	Administrative Fee (non-city event site management)	\$51.00 - \$10,220.00	\$52.53 - \$10,526.60	3-4	\$52.50 - \$10,527.00		\$52.50 - \$10,527.00	\$1.50 - \$307.00			
702	Park & Rec	Event participant fee	\$0.66 - \$66.50	\$0.68 - \$68.50	1-3	\$0.68 - \$68.50		\$0.68 - \$68.50	\$0.02 - \$2.00			
703	Park & Rec	Over limit participant fee	\$0.66 - \$66.50	\$0.68 - \$68.50	1-3	\$0.68 - \$68.50		\$0.68 - \$68.50	\$0.02 - \$2.00			
704	Park & Rec	Boat Launch Fee	\$10.75 - \$55.00	\$11.07 - \$56.65	3-3	\$11.00 - \$56.75		\$11.00 - \$56.75	\$0.25 - \$1.75			
705	Park & Rec	Interpretive Programs	\$5.00 - \$512.00	\$5.15 - \$527.36	2-4	\$5.15 - \$527.00		\$5.15 - \$527.00	\$0.15 - \$15.00			
706	Park & Rec	Miscellaneous Equipment Rental	\$3.05 - \$199.00	\$3.14 - \$204.97	2-4	\$3.15 - \$205.00		\$3.15 - \$205.00	\$0.10 - \$6.00			
<b>707</b>	<b>Park &amp; Rec</b>	<b>SHOW WAGON</b>										
708	Park & Rec	Rental per day to non-profits	\$1,500.00	\$1,545.00	4	\$1,545.00		\$1,545.00	\$45.00			
709	Park & Rec	Damage Deposit	\$1,500.00	\$1,545.00	4	\$1,545.00		\$1,545.00	\$45.00			
710	Park & Rec	Rental per day for commercial	\$2,500.00	\$2,575.00	4	\$2,575.00		\$2,575.00	\$75.00			
711	Park & Rec	Towing	\$450.00	\$463.50	4	\$463.00		\$463.00	\$13.00			
<b>712</b>	<b>Park &amp; Rec</b>	<b>RECREATION</b>										
<b>713</b>	<b>Park &amp; Rec</b>	<b>SPORTS</b>										
714	Park & Rec	IYSO Player fee	\$29.50	\$30.39	3	\$30.50		\$30.50	\$1.00			
715	Park & Rec	IYSO Light Usage Fee (per hour, per field; 2 hour minimum)	\$60.00	\$61.80	3	\$61.75		\$61.75	\$1.75			
716	Park & Rec	Concession Sales - Sports	\$0.15 - \$34.50	\$0.15 - \$35.53	1-3	\$0.15 - \$35.50		\$0.15 - \$35.50	\$0.00 - \$1.00			
<b>717</b>	<b>Park &amp; Rec</b>	<b>SPORTS CAMPS</b>										
718	Park & Rec	Sports Camps	\$11.50 - \$250.00	\$11.85 - \$257.50	3-4	\$11.75 - \$258.00		\$11.75 - \$258.00	\$0.25 - \$8.00			
<b>719</b>	<b>Park &amp; Rec</b>	<b>YOUTH TEAM SPORTS</b>										
720	Park & Rec	Youth Lacrosse	\$82.00 - \$126.00	\$84.46 - \$129.78	3-4	\$84.50 - \$130.00		\$84.50 - \$130.00	\$2.50 - \$4.00			
721	Park & Rec	Soccer	\$26.00 - \$120.00	\$26.78 - \$123.60	3-4	\$26.75 - \$124.00		\$26.75 - \$124.00	\$0.75 - \$4.00			
722	Park & Rec	Youth Baseball 7 -14 yr. olds, Softball, T-ball	\$51.50 - \$161.00	\$53.05 - \$165.83	3-4	\$53.00 - \$166.00		\$53.00 - \$166.00	\$1.50 - \$5.00			
723	Park & Rec	Flag Football	\$26.00 - \$120.00	\$26.78 - \$123.60	3-4	\$26.75 - \$124.00		\$26.75 - \$124.00	\$0.75 - \$4.00			
724	Park & Rec	Track	\$76.75 - \$127.00	\$79.05 - \$130.81	3-4	\$79.00 - \$131.00		\$79.00 - \$131.00	\$2.25 - \$4.00			
725	Park & Rec	Volleyball	\$36.75 - \$120.00	\$37.85 - \$123.60	3-4	\$37.75 - \$124.00		\$37.75 - \$124.00	\$1.00 - \$4.00			
726	Park & Rec	Hot Shot / Lil Stars	\$27.50 - \$85.50	\$28.32 - \$88.06	3-3	\$28.25 - \$88.00		\$28.25 - \$88.00	\$0.75 - \$2.50			
727	Park & Rec	Tournament Parking (Aurora Sports Park)	\$0.00 - \$10.25	\$0.00 - \$10.56	1-3	\$0.00 - \$10.50		\$0.00 - \$10.50	\$0.00 - \$0.25			
728	Park & Rec	Youth Basketball	\$26.00 - \$129.00	\$26.78 - \$132.87	3-4	\$26.75 - \$133.00		\$26.75 - \$133.00	\$0.75 - \$4.00			
<b>729</b>	<b>Park &amp; Rec</b>	<b>Fees - Team Sports</b>										
730	Park & Rec	Individual	\$34.00 - \$122.00	\$35.02 - \$125.66	3-4	\$35.00 - \$126.00		\$35.00 - \$126.00	\$1.00 - \$4.00			
<b>731</b>	<b>Park &amp; Rec</b>	<b>ADULT SPORTS</b>										



Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
732	Park & Rec	Softball - Spring / Fall & Summer	\$256.00 - \$778.00	\$263.68 - \$801.34	4-4	\$264.00 - \$801.00		\$264.00 - \$801.00	\$8.00 - \$23.00			
733	Park & Rec	Volleyball - Spring, Fall & Winter	\$89.00 - \$316.00	\$91.67 - \$325.48	3-4	\$91.75 - \$325.00		\$91.75 - \$325.00	\$2.75 - \$9.00			
734	Park & Rec	Other Adult Sports	\$268.00 - \$618.00	\$276.04 - \$636.54	4-4	\$276.00 - \$637.00		\$276.00 - \$637.00	\$8.00 - \$19.00			
<b>735</b>	<b>Park &amp; Rec</b>	<b>TENNIS</b>										
<b>736</b>	<b>Park &amp; Rec</b>	<b>Lessons</b>										
737	Park & Rec	Group / Private	\$26.25 - \$86.75	\$27.04 - \$89.35	3-3	\$27.00 - \$89.25		\$27.00 - \$89.25	\$0.75 - \$2.50			
<b>738</b>	<b>Park &amp; Rec</b>	<b>Tennis Tournaments</b>										
739	Park & Rec	Junior / Adult	\$20.50 - \$43.00	\$21.11 - \$44.29	3-3	\$21.00 - \$44.25		\$21.00 - \$44.25	\$0.50 - \$1.25			
<b>740</b>	<b>Park &amp; Rec</b>	<b>Leagues</b>										
741	Park & Rec	Junior / Adult / Micro	\$18.50 - \$202.00	\$19.05 - \$208.06	3-4	\$19.00 - \$208.00		\$19.00 - \$208.00	\$0.50 - \$6.00			
742	Park & Rec	Tennis Courts per hour	\$3.15 - \$26.50	\$3.24 - \$27.30	2-3	\$3.25 - \$27.25		\$3.25 - \$27.25	\$0.10 - \$0.75			
743	Park & Rec	Pickleball	\$20.00 - \$60.00	\$20.60 - \$61.80	3-3	\$20.50 - \$61.75		\$20.50 - \$61.75	\$0.50 - \$1.75			
<b>744</b>	<b>Park &amp; Rec</b>	<b>Facility Usage Identification and Tennis Court Keys</b>										
745	Park & Rec	Per Individual	\$1.00 - \$58.75	\$1.03 - \$60.51	2-3	\$1.05 - \$60.50		\$1.05 - \$60.50	\$0.05 - \$1.75			
746	Park & Rec	Per Company	\$58.75 - \$235.00	\$60.51 - \$242.05	3-4	\$60.50 - \$242.00		\$60.50 - \$242.00	\$1.75 - \$7.00			
<b>747</b>	<b>Park &amp; Rec</b>	<b>GYMNASTICS</b>										
748	Park & Rec	Drop-In (all ages)	\$4.65 - \$6.35	\$4.79 - \$6.54	2-2	\$4.80 - \$6.55		\$4.80 - \$6.55	\$0.15 - \$0.20			
749	Park & Rec	Gymnastics Classes	\$45.25 - \$173.00	\$46.61 - \$178.19	3-4	\$46.50 - \$178.00		\$46.50 - \$178.00	\$1.25 - \$5.00			
<b>750</b>	<b>Park &amp; Rec</b>	<b>Field Rentals</b>										
751	Park & Rec	Softball / Baseball	\$180.00 - \$230.00	\$185.40 - \$236.90	4-4	\$185.00 - \$237.00		\$185.00 - \$237.00	\$5.00 - \$7.00			
752	Park & Rec	Soccer / Football	\$275.00 - \$404.00	\$283.25 - \$416.12	4-4	\$283.00 - \$416.00		\$283.00 - \$416.00	\$8.00 - \$12.00			
753	Park & Rec	Outdoor Field Lights	\$30.50 - \$60.50	\$31.41 - \$62.31	3-3	\$31.50 - \$62.25		\$31.50 - \$62.25	\$1.00 - \$1.75			
754	Park & Rec	Non-City Adult League (2 hr. period)	\$34.00 - \$800.00	\$35.02 - \$824.00	3-4	\$35.00 - \$824.00		\$35.00 - \$824.00	\$1.00 - \$24.00			
755	Park & Rec	Ball field Setup per hour per employee	\$27.75 - \$39.25	\$28.58 - \$40.43	3-3	\$28.50 - \$40.50		\$28.50 - \$40.50	\$0.75 - \$1.25			
<b>756</b>	<b>Park &amp; Rec</b>	<b>Other Rental (per hour)</b>										
757	Park & Rec	Hockey Rink & Hoops Park (per hour)	\$55.00 - \$173.00	\$56.65 - \$178.19	3-4	\$56.75 - \$178.00		\$56.75 - \$178.00	\$1.75 - \$5.00			
758	Park & Rec	Skate Park (per hour)	\$55.00	\$56.65	3	\$56.75		\$56.75	\$1.75			
759	Park & Rec	BMX (per hour)	\$55.00	\$56.65	3	\$56.75		\$56.75	\$1.75			
760	Park & Rec	Aurora Sports Park Synthetics	\$55.00 - \$200.00	\$56.65 - \$206.00	3-4	\$56.75 - \$206.00		\$56.75 - \$206.00	\$1.75 - \$6.00			
<b>761</b>	<b>Park &amp; Rec</b>	<b>RECREATION CENTERS</b>										
762	Park & Rec	drop -in Recreation Center Passes - Beck, Expo, Fitness, ACAA, Village Green, Meadowood & Moorhead	\$0.00 - \$8.20	\$0.00 - \$8.45	1-2	\$0.00 - \$8.45		\$0.00 - \$8.45	\$0.00 - \$0.25			



Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
763	Park & Rec	Beck Center add-on Golf Membership (Springhill)	\$49.00 - \$510.00	\$50.47 - \$525.30	3-4	\$50.50 - \$525.00		\$50.50 - \$525.00	\$1.50 - \$15.00			
<b>764</b>	<b>Park &amp; Rec</b>	<b>Payment Cards</b>										
765	Park & Rec	Punch Card/Passes/Class Punch Cards/Gift Cards - range includes children, teens and adults	\$4.20 - \$1,153.00	\$4.33 - \$1,187.59	2-4	\$4.35 - \$1,188.00		\$4.35 - \$1,188.00	\$0.15 - \$35.00			
<b>766</b>	<b>Park &amp; Rec</b>	<b>Center Rentals - All Centers</b>										
767	Park & Rec	Individual Room rental, entire facility, supervision, custodial set up/hour; equipment/item; deposit	\$0.00 - \$2,500.00	\$0.00 - \$2,575.00	1-4	\$0.00 - \$2,575.00		\$0.00 - \$2,575.00	\$0.00 - \$75.00			
768	Park & Rec	Birthday Parties (includes Aquatics and Gymnastics)	\$11.00 - \$5,358.00	\$11.33 - \$5,518.74	3-4	\$11.25 - \$5,519.00		\$11.25 - \$5,519.00	\$0.25 - \$161.00			
<b>769</b>	<b>Park &amp; Rec</b>	<b>Fitness &amp; Wellness - All Centers</b>										
770	Park & Rec	Class fees per hour	\$0.00 - \$281.00	\$0.00 - \$289.43	1-4	\$0.00 - \$289.00		\$0.00 - \$289.00	\$0.00 - \$8.00			
<b>771</b>	<b>Park &amp; Rec</b>	<b>Massage Therapy - All Centers</b>										
772	Park & Rec	Various types of massage; 1/2 hr. - 1 1/2 hr. sessions	\$14.75 - \$83.50	\$15.19 - \$86.00	3-3	\$15.25 - \$86.00		\$15.25 - \$86.00	\$0.50 - \$2.50			
<b>773</b>	<b>Park &amp; Rec</b>	<b>General Recreation</b>										
774	Park & Rec	Cooking, computer classes & dog obedience/training	\$5.40 - \$2,188.00	\$5.56 - \$2,253.64	2-4	\$5.55 - \$2,254.00		\$5.55 - \$2,254.00	\$0.15 - \$66.00			
<b>775</b>	<b>Park &amp; Rec</b>	<b>Youth fee-based Camp</b>										
776	Park & Rec	Day Camps & Youth Day Trips	\$14.00 - \$307.00	\$14.42 - \$316.21	3-4	\$14.50 - \$316.00		\$14.50 - \$316.00	\$0.50 - \$9.00			
<b>777</b>	<b>Park &amp; Rec</b>	<b>AQUATICS</b>										
<b>778</b>	<b>Park &amp; Rec</b>	<b>Pool Admissions (unless otherwise noted)</b>										
779	Park & Rec	Recreation Swimming - all ages	\$0.00 - \$7.65	\$0.00 - \$7.88	1-2	\$0.00 - \$7.90		\$0.00 - \$7.90	\$0.00 - \$0.25			
<b>780</b>	<b>Park &amp; Rec</b>	<b>Swim Lessons and Classes</b>										
781	Park & Rec	Swimming Lessons - range includes child, teen, adults, senior	\$9.85 - \$114.00	\$10.15 - \$117.42	3-4	\$10.25 - \$117.00		\$10.25 - \$117.00	\$0.40 - \$3.00			
782	Park & Rec	Aqua Fitness classes Drop in	Free - \$7.00	Free - \$7.21	2	Free - \$7.20		Free - \$7.20	\$0.20			
<b>783</b>	<b>Park &amp; Rec</b>	<b>Other Fees - Aquatics</b>										
784	Park & Rec	Pool Rental per hour	\$2.25 - \$617.00	\$2.32 - \$635.51	2-4	\$2.30 - \$636.00		\$2.30 - \$636.00	\$0.05 - \$19.00			
785	Park & Rec	Swim Team per session cost per person	\$18.25 - \$124.00	\$18.80 - \$127.72	3-4	\$18.75 - \$128.00		\$18.75 - \$128.00	\$0.50 - \$4.00			
786	Park & Rec	Concession Sales - Aquatics	\$0.15 - \$30.25	\$0.15 - \$31.16	1-3	\$0.15 - \$31.25		\$0.15 - \$31.25	\$0.00 - \$1.00			
787	Park & Rec	Water Safety Instruction - Lifeguard Classes	\$0.00 - \$262.00	\$0.00 - \$269.86	1-4	\$0.00 - \$270.00		\$0.00 - \$270.00	\$0.00 - \$8.00			
788	Park & Rec	Pool Punch Cards	\$20.00 - \$61.00	\$20.60 - \$62.83	3-3	\$20.50 - \$62.75		\$20.50 - \$62.75	\$0.50 - \$1.75			
<b>789</b>	<b>Park &amp; Rec</b>	<b>OTHER RECREATION FEES</b>										
<b>790</b>	<b>Park &amp; Rec</b>	<b>Preschool Classes &amp; Activities</b>										
791	Park & Rec	Class fees per month	\$31.25 - \$503.00	\$32.19 - \$518.09	3-4	\$32.25 - \$518.00		\$32.25 - \$518.00	\$1.00 - \$15.00			
<b>792</b>	<b>Park &amp; Rec</b>	<b>Adults 50+ (Seniors)</b>										
793	Park & Rec	Bridge, art, language, hobby classes	\$3.00 - \$92.00	\$3.09 - \$94.76	2-3	\$3.10 - \$94.75		\$3.10 - \$94.75	\$0.10 - \$2.75			

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
794	Park & Rec	Computer Classes	\$3.00 - \$63.25	\$3.09 - \$65.15	2-3	\$3.10 - \$65.25		\$3.10 - \$65.25	\$0.10 - \$2.00			
795	Park & Rec	Hiking	\$23.00 - \$35.00	\$23.69 - \$36.05	3-3	\$23.75 - \$36.00		\$23.75 - \$36.00	\$0.75 - \$1.00			
796	Park & Rec	Excursions	Cost + 15 to 45%	Cost + 15 to 45%				Cost + 15 to 45%				
797	Park & Rec	Yoga, Pilates & Specialty Exercise Classes	\$15.50 - \$63.50	\$15.96 - \$65.41	3-3	\$16.00 - \$65.50		\$16.00 - \$65.50	\$0.50 - \$2.00			
<b>798</b>	<b>Park &amp; Rec</b>	<b>Therapeutic Recreation</b>										
799	Park & Rec	Program fees	\$10.50 - \$213.00	\$10.81 - \$219.39	3-4	\$10.75 - \$219.00		\$10.75 - \$219.00	\$0.25 - \$6.00			
800	Park & Rec	Community Dance Attendance Fee (without transportation)	\$5.00 - \$11.50	\$5.15 - \$11.85	2-3	\$5.15 - \$11.75		\$5.15 - \$11.75	\$0.15 - \$0.25			
<b>801</b>	<b>Park &amp; Rec</b>	<b>Morning Star</b>										
802	Park & Rec	Private Full Day	\$58.75 - \$82.50	\$60.51 - \$84.97	3-3	\$60.50 - \$85.00		\$60.50 - \$85.00	\$1.75 - \$2.50			
803	Park & Rec	Private Half Day	\$35.00 - \$58.75	\$36.05 - \$60.51	3-3	\$36.00 - \$60.50		\$36.00 - \$60.50	\$1.00 - \$1.75			
<b>804</b>	<b>Park &amp; Rec</b>	<b>Miscellaneous Fees</b>										
805	Park & Rec	Late Cancellation Fee, Refund Fee, NSF Fee	\$5.00 - \$21.50	\$5.15 - \$22.14	2-3	\$5.15 - \$22.25		\$5.15 - \$22.25	\$0.15 - \$0.75			
806	Park & Rec	Late payment- Individual	\$10.75	\$11.07	3	\$11.00		\$11.00	\$0.25			
807	Park & Rec	Late Payment- Teams	\$52.50	\$54.08	3	\$54.00		\$54.00	\$1.50			
808	Park & Rec	Advertising and Sponsorships	\$40.50 - \$345,950.00	\$41.72 - \$356,328.50	3-4	\$41.75 - \$356,328.00		\$41.75 - \$356,328.00	\$1.25 - \$10,378.00			
809	Park & Rec	Concession Sales - Centers	\$0.15 - \$33.75	\$0.15 - \$34.76	1-3	\$0.15 - \$34.75		\$0.15 - \$34.75	\$0.00 - \$1.00			
<b>810</b>	<b>Park &amp; Rec</b>	<b>Park Development Fees</b>										
811	Park & Rec	Park and Median Development Review (per sheet)	\$251.00	\$258.53	4	\$259.00		\$259.00	\$8.00			
<b>812</b>	<b>Park &amp; Rec</b>	<b>Neighborhood Park</b>										
813	Park & Rec	Single Family Dwelling Unit	\$1,388.85	\$1,430.52	4	\$1,431.00	(\$25.49)	\$1,405.51	\$16.66	True	Fee amount was revised to conform to PROS' standard methodology for calculating Park Development Fees, which relies on a different indexing formula and collects to the penny rather than rounding to the nearest dollar.	
814	Park & Rec	Multi-Family Dwelling Unit	\$1,310.24	\$1,349.55	4	\$1,350.00	(\$24.04)	\$1,325.96	\$15.72	True	See line	813
815	Park & Rec	Active Adult Dwelling Unit	\$828.07	\$852.91	4	\$853.00	(\$15.00)	\$838.00	\$9.93	True	See line	813
816	Park & Rec	Transit Station Area Dwelling Unit	\$1,058.67	\$1,090.43	4	\$1,090.00	(\$18.63)	\$1,071.37	\$12.70	True	See line	813
<b>817</b>	<b>Park &amp; Rec</b>	<b>Community Park</b>										
818	Park & Rec	Single Family Dwelling Unit	\$511.79	\$527.14	4	\$527.00	(\$9.07)	\$517.93	\$6.14	True	See line	813
819	Park & Rec	Multi-Family Dwelling Unit	\$482.82	\$497.30	4	\$497.00	(\$8.38)	\$488.62	\$5.80	True	See line	813
820	Park & Rec	Active Adult Dwelling Unit	\$305.14	\$314.29	4	\$314.00	(\$5.19)	\$308.81	\$3.67	True	See line	813

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
821	Park & Rec	Transit Station Area Dwelling Unit	\$390.12	\$401.82	4	\$402.00	(\$7.20)	\$394.80	\$4.68	True	See line	813
<b>822</b>	<b>Park &amp; Rec</b>	<b>Cash-in-lieu of Land Dedication Per-acre Value for Infill and Transit Station Area Development</b>										
823	Park & Rec	Average Land Value (per acre)	\$44,600.00	\$45,938.00	4	\$45,938.00	\$4,962.00	\$50,900.00	\$6,300.00	True	See line	813
<b>824</b>	<b>Park &amp; Rec</b>	<b>"Capital Impact Fees"</b>										
<b>825</b>	<b>Park &amp; Rec</b>	<b>Large Urban, Special Use and Regional Parks Capital Impact Fee</b>										
826	Park & Rec	Per Single Family Detached Unit	\$308.00	\$317.24	4	\$317.00	\$955.52	\$1,272.52	\$964.52	True	Approved Impact Fees	
827	Park & Rec	Per Single Family Attached Unit	\$260.00	\$267.80	4	\$268.00	\$663.52	\$931.52	\$671.52	True	Approved Impact Fees	
828	Park & Rec	Per Multi-Family Dwelling Unit	\$217.00	\$223.51	4	\$224.00	\$695.04	\$919.04	\$702.04	True	Approved Impact Fees	
<b>829</b>	<b>Park &amp; Rec</b>	<b>Recreation Capital Impact Fee</b>										
830	Park & Rec	Per Single Family Detached Unit						\$1,114.98			New Fee: Approved Impact Fees	
831	Park & Rec	Per Single Family Attached Unit						\$816.19			New Fee: Approved Impact Fees	
832	Park & Rec	Per Multi-Family Dwelling Unit						\$805.26			New Fee: Approved Impact Fees	
<b>Planning &amp; Development Services</b>												
<b>833</b>	<b>Planning</b>	<b>Services</b>										
834	Planning	Photocopy (24"x36") per sheet	\$9.85	\$10.15	3	\$10.25		\$10.25	\$0.40			
835	Planning	Photocopy on Mylar (24" x 36") per sheet	\$102.00	\$105.06	4	\$105.00		\$105.00	\$3.00			
836	Planning	Custom Database report	\$1,013.00	\$1,043.39	4	\$1,043.00		\$1,043.00	\$30.00			
837	Planning	Major update of existing database report	\$252.00	\$259.56	4	\$260.00		\$260.00	\$8.00			
838	Planning	Zoning Letter Verification Fee	\$92.25	\$95.02	3	\$95.00		\$95.00	\$2.75			
839	Planning	Address, assign single, new, for any type of structure	\$33.00	\$33.99	3	\$34.00		\$34.00	\$1.00			
840	Planning	Second address, and each address thereafter consecutively assigned in the project area for any type of structure.	\$12.50	\$12.88	3	\$13.00		\$13.00	\$0.50			
841	Planning	Address Change to existing, established address	\$529.00	\$544.87	4	\$545.00		\$545.00	\$16.00			
842	Planning	Custom Street Names	\$2,640.00	\$2,719.20	4	\$2,719.00		\$2,719.00	\$79.00			
843	Planning	GIS/research project – to be approved by director (per hour)	\$421.00	\$433.63	4	\$434.00		\$434.00	\$13.00			
<b>844</b>	<b>Planning</b>	<b>Documents</b>										
845	Planning	Map, any GIS map produced on plotter	\$14.00	\$14.42	3	\$14.50		\$14.50	\$0.50			
846	Planning	Initial Set-Up and Referral Charge	\$4,938.00	\$5,086.14	4	\$5,086.00		\$5,086.00	\$148.00			
847	Planning	Initial Set-Up & Referral Charge for Simple Cases	\$557.00	\$573.71	4	\$574.00		\$574.00	\$17.00			
<b>848</b>	<b>Planning</b>	<b>GDP Initial Zoning Rezoning</b>										

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
849	Planning	Up to 5 acres	\$6,172.00	\$6,357.16	4	\$6,357.00		\$6,357.00	\$185.00			
850	Planning	More than 5 and up to 10 acres.....	\$6,172.00	\$6,357.16	4	\$6,357.00		\$6,357.00	\$185.00			
851	Planning	Plus fee per acre over 5 acres	\$134.00	\$138.02	4	\$138.00		\$138.00	\$4.00			
852	Planning	More than 10 and up to 640 acres.....	\$6,844.00	\$7,049.32	4	\$7,049.00		\$7,049.00	\$205.00			
853	Planning	Plus fee per acre over 10 acres	\$54.50	\$56.13	3	\$56.25		\$56.25	\$1.75			
854	Planning	More than 640 acres.....	\$41,067.00	\$42,299.01	4	\$42,299.00		\$42,299.00	\$1,232.00			
855	Planning	Plus fee per acre over 640 acres	\$27.00	\$27.81	3	\$27.75		\$27.75	\$0.75			
<b>856</b>	<b>Planning</b>	<b>General Development Plan (GDP)</b>										
857	Planning	Up to 5 acres	<del>\$8,639.00</del>	<del>\$8,898.17</del>	4	<del>\$8,898.00</del>		<del>\$8,898.00</del>	<del>\$259.00</del>		Delete: Fee shown in Area C Master Plan starting line	864
858	Planning	More than 5 and less than 10 acres.....	<del>\$8,639.00</del>	<del>\$8,898.17</del>	4	<del>\$8,898.00</del>		<del>\$8,898.00</del>	<del>\$259.00</del>		See line	857
859	Planning	Plus fee per acre over 5 acres	<del>\$217.00</del>	<del>\$223.51</del>	4	<del>\$224.00</del>		<del>\$224.00</del>	<del>\$7.00</del>		See line	857
860	Planning	More than 10 and up to 640 acres.....	<del>\$9,722.00</del>	<del>\$10,013.66</del>	4	<del>\$10,014.00</del>		<del>\$10,014.00</del>	<del>\$292.00</del>		See line	857
861	Planning	Plus fee per acre over 10 acres	<del>\$124.00</del>	<del>\$127.72</del>	4	<del>\$128.00</del>		<del>\$128.00</del>	<del>\$4.00</del>		See line	857
862	Planning	More than 640 acres.....	<del>\$87,496.00</del>	<del>\$90,120.88</del>	4	<del>\$90,121.00</del>		<del>\$90,121.00</del>	<del>\$2,625.00</del>		See line	857
863	Planning	Plus fee per acre over 640 acres	<del>\$61.75</del>	<del>\$63.60</del>	3	<del>\$63.50</del>		<del>\$63.50</del>	<del>\$1.75</del>		See line	857
<b>864</b>	<b>Planning</b>	<b>Area C Master Plan</b>										
865	Planning	Up to 5 acres	\$8,639.00	\$8,898.17	4	\$8,898.00		\$8,898.00	\$259.00			
866	Planning	More than 5 and less than 10 acres.....	\$8,639.00	\$8,898.17	4	\$8,898.00		\$8,898.00	\$259.00			
867	Planning	Plus fee per acre over 5 acres	\$217.00	\$223.51	4	\$224.00		\$224.00	\$7.00			
868	Planning	More than 10 and up to 640 acres.....	\$9,722.00	\$10,013.66	4	\$10,014.00		\$10,014.00	\$292.00			
869	Planning	Plus fee per acre over 10 acres	\$124.00	\$127.72	4	\$128.00		\$128.00	\$4.00			
870	Planning	More than 640 acres.....	\$87,496.00	\$90,120.88	4	\$90,121.00		\$90,121.00	\$2,625.00			
871	Planning	Plus fee per acre over 640 acres	\$61.75	\$63.60	3	\$63.50		\$63.50	\$1.75			
<b>872</b>	<b>Planning</b>	<b>Area A &amp; B Infill Master Plan</b>										
873	Planning	Up to 5 acres	\$3,087.00	\$3,179.61	4	\$3,180.00		\$3,180.00	\$93.00			
874	Planning	More than 5 and less than 10 acres.....	\$3,087.00	\$3,179.61	4	\$3,180.00		\$3,180.00	\$93.00			
875	Planning	Plus fee per acre over 5 acres	\$217.00	\$223.51	4	\$224.00		\$224.00	\$7.00			
876	Planning	10 acres or more.....	\$4,168.00	\$4,293.04	4	\$4,293.00		\$4,293.00	\$125.00			
877	Planning	Plus fee per acre over 10 acres	\$124.00	\$127.72	4	\$128.00		\$128.00	\$4.00			
878	Planning	Amendments to GDP, FDP or a Master Plan	\$3,704.00	\$3,815.12	4	\$3,815.00		\$3,815.00	\$111.00			
<b>879</b>	<b>Planning</b>	<b>Site Plan/CSP</b>										
880	Planning	Up to 5 acres	\$1,851.00	\$1,906.53	4	\$1,907.00		\$1,907.00	\$56.00			
881	Planning	More than 5 and less than 10 acres.....	\$1,851.00	\$1,906.53	4	\$1,907.00		\$1,907.00	\$56.00			

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
882	Planning	Plus fee per acre over 5 acres	\$217.00	\$223.51	4	\$224.00		\$224.00	\$7.00			
883	Planning	More than 10 acres and less than 640 acres...	\$2,932.00	\$3,019.96	4	\$3,020.00		\$3,020.00	\$88.00			
884	Planning	Plus fee per acre over 10 acres	\$124.00	\$127.72	4	\$128.00		\$128.00	\$4.00			
885	Planning	More than 640 acres	\$77,969.00	\$80,308.07	4	\$80,308.00		\$80,308.00	\$2,339.00			
886	Planning	Plus fee per acre over 640 acres	\$61.75	\$63.60	3	\$63.50		\$63.50	\$1.75			
<b>887</b>	<b>Planning</b>	<b>E-470/NE Plains Contextual Site Plan (CSP)</b>										
888	Planning	Up to 5 acres	<del>\$1,851.00</del>	<del>\$1,906.53</del>	4	<del>\$1,907.00</del>		<del>\$1,907.00</del>	<del>\$56.00</del>		Delete Fee: Fee shown in Site Plan / CSP starting line	879
889	Planning	More than 5 and less than 10 acres.....	<del>\$1,851.00</del>	<del>\$1,906.53</del>	4	<del>\$1,907.00</del>		<del>\$1,907.00</del>	<del>\$56.00</del>		See line	888
890	Planning	Plus fee per acre over 5 acres	<del>\$217.00</del>	<del>\$223.51</del>	4	<del>\$224.00</del>		<del>\$224.00</del>	<del>\$7.00</del>		See line	888
891	Planning	More than 10 acres and less than 640 acres...	<del>\$2,932.00</del>	<del>\$3,019.96</del>	4	<del>\$3,020.00</del>		<del>\$3,020.00</del>	<del>\$88.00</del>		See line	888
892	Planning	Plus fee per acre over 10 acres	<del>\$124.00</del>	<del>\$127.72</del>	4	<del>\$128.00</del>		<del>\$128.00</del>	<del>\$4.00</del>		See line	888
893	Planning	More than 640 acres	<del>\$77,969.00</del>	<del>\$80,308.07</del>	4	<del>\$80,308.00</del>		<del>\$80,308.00</del>	<del>\$2,339.00</del>		See line	888
894	Planning	Plus fee per acre over 640 acres	<del>\$61.75</del>	<del>\$63.60</del>	3	<del>\$63.50</del>		<del>\$63.50</del>	<del>\$1.75</del>		See line	888
<b>895</b>	<b>Planning</b>	<b>Subdivision Plat or Replat</b>										
896	Planning	Minor Adjustment to Plat	\$455.00	\$468.65	4	\$469.00		\$469.00	\$14.00			
897	Planning	Subdivision Plat or Replat.....	\$3,087.00	\$3,179.61	4	\$3,180.00		\$3,180.00	\$93.00			
898	Planning	Plus fee per plat sheet	\$185.00	\$190.55	4	\$191.00		\$191.00	\$6.00			
899	Planning	Subdivision Plat Amendment.....	\$925.00	\$952.75	4	\$953.00		\$953.00	\$28.00			
900	Planning	Plus fee per plat sheet	\$185.00	\$190.55	4	\$191.00		\$191.00	\$6.00			
901	Planning	Public Hearing	\$3,087.00	\$3,179.61	4	\$3,180.00		\$3,180.00	\$93.00			
902	Planning	Public Hearing for Simple Cases	\$557.00	\$573.71	4	\$574.00		\$574.00	\$17.00			
903	Planning	Final Mylar Processing and Recording per sheet (including plat sheets)	\$247.00	\$254.41	4	\$254.00		\$254.00	\$7.00			
<b>904</b>	<b>Planning</b>	<b>Other Application Types</b>										
905	Planning	Application Re-Activation Fee	25% of original application fee	25% of original application fee				25% of original application fee				
<b>906</b>	<b>Planning</b>	<b>Board of Adjustment &amp; Appeals Application</b>										
907	Planning	Regular session	\$601.00	\$619.03	4	\$619.00		\$619.00	\$18.00			
908	Planning	Special session	\$1,202.00	\$1,238.06	4	\$1,238.00		\$1,238.00	\$36.00			
909	Planning	Deferral of Public Improvements (DPI) (per application)	\$5,148.00	\$5,302.44	4	\$5,302.00		\$5,302.00	\$154.00			
<b>910</b>	<b>Planning</b>	<b>Minor Administrative Amendment/Redevelop Plan</b>										
911	Planning	Minor Amendment, less than 3 sheets	\$617.00	\$635.51	4	\$636.00		\$636.00	\$19.00			
912	Planning	Filed prior to construction, 3 - 5 sheets per application	\$931.00	\$958.93	4	\$959.00		\$959.00	\$28.00			
913	Planning	Filed after construction, 3 - 5 sheets per application	\$1,605.00	\$1,653.15	4	\$1,653.00		\$1,653.00	\$48.00			

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
914	Planning	Minor Mylar Change, up to 5 sheets per application	\$199.00	\$204.97	4	\$205.00		\$205.00	\$6.00			
915	Planning	Color Palette	\$22.50	\$23.18	3	\$23.25		\$23.25	\$0.75			
<b>916</b>	<b>Planning</b>	<b>Oil and Gas Well Drilling or Production Permit</b>										
917	Planning	1 through 3 well(s) on one pad site	\$1,814.00	\$1,868.42	4	\$1,868.00		\$1,868.00	\$54.00			
918	Planning	4 or more wells on one pad site	\$2,872.00	\$2,958.16	4	\$2,958.00		\$2,958.00	\$86.00			
<b>919</b>	<b>Planning</b>	<b>Note: On Solar Accessory (rooftop or ground) on existing home or business, if application does not contain a planning-related item that is subject to a fee, then there is not a charge for the application. (Building Division collects a permit fee.)</b>										
<b>920</b>	<b>Planning</b>	<b>Saddle Rock Review Committee Application</b>										
921	Planning	New plot plan	<del>\$741.00</del>	<del>\$763.23</del>	4	<del>\$763.00</del>		<del>\$763.00</del>	<del>\$22.00</del>		Delete Fee: Review committee no longer being used	
922	Planning	New model	<del>\$741.00</del>	<del>\$763.23</del>	4	<del>\$763.00</del>		<del>\$763.00</del>	<del>\$22.00</del>		See line	921
923	Planning	Change existing plot plan	<del>\$741.00</del>	<del>\$763.23</del>	4	<del>\$763.00</del>		<del>\$763.00</del>	<del>\$22.00</del>		See line	921
924	Planning	Change existing model	<del>\$741.00</del>	<del>\$763.23</del>	4	<del>\$763.00</del>		<del>\$763.00</del>	<del>\$22.00</del>		See line	921
925	Planning	Street or Plat Vacation (per application)	<del>\$5,148.00</del>	<del>\$5,302.44</del>	4	<del>\$5,302.00</del>		<del>\$5,302.00</del>	<del>\$154.00</del>		See line	921
926	Planning	Tenant application for conditional use	<del>\$342.00</del>	<del>\$352.26</del>	4	<del>\$352.00</del>		<del>\$352.00</del>	<del>\$10.00</del>		See line	921
927	Planning	Use Approval for Conditional Use (per request)	<del>\$761.00</del>	<del>\$783.83</del>	4	<del>\$784.00</del>		<del>\$784.00</del>	<del>\$23.00</del>		See line	921
928	Planning	Conditional Use for Oil/Gas	<del>\$1,135.00</del>	<del>\$1,169.05</del>	4	<del>\$1,169.00</del>		<del>\$1,169.00</del>	<del>\$34.00</del>		See line	921
929	Planning	Sign Variance (per request)	<del>\$381.00</del>	<del>\$392.43</del>	4	<del>\$392.00</del>		<del>\$392.00</del>	<del>\$11.00</del>		See line	921
930	Planning	Creative Sign Permit Application	<del>\$342.00</del>	<del>\$352.26</del>	4	<del>\$352.00</del>		<del>\$352.00</del>	<del>\$10.00</del>		See line	921
<b>931</b>	<b>Planning</b>	<b>Referrals</b>										
932	Planning	Art	\$185.00	\$190.55	4	\$191.00		\$191.00	\$6.00			
933	Planning	Civil Engineering	\$185.00	\$190.55	4	\$191.00		\$191.00	\$6.00			
934	Planning	Parks & Open Space Referral	\$185.00	\$190.55	4	\$191.00		\$191.00	\$6.00			
935	Planning	Real Property	\$185.00	\$190.55	4	\$191.00		\$191.00	\$6.00			
<b>936</b>	<b>Planning</b>	<b>BUSINESS DEVELOPMENT CENTER</b>										
<b>937</b>	<b>Planning</b>	<b>AURORA SBDC</b>										
938	Planning	Single 2-hour session (Starting Your Business)	\$15.00	\$15.45	3	\$15.50	(\$0.50)	\$15.00	\$0.00	True	This is a Federal based grant fee and should not change.	
939	Planning	Single 3-hour session (various business topics)	\$25.00	\$25.75	3	\$25.75	(\$0.75)	\$25.00	\$0.00	True	See line	938
940	Planning	Two 3-hour sessions (Quick Books)	\$120.00	\$123.60	4	\$124.00	(\$4.00)	\$120.00	\$0.00	True	See line	938
941	Planning	8-hour day Session (BizPlan in a Day)	<del>\$150.00</del>	<del>\$154.50</del>	4	<del>\$154.00</del>	<del>(\$4.00)</del>	<del>\$150.00</del>	<del>\$0.00</del>	True	Moved fee from Aurora South Metro Denver SBDC to Aurora SBDC, keep at flat rate, See line	951
942	Planning	Twelve 3-hour sessions (Leading Edge) full fee	\$375.00	\$386.25	4	\$386.00	(\$11.00)	\$375.00	\$0.00			

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
943	Planning	Additional registration from same company (Leading Edge)	\$275.00	\$283.25	4	\$283.00	(\$8.00)	\$275.00	\$0.00			
944	Planning	SBDC Advanced-Silver	\$250.00	\$257.50	4	\$258.00	(\$8.00)	\$250.00	\$0.00			
<b>945</b>	<b>Planning</b>	<b>AURORA SOUTH METRO DENVER SBDC</b>										
946	Planning	Single 2-hour session (Small Business Fundamentals)	\$30.00	\$30.90	3	\$31.00	(\$16.00)	\$15.00	(\$15.00)			
947	Planning	Single 3-hour session (various business topics)	\$25.00	\$25.75	3	\$25.75	(\$0.75)	\$25.00	\$0.00			
<del>948</del>	<del>Planning</del>	<del>8-hour day session (Leading Edge)</del>	<del>\$100.00</del>	<del>\$103.00</del>	<del>4</del>	<del>\$103.00</del>		<del>\$103.00</del>	<del>\$3.00</del>		<del>Delete Fee: No longer offered</del>	
949	Planning	Five 8-hour day session (Leading Edge)	\$495.00	\$509.85	4	\$510.00	(\$135.00)	\$375.00	(\$120.00)			
950	Planning	Additional registration from same company (Leading Edge)	\$395.00	\$406.85	4	\$407.00	(\$132.00)	\$275.00	(\$120.00)			
<del>951</del>	<del>Planning</del>	<del>8-hour day session (BizPlan in a Day)</del>	<del>\$150.00</del>	<del>\$154.50</del>	<del>4</del>	<del>\$154.00</del>	<del>(\$4.00)</del>	<del>\$150.00</del>	<del>\$0.00</del>		<del>Fee Moved to line</del>	<del>941</del>
<b>Police</b>												
952	Police	Audio Tape Copying (per tape)	\$41.00	\$42.23	3	\$42.25		\$42.25	\$1.25			
<b>953</b>	<b>Police</b>	<b>Crime Lab Photos</b>										
954	Police	8x10 Color	\$8.50	\$8.76	2	\$8.75		\$8.75	\$0.25			
955	Police	3x5 Color	\$2.70	\$2.78	2	\$2.80		\$2.80	\$0.10			
956	Police	8x10 B&W	\$2.70	\$2.78	2	\$2.80		\$2.80	\$0.10			
957	Police	8x10 Proof Sheet	\$8.50	\$8.76	2	\$8.75		\$8.75	\$0.25			
<b>958</b>	<b>Police</b>	<b>Crime Lab Video Tape Copies</b>										
959	Police	Blank Tape Provided	\$34.25	\$35.28	3	\$35.25		\$35.25	\$1.00			
960	Police	Department Provides Tape	\$47.75	\$49.18	3	\$49.25		\$49.25	\$1.50			
961	Police	Crime Lab Digital Photos (per picture)	\$1.60	\$1.65	2	\$1.65		\$1.65	\$0.05			
<b>962</b>	<b>Police</b>	<b>Police Offense Reports (electronic)</b>										
963	Police	Maintain, Search, Retrieve and Print First 10 pages	\$7.15	\$7.36	2	\$7.35		\$7.35	\$0.20			
964	Police	Each page thereafter	\$0.25	\$0.26	1	\$0.26	(\$0.01)	\$0.25	\$0.00	True	match state rate	
965	Police	Redaction/every 50 pages	\$7.15	\$7.36	2	\$7.35		\$7.35	\$0.20			
<b>966</b>	<b>Police</b>	<b>Police Offense Report (Microfilm)</b>										
967	Police	Maintain, Search, Retrieve and Print First 10 pages	\$7.15	\$7.36	2	\$7.35		\$7.35	\$0.20			
968	Police	Each page thereafter	\$0.25	\$0.26	1	\$0.26	(\$0.01)	\$0.25	\$0.00	True	match state rate	
969	Police	Redaction/every 50 pages	\$7.15	\$7.36	2	\$7.35		\$7.35	\$0.20			
<b>970</b>	<b>Police</b>	<b>Final Disposition (electronic)</b>										
971	Police	Maintain, Search, Retrieve and Print First 10 pages	\$7.15	\$7.36	2	\$7.35		\$7.35	\$0.20			
972	Police	Each page thereafter	\$0.25	\$0.26	1	\$0.26	(\$0.01)	\$0.25	\$0.00	True	match state rate	
<b>973</b>	<b>Police</b>	<b>Final Disposition (Microfilm)</b>										
974	Police	Maintain, Search, Retrieve and Print First 10 pages	\$7.15	\$7.36	2	\$7.35		\$7.35	\$0.20			
975	Police	Each page thereafter	\$0.25	\$0.26	1	\$0.26	(\$0.01)	\$0.25	\$0.00	True	match state rate	
<b>976</b>	<b>Police</b>	<b>Records Check Fee (Per Report)</b>										



Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
977	Police	Manually compiled original report	\$11.75	\$12.10	3	\$12.00		\$12.00	\$0.25			
978	Police	Notarized	\$5.00	\$5.15	2	\$5.15	(\$0.15)	\$5.00	\$0.00	True	state maximum	
979	Police	Mug Shots - maintain, search and retrieve	\$2.05	\$2.11	2	\$2.10		\$2.10	\$0.05			
980	Police	B&W Printout	\$0.25	\$0.26	1	\$0.26	(\$0.01)	\$0.25	\$0.00	True	match state rate	
981	Police	Sex Offender List	\$5.90	\$6.08	2	\$6.10		\$6.10	\$0.20			
982	Police	Report Certification	\$11.75	\$12.10	3	\$12.00		\$12.00	\$0.25			
<b>983</b>	<b>Police</b>	<b>Records CAD Address Search (per address)</b>										
984	Police	Maintain, Search, Retrieve and Print First 10 pages	\$6.05	\$6.23	2	\$6.25		\$6.25	\$0.20			
985	Police	Each page thereafter	\$0.25	\$0.26	1	\$0.26	(\$0.01)	\$0.25	\$0.00	True	match state rate	
<b>986</b>	<b>Police</b>	<b>Fingerprinting</b>										
987	Police	<del>Resident - up to 3 cards (\$5.00 for each additional card)</del>	<del>\$12.00</del>	<del>\$12.36</del>	<del>3</del>	<del>\$12.25</del>		<del>\$12.25</del>	<del>\$0.25</del>		Delete fee: Fingerprinting no longer done	
988	Police	<del>Non-Resident - up to 3 cards (\$5.00 for each additional card)</del>	<del>\$24.00</del>	<del>\$24.72</del>	<del>3</del>	<del>\$24.75</del>		<del>\$24.75</del>	<del>\$0.75</del>		Delete fee: Fingerprinting no longer done	
<b>989</b>	<b>Police</b>	<b>Voluntary Weapons Storage After an Aurora Municipal Court Order</b>										
990	Police	Hand Guns (fee per weapon plus per day storage fee below)	\$87.75	\$90.38	3	\$90.50		\$90.50	\$2.75			
991	Police	Rifles (fee per weapon plus per day storage fee below)	\$96.25	\$99.14	3	\$99.25		\$99.25	\$3.00			
992	Police	Daily Storage Fee per Weapon	\$0.55	\$0.57	1	\$0.57		\$0.57	\$0.02			
993	Police	Vehicle Impound Service Fee	\$33.50	\$34.51	3	\$34.50		\$34.50	\$1.00			
<b>994</b>	<b>Police</b>	<b>Use of Firing Range by Law Enforcement, POST Approved Training or Military</b>										
995	Police	Per hour plus \$10/person (\$150.00 minimum)	\$72.75	\$74.93	3	\$75.00		\$75.00	\$2.25			
<b>996</b>	<b>Police</b>	<b>Sex Offender Registration Fee</b>										
997	Police	New Registration	\$75.00	\$77.25	3	\$77.25	(\$2.25)	\$75.00	\$0.00	True	match state rate	
998	Police	Renewal-registration	\$25.00	\$25.75	3	\$25.75	(\$0.75)	\$25.00	\$0.00	True	match state rate	
<b>999</b>	<b>Police</b>	<b>Pawn/Second-Hand Transactions</b>										
1000	Police	Pawn Shop/Second Hand Transaction Fee (Per Transaction)	\$0.25	\$0.26	1	\$0.26		\$0.26	\$0.01			
<b>1001</b>	<b>Police</b>	<b>"Capital Impact Fees"</b>										
<b>1002</b>	<b>Police</b>	<b>Police Capital Impact Fee</b>										
1003	Police	Per Single Family Detached Unit	\$116.00	\$119.48	4	\$119.00	\$853.42	\$972.42	\$856.42	True	Approved Impact Fees	
1004	Police	Per Single Family Attached Unit	\$99.25	\$102.23	4	\$102.00	\$609.84	\$711.84	\$612.59	True	Approved Impact Fees	
1005	Police	Per Multi-Family Dwelling Unit	\$81.75	\$84.20	3	\$84.25	\$618.05	\$702.30	\$620.55	True	Approved Impact Fees	
<b>Public Defender</b>												



Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
1006	Pub Def	Public Defender Application Fee	\$25.00	\$25.75	3	\$25.75	(\$0.75)	\$25.00	\$0.00	True	No change. People who use the service tend to be below or slightly above the poverty guidelines. Keep at the same level.	
<b>Public Safety Communications</b>												
<b>1007</b>	<b>Pub Safety</b>	<b>Dispatch Recording Search Fee</b>										
1008	Pub Safety	911 Call (CD - includes CAD Report)	\$31.50	\$32.45	3	\$32.50		\$32.50	\$1.00			
1009	Pub Safety	Dispatch Recording CD	\$31.50	\$32.45	3	\$32.50		\$32.50	\$1.00			
<b>Public Works</b>												
<b>1010</b>	<b>Pub Wks</b>	<b>SALES - ENGINEERING SERVICES:</b>										
<b>1011</b>	<b>Pub Wks</b>	<b>Blueprints, Xerographic, Reader-Printer, Copies (Paper Copy per Sheet)</b>										
1012	Pub Wks	17x22	\$1.40	\$1.44	2	\$1.45		\$1.45	\$0.05			
1013	Pub Wks	22x34	\$1.40	\$1.44	2	\$1.45		\$1.45	\$0.05			
1014	Pub Wks	24x36	\$2.75	\$2.83	2	\$2.85		\$2.85	\$0.10			
1015	Pub Wks	32x36	\$3.45	\$3.55	2	\$3.55		\$3.55	\$0.10			
1016	Pub Wks	36x48	\$3.45	\$3.55	2	\$3.55		\$3.55	\$0.10			
1017	Pub Wks	Roll Stock/Linear Feet	\$0.69	\$0.71	1	\$0.71		\$0.71	\$0.02			
<b>1018</b>	<b>Pub Wks</b>	<b>City Maps</b>										
1019	Pub Wks	Annexation map (Color Plot)	\$14.00	\$14.42	3	\$14.50		\$14.50	\$0.50			
1020	Pub Wks	City Street Map (Color-2000' scale)	\$14.00	\$14.42	3	\$14.50		\$14.50	\$0.50			
1021	Pub Wks	City Street Map (Color-4000' scale)	\$14.00	\$14.42	3	\$14.50		\$14.50	\$0.50			
1022	Pub Wks	City Traffic Volume Map (Color Plot)	\$14.00	\$14.42	3	\$14.50		\$14.50	\$0.50			
1023	Pub Wks	Horizontal Control Map (Color Plot) (Sold by Survey)	\$14.00	\$14.42	3	\$14.50		\$14.50	\$0.50			
1024	Pub Wks	Horizontal Control Map (Black & White) (Sold by Survey)	\$14.00	\$14.42	3	\$14.50		\$14.50	\$0.50			
1025	Pub Wks	Postage and Handling Fee (Plus Postage)	\$7.00	\$7.21	2	\$7.20		\$7.20	\$0.20			
<b>1026</b>	<b>Pub Wks</b>	<b>OVERWEIGHT/OVERSIZE PERMITS</b>										
1027	Pub Wks	Annual Transport Fee	\$97.50	\$100.42	4	\$100.00		\$100.00	\$2.50			
1028	Pub Wks	Single Trip Transport Fee	\$69.75	\$71.84	3	\$71.75		\$71.75	\$2.00			
<b>1029</b>	<b>Pub Wks</b>	<b>REAL PROPERTY PERMITS AND CHARGES:</b>										
1030	Pub Wks	Easement Release (fee per type of easement; limit 5 easements per application)	\$139.00	\$143.17	4	\$143.00		\$143.00	\$4.00			
1031	Pub Wks	License Agreement (one-time fee per agreement)	\$2,349.00	\$2,419.47	4	\$2,419.00		\$2,419.00	\$70.00			
1032	Pub Wks	Pre-license Agreement	\$1,174.00	\$1,209.22	4	\$1,209.00		\$1,209.00	\$35.00			
1033	Pub Wks	Revocable License	\$69.75	\$71.84	3	\$71.75		\$71.75	\$2.00			
<b>1034</b>	<b>Pub Wks</b>	<b>Telecommunications Charges</b>										

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
1035	Pub Wks	Plat Exceptions (per exception)	\$696.00	\$716.88	4	\$717.00		\$717.00	\$21.00			
1036	Pub Wks	Fiber Optic Master License Agreements	\$2,244.00	\$2,311.32	4	\$2,311.00		\$2,311.00	\$67.00			
1037	Pub Wks	Master License Agreement Addendums and Assignments	\$533.00	\$548.99	4	\$549.00		\$549.00	\$16.00			
1038	Pub Wks	Supplemental Site License to Small Cell Master License Agreement	\$1,066.00	\$1,097.98	4	\$1,098.00		\$1,098.00	\$32.00			
1039	Pub Wks	Access Agreement / Right-of-Entry	\$533.00	\$548.99	4	\$549.00		\$549.00	\$16.00			
<b>1040</b>	<b>Pub Wks</b>	<b>PUBLIC IMPROVEMENT INSPECTIONS</b>										
1041	Pub Wks	Sidewalk Chase Drain	\$69.75	\$71.84	3	\$71.75		\$71.75	\$2.00			
1042	Pub Wks	Street cuts, minimum base fee	\$212.00	\$218.36	4	\$218.00		\$218.00	\$6.00			
1043	Pub Wks	Street Cuts, per Square Foot	\$0.55	\$0.57	1	\$0.57		\$0.57	\$0.02			
1044	Pub Wks	Unclassified Deposit Fee (undetermined construction)	\$400.00	\$412.00	4	\$412.00		\$412.00	\$12.00			
1045	Pub Wks	Structures, minimum base fee	\$69.75	\$71.84	3	\$71.75		\$71.75	\$2.00			
1046	Pub Wks	Structures, per square yard surface (Wingwalls, flatwork, etc.)	\$0.42	\$0.43	1	\$0.43		\$0.43	\$0.01			
1047	Pub Wks	Structures, per cubic foot (Box Culverts, etc)	\$0.06	\$0.06	1	\$0.06		\$0.06	\$0.00			
<b>1048</b>	<b>Pub Wks</b>	<b>PUBLIC IMPROVEMENT INSPECTIONS</b>										
1049	Pub Wks	Sidewalk (minimum fee \$71.75)	\$0.53/linear foot	\$0.55/linear foot		\$0.55/linear foot		\$0.55/linear foot	\$0.02			
1050	Pub Wks	Vertical Curb and Gutter (minimum fee \$71.75)	\$0.53/linear foot	\$0.55/linear foot		\$0.55/linear foot		\$0.55/linear foot	\$0.02			
1051	Pub Wks	Mountable Curb and Gutter (minimum fee \$71.75)	\$0.53/linear foot	\$0.55/linear foot		\$0.55/linear foot		\$0.55/linear foot	\$0.02			
1052	Pub Wks	Crosspan	\$139.00	\$143.17	4	\$143.00		\$143.00	\$4.00			
1053	Pub Wks	Curb Ramp	\$139.00	\$143.17	4	\$143.00		\$143.00	\$4.00			
1054	Pub Wks	Mid Block Ramp	\$139.00	\$143.17	4	\$143.00		\$143.00	\$4.00			
1055	Pub Wks	Curb Cut	\$139.00	\$143.17	4	\$143.00		\$143.00	\$4.00			
1056	Pub Wks	Median Cover- Concrete or Aggregate, minimum base charge	\$42.25	\$43.52	3	\$43.50		\$43.50	\$1.25			
1057	Pub Wks	Median Cover, per square foot	\$0.12	\$0.12	1	\$0.12		\$0.12	\$0.00			
1058	Pub Wks	Paving new roads, minimum base charge	\$139.00	\$143.17	4	\$143.00		\$143.00	\$4.00			
1059	Pub Wks	Paving new roads, per square foot	\$0.13	\$0.13	1	\$0.13		\$0.13	\$0.00			
1060	Pub Wks	Mill and Overlay only, minimum base charge	\$139.00	\$143.17	4	\$143.00		\$143.00	\$4.00			
1061	Pub Wks	Mill and Overlay only, per square foot	\$0.28	\$0.29	1	\$0.29		\$0.29	\$0.01			
1062	Pub Wks	Driveway	\$69.75	\$71.84	3	\$71.75		\$71.75	\$2.00			
1063	Pub Wks	Retaining wall(s)	\$69.75	\$71.84	3	\$71.75		\$71.75	\$2.00			
1064	Pub Wks	Monitoring Wells	\$69.75	\$71.84	3	\$71.75		\$71.75	\$2.00			
1065	Pub Wks	Miscellaneous Public Improvement Items	\$69.75	\$71.84	3	\$71.75		\$71.75	\$2.00			

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
1066	Pub Wks	Directional Boring, minimum base fee	\$139.00	\$143.17	4	\$143.00		\$143.00	\$4.00			
1067	Pub Wks	Directional Boring, per lineal foot	\$0.25	\$0.26	1	\$0.26	\$0.09	\$0.35	\$0.10	True	Increase fee to better reflect costs of inspection and monitoring this critical item	
1068	Pub Wks	Pothole Inspection, Minimum fee (up to 5)	\$69.75	\$71.84	3	\$71.75		\$71.75	\$2.00			
1069	Pub Wks	Each additional pothole (greater than 5)	\$16.00	\$16.48	3	\$16.50		\$16.50	\$0.50			
1070	Pub Wks	Public improvements / Materials Lab Inspections Outside Normal Business Hours (per hour, 2-hour min)	\$102.00	\$105.06	4	\$105.00	\$27.00	\$132.00	\$30.00	True	Fee changed to be consistent with the outside-hours fee charged for Building/Permit Inspections	
<b>1071</b>	<b>Pub Wks</b>	<b>Public Improvement, Engineering/Grade &amp; Zoning Certificate of Occupancy Reinspection</b>										
<b>1072</b>	<b>Pub Wks</b>	<b>Cost of the first two inspections is included in the normal application. After the first two inspections, a reinspection fee is imposed.</b>										
1073	Pub Wks	3rd request	\$254.00	\$261.62	4	\$262.00		\$262.00	\$8.00			
1074	Pub Wks	4th request	\$768.00	\$791.04	4	\$791.00		\$791.00	\$23.00			
1075	Pub Wks	5th request	\$1,787.00	\$1,840.61	4	\$1,841.00		\$1,841.00	\$54.00			
1076	Pub Wks	6th request	\$2,812.00	\$2,896.36	4	\$2,896.00		\$2,896.00	\$84.00			
1077	Pub Wks	7th request	\$3,834.00	\$3,949.02	4	\$3,949.00		\$3,949.00	\$115.00			
1078	Pub Wks	8th request	\$4,855.00	\$5,000.65	4	\$5,001.00		\$5,001.00	\$146.00			
1079	Pub Wks	9th request	\$5,878.00	\$6,054.34	4	\$6,054.00		\$6,054.00	\$176.00			
1080	Pub Wks	10th request	\$6,900.00	\$7,107.00	4	\$7,107.00		\$7,107.00	\$207.00			
<b>1081</b>	<b>Pub Wks</b>	<b>Traffic Control Plan</b>										
1082	Pub Wks	Review Fee	\$53.75	\$55.36	3	\$55.25		\$55.25	\$1.50			
1083	Pub Wks	Re-Application Fee	\$106.00	\$109.18	4	\$109.00		\$109.00	\$3.00			
<b>1084</b>	<b>Pub Wks</b>	<b>Traffic Study Review Fees</b>										
1085	Pub Wks	Traffic Impact Letter review fee, fee includes 1 revision	\$409.00	\$421.27	4	\$421.00		\$421.00	\$12.00			
1086	Pub Wks	Traffic Impact Study (medium) review fee, fee includes 2 revisions	\$869.00	\$895.07	4	\$895.00		\$895.00	\$26.00			
1087	Pub Wks	Traffic Impact Study (Regional) review fee, fee includes 2 revisions	\$1,916.00	\$1,973.48	4	\$1,973.00		\$1,973.00	\$57.00			
<b>1088</b>	<b>Pub Wks</b>	<b>STREET OCCUPANCY FEES (Calculation = Fee multiplied by Length of Occupancy (linear ft) and by number of lanes occupied and by duration of occupancy (Days); x2 for occupancy during peak hours)</b>										
1089	Pub Wks	Arterial - Minimum (minimum for fee calculation-420ft)	\$0.43	\$0.44	1	\$0.44		\$0.44	\$0.01			
1090	Pub Wks	Collector - Minimum (minimum for fee calculation-280ft)	\$0.43	\$0.44	1	\$0.44		\$0.44	\$0.01			
1091	Pub Wks	Local - Minimum (minimum for fee calculation-225ft)	\$0.15	\$0.15	1	\$0.15		\$0.15	\$0.00			
1092	Pub Wks	Alley (No detour fee)	\$0.15	\$0.15	1	\$0.15		\$0.15	\$0.00			
1093	Pub Wks	Bike lane (Arterial & Collector ONLY)	\$0.15	\$0.15	1	\$0.15		\$0.15	\$0.00			

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
1094	Pub Wks	Parking lane	no fee	no fee				no fee				
1095	Pub Wks	Parking lane- Collector	\$0.15	\$0.15	1	\$0.15		\$0.15	\$0.00			
1096	Pub Wks	Parking lane- Arterial	\$0.42	\$0.43	1	\$0.43		\$0.43	\$0.01			
1097	Pub Wks	Parking lane (Meter)	\$0.42	\$0.43	1	\$0.43		\$0.43	\$0.01			
1098	Pub Wks	Parking lane (Permit)	\$0.15	\$0.15	1	\$0.15		\$0.15	\$0.00			
<b>1099</b>	<b>Pub Wks</b>	<b>DETOUR FEES (Calculation = Fee multiplied by number of lanes detoured and by duration of detour (days) ; x2 for peak hours)</b>										
1100	Pub Wks	SIDEWALK CLOSURE FEE- Arterial and Collector Only (Calculation = Fee multiplied by length of occupancy and number of lanes and by duration of detour (days) ; x2 for peak hours)	\$0.15	\$0.15	1	\$0.15		\$0.15	\$0.00			
1101	Pub Wks	Arterial/Collector (in addition to Lane Occupancy Fee)	\$157.00	\$161.71	4	\$162.00		\$162.00	\$5.00			
1102	Pub Wks	Local (instead of Lane Occupancy Fee)	\$157.00	\$161.71	4	\$162.00		\$162.00	\$5.00			
<b>1103</b>	<b>Pub Wks</b>	<b>DEVELOPMENT APPLICATION FEES:</b>										
<b>1104</b>	<b>Pub Wks</b>	<b>Civil Plans Review/Mylar Plan Difference</b>										
1105	Pub Wks	Per Sheet	\$549.00	\$565.47	4	\$565.00		\$565.00	\$16.00			
<b>1106</b>	<b>Pub Wks</b>	<b>Engineering Permit Fee</b>										
1107	Pub Wks	Per Referral	\$35.50	\$36.56	3	\$36.50		\$36.50	\$1.00			
<b>1108</b>	<b>Pub Wks</b>	<b>Preliminary Drainage Reports</b>										
1109	Pub Wks	Per Report	\$2,052.00	\$2,113.56	4	\$2,114.00		\$2,114.00	\$62.00			
<b>1110</b>	<b>Pub Wks</b>	<b>Preliminary Drainage Letter</b>										
1111	Pub Wks	Per Letter	\$910.00	\$937.30	4	\$937.00		\$937.00	\$27.00			
1112	Pub Wks	Master Drainage Reports	\$6,172.00	\$6,357.16	4	\$6,357.00		\$6,357.00	\$185.00			
<b>1113</b>	<b>Pub Wks</b>	<b>FEMA Submittal Reviews</b>										
1114	Pub Wks	Per LOMR / CLOMR submittal	\$1,877.00	\$1,933.31	4	\$1,933.00		\$1,933.00	\$56.00			
<b>1115</b>	<b>Pub Wks</b>	<b>Pavement Design Reports</b>										
1116	Pub Wks	Per report or letter	\$295.00	\$303.85	4	\$304.00		\$304.00	\$9.00			
1117	Pub Wks	Plan Revisions (per sheet)	\$100.00	\$103.00	4	\$103.00		\$103.00	\$3.00			
<b>1118</b>	<b>Pub Wks</b>	<b>BUILDING DIVISION:</b>										
<b>1119</b>	<b>Pub Wks</b>	<b>Building Permit and Plan Review Fees</b>										
1120	Pub Wks	Up to 500.00 of value	\$31.25	\$32.19	3	\$32.25		\$32.25	\$1.00			
1121	Pub Wks	Base Fee-More than 500.00 and up to 2,000.00 of Value	\$31.25	\$32.19	3	\$32.25		\$32.25	\$1.00			
1122	Pub Wks	plus fee per 100.00 of value over 500.00	\$4.05	\$4.17	2	\$4.15		\$4.15	\$0.10			
1123	Pub Wks	Base Fee-More than 2,000.00 and up to 25,000.00 of Value	\$92.25	\$95.02	3	\$95.00		\$95.00	\$2.75			
1124	Pub Wks	plus fee per 1,000.00 of value over 2,000.00	\$18.75	\$19.31	3	\$19.25		\$19.25	\$0.50			
1125	Pub Wks	Base Fee-More than 25,000.00 and up to 50,000.00 of Value	\$523.00	\$538.69	4	\$539.00		\$539.00	\$16.00			
1126	Pub Wks	plus fee per 1,000.00 of value over 25,000.00	\$13.25	\$13.65	3	\$13.75		\$13.75	\$0.50			

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
1127	Pub Wks	Base Fee-More than 50,000.00 and up to 100,000.00 of Value	\$861.00	\$886.83	4	\$887.00		\$887.00	\$26.00			
1128	Pub Wks	plus fee per 1,000.00 of value over 50,000.00	\$9.30	\$9.58	2	\$9.60		\$9.60	\$0.30			
1129	Pub Wks	Base Fee-More than 100,000.00 and up to 500,000.00 of Value	\$1,326.00	\$1,365.78	4	\$1,366.00		\$1,366.00	\$40.00			
1130	Pub Wks	plus fee per 1,000.00 of value over 100,000.00	\$7.50	\$7.72	2	\$7.70		\$7.70	\$0.20			
1131	Pub Wks	Base Fee-More than 500,000.00 and up to 1,000,000.00 of Value	\$4,322.00	\$4,451.66	4	\$4,452.00		\$4,452.00	\$130.00			
1132	Pub Wks	plus fee per 1,000.00 of value over 500,000.00	\$6.30	\$6.49	2	\$6.50		\$6.50	\$0.20			
1133	Pub Wks	Base Fee-More than 1,000,000.00 of Value	\$7,495.00	\$7,719.85	4	\$7,720.00		\$7,720.00	\$225.00			
1134	Pub Wks	plus fee per 1,000.00 of value over 1,000,000.00	\$4.15	\$4.27	2	\$4.25		\$4.25	\$0.10			
1135	Pub Wks	Residential Decks	\$314.00	\$323.42	4	\$323.00		\$323.00	\$9.00			
1136	Pub Wks	Residential Basement Finish	\$419.00	\$431.57	4	\$432.00		\$432.00	\$13.00			
1137	Pub Wks	Residential Patio Covers	\$314.00	\$323.42	4	\$323.00		\$323.00	\$9.00			
1138	Pub Wks	Commercial Signs (all types)	\$314.00	\$323.42	4	\$323.00		\$323.00	\$9.00			
1139	Pub Wks	Fuel Storage Tank Installation	\$210.00	\$216.30	4	\$216.00		\$216.00	\$6.00			
1140	Pub Wks	Air Conditioner Replacement	\$157.00	\$161.71	4	\$162.00		\$162.00	\$5.00			
1141	Pub Wks	Boiler Replacement	\$235.00	\$242.05	4	\$242.00		\$242.00	\$7.00			
1142	Pub Wks	Commercial Roof Replacement	\$419.00	\$431.57	4	\$432.00		\$432.00	\$13.00			
1143	Pub Wks	Fire Damage Repair	\$419.00	\$431.57	4	\$432.00		\$432.00	\$13.00			
1144	Pub Wks	Demolition (Full or Partial Building)	\$314.00	\$323.42	4	\$323.00		\$323.00	\$9.00			
1145	Pub Wks	Egress Window Installation	\$79.00	\$81.37	3	\$81.25		\$81.25	\$2.25			
1146	Pub Wks	Electrical Service Upgrade	\$150.00	\$154.50	4	\$154.00		\$154.00	\$4.00			
1147	Pub Wks	Evaporative Cooler Replacement	\$157.00	\$161.71	4	\$162.00		\$162.00	\$5.00			
1148	Pub Wks	Furnace Replacement	\$157.00	\$161.71	4	\$162.00		\$162.00	\$5.00			
1149	Pub Wks	Furnace AND Air Conditioner Replacement	\$235.00	\$242.05	4	\$242.00		\$242.00	\$7.00			
1150	Pub Wks	Life Safety Permits	\$157.00	\$161.71	4	\$162.00		\$162.00	\$5.00			
1151	Pub Wks	Residential Roof Replacement	\$199.00	\$204.97	4	\$205.00		\$205.00	\$6.00			
1152	Pub Wks	Residential Mobile Home Setup	\$235.00	\$242.05	4	\$242.00		\$242.00	\$7.00			
1153	Pub Wks	Rooftop Unit Replacement	\$262.00	\$269.86	4	\$270.00		\$270.00	\$8.00			
1154	Pub Wks	Siding Replacement	\$79.00	\$81.37	3	\$81.25		\$81.25	\$2.25			
1155	Pub Wks	Temporary Sales or Construction Trailer Setup	\$157.00	\$161.71	4	\$162.00		\$162.00	\$5.00			
1156	Pub Wks	Water Heater Replacement	\$79.00	\$81.37	3	\$81.25		\$81.25	\$2.25			
1157	Pub Wks	Life Safety Permits with Plan Review	\$256.00	\$263.68	4	\$264.00		\$264.00	\$8.00			
1158	Pub Wks	Sales Office in Residential Model with Plan Review	\$523.00	\$538.69	4	\$539.00		\$539.00	\$16.00			

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
1159	Pub Wks	Solar Photovoltaic Residential	\$500.00	\$515.00	4	\$515.00	(\$15.00)	\$500.00	\$0.00	True	This a new fee in 2019; request one-year exemption from indexing	
1160	Pub Wks	Solar Photovoltaic Commercial	\$1,000.00	\$1,030.00	4	\$1,030.00	(\$30.00)	\$1,000.00	\$0.00	True	See line	1159
1161	Pub Wks	Occupancy Group A (Assembly- i.e. Bars/Restaurants/Theaters) Per square foot (minimum fee \$5,000 maximum fee \$75,000)	\$2.75	\$2.83	2	\$2.85		\$2.85	\$0.10			
1162	Pub Wks	Occupancy Group B (Business- i.e. Banks/Offices) Per square foot (minimum fee \$5,000 maximum fee \$100,000)	\$2.30	\$2.37	2	\$2.35		\$2.35	\$0.05			
1163	Pub Wks	Occupancy Group E (Educational- i.e. Schools)	Per State fee schedule	Per State fee schedule				Per State fee schedule				
1164	Pub Wks	Occupancy Group F (Factory- i.e. factories producing goods) Per square foot (minimum fee \$5,000 maximum fee \$50,000)	\$2.00	\$2.06	2	\$2.05		\$2.05	\$0.05			
1165	Pub Wks	Occupancy Group I (Institutional- i.e. hospitals/nursing homes/daycare) Per square foot (minimum fee \$5,000 maximum fee \$125,000)	\$2.00	\$2.06	2	\$2.05		\$2.05	\$0.05			
1166	Pub Wks	Occupancy Group M (Mercantile- i.e. retail stores) Per square foot (minimum fee \$2,500 maximum fee \$75,000)	\$2.00	\$2.06	2	\$2.05		\$2.05	\$0.05			
1167	Pub Wks	Occupancy Group R-1 (Hotels/Motels) Per square foot (minimum fee \$5,000 maximum fee \$200,000)	\$0.95	\$0.98	1	\$0.98		\$0.98	\$0.03			
1168	Pub Wks	Occupancy Group R-2 (Apartments/Dorms) Per square foot (minimum fee \$5,000 maximum fee \$25,000)	\$0.60	\$0.62	1	\$0.62		\$0.62	\$0.02			
1169	Pub Wks	Occupancy Group R-3 (Single Family Homes) Per square foot (minimum fee \$2,000 maximum fee \$10,000)	\$1.00	\$1.03	2	\$1.05		\$1.05	\$0.05			
1170	Pub Wks	Occupancy Group R-4 (Group Homes/Halfway Houses) Per square foot (minimum fee \$10,000 maximum fee \$250,000)	\$1.05	\$1.08	2	\$1.10		\$1.10	\$0.05			
1171	Pub Wks	Occupancy Group S (Storage) Per square foot (minimum fee \$3,500 maximum fee \$200,000)	\$0.22	\$0.23	1	\$0.23		\$0.23	\$0.01			
1172	Pub Wks	Occupancy Group U (Utility- i.e. commercial garages / miscellaneous structures)	\$2.60	\$2.68	2	\$2.70		\$2.70	\$0.10			
1173	Pub Wks	Temporary Certificate of Occupancy (TCO)	\$850.00	\$875.50	4	\$876.00	(\$26.00)	\$850.00	\$0.00	True	Refundable fee exempt from indexing	
1174	Pub Wks	Temporary Certificate of Occupancy (TCO) Renewal	\$550.00	\$566.50	4	\$567.00	(\$17.00)	\$550.00	\$0.00	True	See line	1173
1175	Pub Wks	Building permit by building trade	\$79.00	\$81.37	3	\$81.25		\$81.25	\$2.25			

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
<b>1176</b>	<b>Pub Wks</b>	<b>Licenses</b>										
1177	Pub Wks	Supervisor License	\$102.00	\$105.06	4	\$105.00		\$105.00	\$3.00			
1178	Pub Wks	Supervisor License Renewal	\$102.00	\$105.06	4	\$105.00		\$105.00	\$3.00			
1179	Pub Wks	Commercial Building Contractor License	\$307.00	\$316.21	4	\$316.00		\$316.00	\$9.00			
1180	Pub Wks	Residential Building Contractor License	\$184.00	\$189.52	4	\$190.00		\$190.00	\$6.00			
1181	Pub Wks	Roofing Contractor License	\$128.00	\$131.84	4	\$132.00		\$132.00	\$4.00			
1182	Pub Wks	Swimming Pool Contractor License	\$128.00	\$131.84	4	\$132.00		\$132.00	\$4.00			
1183	Pub Wks	Remodeling Contractor License	\$128.00	\$131.84	4	\$132.00		\$132.00	\$4.00			
1184	Pub Wks	Fire Alarm Systems Contractor License	\$128.00	\$131.84	4	\$132.00		\$132.00	\$4.00			
1185	Pub Wks	Fire Sprinkler Systems Contractor License	\$128.00	\$131.84	4	\$132.00		\$132.00	\$4.00			
1186	Pub Wks	Fire Extinguishing Systems Contractor License	\$128.00	\$131.84	4	\$132.00		\$132.00	\$4.00			
1187	Pub Wks	Fuel Tank Contractor License	\$128.00	\$131.84	4	\$132.00		\$132.00	\$4.00			
1188	Pub Wks	Emergency Responder Radio Coverage Installer Contractor License	\$128.00	\$131.84	4	\$132.00		\$132.00	\$4.00			
1189	Pub Wks	Mobile Home Installer Contractor License	\$128.00	\$131.84	4	\$132.00		\$132.00	\$4.00			
1190	Pub Wks	Demolition Contractor License	\$128.00	\$131.84	4	\$132.00		\$132.00	\$4.00			
1191	Pub Wks	Sign Contractor License	\$128.00	\$131.84	4	\$132.00		\$132.00	\$4.00			
1192	Pub Wks	Mechanical Systems Contractor License	\$128.00	\$131.84	4	\$132.00		\$132.00	\$4.00			
1193	Pub Wks	Residential Elevator Contractor License	\$128.00	\$131.84	4	\$132.00		\$132.00	\$4.00			
1194	Pub Wks	Right of Way Contractor License	\$128.00	\$131.84	4	\$132.00		\$132.00	\$4.00			
1195	Pub Wks	Inspections Outside Normal Business Hours (per hour, 2-hour min)	\$128.00	\$131.84	4	\$132.00		\$132.00	\$4.00			
<b>1196</b>	<b>Pub Wks</b>	<b>Building Code and Contractor's Appeal and Standards Board</b>										
1197	Pub Wks	Regular Meeting for appeals	\$190.00	\$195.70	4	\$196.00		\$196.00	\$6.00			
1198	Pub Wks	Special Meeting for appeals	\$384.00	\$395.52	4	\$396.00		\$396.00	\$12.00			
<b>1199</b>	<b>Pub Wks</b>	<b>Hours of Operation: 0700-1700 M-F; Weekends and after hours, OT rate. Subject to availability of staff</b>										
<b>1200</b>	<b>Pub Wks</b>	<b>PARKING &amp; MOBILITY PROGRAM</b>										
<b>1201</b>	<b>Pub Wks</b>	<b>Hyatt Conference Center Garage</b>										
<b>1202</b>	<b>Pub Wks</b>	<b>Self Parking Rates</b>										
1203	Pub Wks	up to 6 hours	\$6.00 - \$8.00	\$6.18 - \$8.24	2-2	\$6.20 - \$8.25	(\$0.20) - (\$0.25)	\$6.00 - \$8.00	\$0.00 - \$0.00	True	Current ranges provide adequate flexibility to adjust based on market conditions. Adjusting the range is not warranted at this time.	



Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
1204	Pub Wks	up to 24 hours (daily)	\$12.00 - \$15.00	\$12.36 - \$15.45	3-3	\$12.25 - \$15.50	(\$0.25) - \$0.50	\$12.00 - \$16.00	\$0.00 - \$1.00	True	See line	1203
1205	Pub Wks	overnight	\$12.00 - \$15.00	\$12.36 - \$15.45	3-3	\$12.25 - \$15.50	(\$0.25) - (\$0.50)	\$12.00 - \$15.00	\$0.00 - \$0.00	True	See line	1203
<b>1206</b>	<b>Pub Wks</b>	<b>Valet Parking Rates</b>										
<del>1207</del>	<del>Pub Wks</del>	<del>up to 4 hours</del>	<del>\$8.00 - \$10.00</del>	<del>\$8.24 - \$10.30</del>	<del>2-3</del>	<del>\$8.25 - \$10.25</del>		<del>\$8.25 - \$10.25</del>	<del>\$0.25 - \$0.25</del>		Delete Fee: Fee is no longer required as this service is being provided by the hotel	
<del>1208</del>	<del>Pub Wks</del>	<del>up to 8 hours</del>	<del>\$13.00 - \$17.00</del>	<del>\$13.39 - \$17.51</del>	<del>3-3</del>	<del>\$13.50 - \$17.50</del>		<del>\$13.50 - \$17.50</del>	<del>\$0.50 - \$0.50</del>		See line	<del>1207</del>
<del>1209</del>	<del>Pub Wks</del>	<del>over 8 hours (daily)</del>	<del>\$19.00 - \$24.00</del>	<del>\$19.57 - \$24.72</del>	<del>3-3</del>	<del>\$19.50 - \$24.75</del>		<del>\$19.50 - \$24.75</del>	<del>\$0.50 - \$0.75</del>		See line	<del>1207</del>
<del>1210</del>	<del>Pub Wks</del>	<del>overnight</del>	<del>\$19.00 - \$24.00</del>	<del>\$19.57 - \$24.72</del>	<del>3-3</del>	<del>\$19.50 - \$24.75</del>		<del>\$19.50 - \$24.75</del>	<del>\$0.50 - \$0.75</del>		See line	<del>1207</del>
<del>1211</del>	<del>Pub Wks</del>	<del>Monthly Parking</del>	<del>\$25.00 - \$100.00</del>	<del>\$25.75 - \$103.00</del>	<del>3-4</del>	<del>\$25.75 - \$103.00</del>		<del>\$25.75 - \$103.00</del>	<del>\$0.75 - \$3.00</del>		See line	<del>1207</del>
<b>1212</b>	<b>Pub Wks</b>	<b>Residential Parking Permit Program</b>										
1213	Pub Wks	up to 2 pass per residence	Free	Free				Free				
1214	Pub Wks	each additional pass	\$10.00	\$10.30	3	\$10.25	(\$0.25)	\$10.00	\$0.00	True	Round fee for ease of processing	
1215	Pub Wks	Permit Replacement Fee	\$10.00	\$10.30	3	\$10.25	(\$0.25)	\$10.00	\$0.00	True	See line	1214
<b>1216</b>	<b>Pub Wks</b>	<b>Iliiff Parking Garage</b>										
1217	Pub Wks	Daily parking	\$3.00 - \$5.00	\$3.09 - \$5.15	2-2	\$3.10 - \$5.15	(\$0.10) - (\$0.15)	\$3.00 - \$5.00	\$0.00 - \$0.00	True	See line	1203
1218	Pub Wks	Monthly parking	\$50.00 - \$85.00	\$51.50 - \$87.55	3-3	\$51.50 - \$87.50	(\$1.50) - (\$2.50)	\$50.00 - \$85.00	\$0.00 - \$0.00	True	See line	1203
1219	Pub Wks	Immobilization/Boot Fee	\$100.00	\$103.00	4	\$103.00	(\$3.00)	\$100.00	\$0.00	True	Fee increase not warranted at this time	
<b>1220</b>	<b>Pub Wks</b>	<b>On-Street Parking</b>										
1221	Pub Wks	Monthly Commuter Parking Permit (Dayton Dayton, Iliiff, Florida, Metro Center, 2nd/Abilene)	\$35.00	\$36.05	3	\$36.00	(\$1.00)	\$35.00	\$0.00	True	See line	1219
1222	Pub Wks	Parking Meter Rates (Dayton, Iliiff, Florida, Metro Center, 2nd/Abilene)	\$0.50 per 30 min increment	\$0.52 per 30 min increment				\$0.50 per 30 min increment		True	See line	1219
1223	Pub Wks	Parking Meter Rates (Fitzsimons Village / Anschutz Medical Campus)	\$1.00 per 15 min increment	\$1.03 per 15 min increment				\$1.00 per 15 min increment		True	See line	1219
<b>1224</b>	<b>Pub Wks</b>	<b>Shared Mobility Fees</b>										



Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
1225	Pub Wks	Shared Mobility Fleet License Fee - 100 to 500 devices (annual fee)						\$5,000 / year			These fees were previously included in the Rules and Regulations for the Shared Mobility Program (formerly referred to as the Bike Share Program, implemented in October 2017). These fees are being moved to the Service Fees for additional transparency.	
1226	Pub Wks	Shared Mobility Fleet License Fee - 501 to 1,000 devices (annual fee)						\$10,000 / year			See line	1225
1227	Pub Wks	Shared Mobility Fleet License Fee - 1,000 to 2,000 devices (annual fee)						\$15,000 / year			See line	1225
1228	Pub Wks	Shared Mobility Infrastrure Fee						\$0.03/per rental, per device			See line	1225
1229	Pub Wks	Shared Mobility Docking Station Fee						\$750.00/ea.			See line	1225
1230	Pub Wks	Shared Mobility Violation Fee						\$30.00/ea.			See line	1225
1231	Pub Wks	Shared Mobility Operator Reserve (refundable deposit)						\$25,000			See line	1225
<b>1232</b>	<b>Pub Wks</b>	<b>Capital Impact Fees</b>										
<b>1233</b>	<b>Pub Wks</b>	<b>Transportation Capital Impact Fee</b>										
1234	Pub Wks	Per Single Family Detached Unit	\$612.00	\$630.36	4	\$630.00	\$5.00	\$635.00	\$23.00	True	Per Colorado Construction Costs Index	
1235	Pub Wks	Per Single Family Attached Unit	\$518.00	\$533.54	4	\$534.00	\$3.00	\$537.00	\$19.00	True	Per Colorado Construction Costs Index	
1236	Pub Wks	Per Multi-Family Dwelling Unit	\$431.00	\$443.93	4	\$444.00	\$3.00	\$447.00	\$16.00	True	Per Colorado Construction Costs Index	
<b>City Wide</b>												
1237	All Depts.	Research/Data (Not otherwise described)	1st hour free, each additional hour \$30.00 per hour	1st hour free, each additional hour \$30.90 per hour		1st hour free, each additional hour \$31.00 per hour	\$2.00	1st hour free, each additional hour \$33.00 per hour		True	Inflation allowance per 2019 Colorado Open Records Act	
<b>1238</b>	<b>All Depts.</b>	<b>Open Record Request Fees</b>										
1239	All Depts.	Standard Fee (Per hour)	1st hour free, each additional hour \$30.00 per hour	1st hour free, each additional hour \$30.90 per hour		1st hour free, each additional hour \$31.00 per hour	\$2.00	1st hour free, each additional hour \$33.00 per hour		True	Inflation allowance per 2019 Colorado Open Records Act	
1240	All Depts.	Extraction of e-mail data/device download	1st hour free, each additional hour \$30.00 per hour	1st hour free, each additional hour \$30.90 per hour		1st hour free, each additional hour \$31.00 per hour	\$2.00	1st hour free, each additional hour \$33.00 per hour		True	Inflation allowance per 2019 Colorado Open Records Act	
<b>1241</b>	<b>All Depts.</b>	<b>Contracted work</b>										

Line	Dept	Category	2019 Fee	2020 Base Fee	Rnd	2020 Indexed Fee	2020 Add'l Change	2020 Final Est Fee	Fee Change	Index Exempt	Comments	Ref Line
<b>1242</b>	<b>All Depts.</b>	<b>Copy Fees For Providing Public Records</b>										
1243	All Depts.	Copy - Standard Page	\$0.25	\$0.26	1	\$0.26	(\$0.01)	\$0.25	\$0.00	True	No change	
1244	All Depts.	Copy - Other Formats	Cost	Cost				Cost				
1245	All Depts.	Returned Check Fee	\$20.00	\$20.60	3	\$20.50	(\$0.50)	\$20.00	\$0.00	True	No change	

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## Management and Finance Policy Committee Agenda Item Commentary

<b>Item Title:</b> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CONSENTING TO THE DISSOLUTION OF THE SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 1.
<b>Item Initiator:</b> Mark Geyer
<b>Staff Source:</b> Mark Geyer, Project Manager, Office of Development Assistance
<b>Deputy City Manager Signature:</b> Jason Batchelor
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong Cit

### **ACTIONS(S) PROPOSED** *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

### **HISTORY** *(Dates reviewed by city council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Saddle Rock Metropolitan District formation was approved by City Council in 1995. Through this creation and subsequent amendments, a total of four districts were formed. District No. 1 acts as the operating district charged with managing the construction of public improvements, has operations and maintenance responsibilities and has administrative functions within the project. Districts 2 through 4 serve as the taxing districts responsible for providing the funding to support the financing of the public improvements and ongoing operations.

District No. 1 has completed the construction and financing of the public improvements as provided in the service plan and has no outstanding indebtedness.

This request was originally brought before the Management and Finance Committee on June 25, 2019 and the Committee forwarded it on to Council Study Session. In the interim, the applicant has included additional information in the form of assignments of Intergovernmental Agreements and other agreements previously made with the city.

### **ITEM SUMMARY** *(Brief description of item, discussion, key points, recommendations, etc.)*

District No. 1 has reached the end of its life cycle and exists to solely carry out operations and maintenance functions for the assets of District 2 - 4. In addition, the property District No. 1 is located on is being developed into a commercial project. Once it is developed the Directors of District No. 1 will no longer

own the property and therefore not be qualified as to serve as District Directors. Therefore, the Metro District wishes to dissolve District No. 1.

In order to dissolve District No. 1 in a manner that is cost effective and allows the functions of the District to be taken over by the residents of the remaining districts, they are proposing to form the Saddle Rock South Authority. State Statutes allow and provide for the formation of Authorities. The Authority will take over the operations, maintenance and administrative responsibilities once performed by District No. 1. All assets and obligations of District No. 1 will be transferred to the Authority.

Creating the Authority will allow residents to participate in the daily operations and functions of District No. 1. The Board of Directors of the Authority will be made up of residents who also serve on the Boards for Districts 2 - 4. The Authority will not have power to impose taxes and will not impose additional fees on community residents.

On May 5, 2019, the Board of Directors of District No. 1 adopted a resolution deeming it in the District's best interest to dissolve. Upon receipt of the consent of the city, District No. 1 intends to dissolve.

As part of the dissolution process, the applicant is requesting the city's consent for several agreements District #1 had with the city to be assigned to the new Authority. These include the original IGA between the city and District #1, Stormwater Maintenance Agreement, Parking Regulations and Piney Creek Trail Agreement. Since the Piney Creek Trail agreement involved a one-time payment, and this payment was received, there is no need to assign this agreement. All of these agreements are attached.

### **QUESTIONS FOR Committee**

Does the Committee wish to move this item to the City Council Study Session?

### **EXHIBITS ATTACHED:**

Saddle Rock South Assignment and Assumption of IGA Parking.pdf  
Saddle Rock South Assignment and Assumption of Intergovernmental Agreement, Pinery Creek.pdf  
Saddle Rock South Assignment and Assumption of Intergovernmental Agreement, Storm Water.pdf  
Saddle Rock South Assignment and Assumption of Intergovernmental Agreement.pdf  
Saddle Rock South Dissolution of District 1 Letter of Explanation.pdf  
Saddle Rock South Dissolution of District 1 Vicinity Map.pdf  
Saddle Rock South IGA Parking Regulations Within Layby Areas.pdf  
Saddle Rock South IGA Re Piney Creek Trail.PDF  
Saddle Rock South Intergovernmental Agreement with the City of Aurora.pdf  
Saddle Rock South Resoulution for the Board of Directors.pdf  
Saddle Rock South Stormwater Maintenance Agreement.pdf

**ASSIGNMENT AND ASSUMPTION OF  
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**THE CITY OF AURORA, COLORADO**

**AND**

**SADDLE ROCK SOUTH METROPOLITAN DISTRICT NOS. 1, 2, 3 and 4**

This **ASSIGNMENT AND ASSUMPTION OF INTERGOVERNMENTAL AGREEMENT** (“**Assignment**”) is made and entered into this 11<sup>th</sup> day of July, 2019 by and between **SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and **SADDLE ROCK SOUTH AUTHORITY**, a political subdivision and public corporation of the State of Colorado (the “**Authority**”). This Assignment is acknowledged and consented to by **SADDLE ROCK SOUTH METROPOLITAN DISTRICT NOS. 2-4** (“**District Nos. 2-4**”), all quasi-municipal corporations and political subdivisions of the State of Colorado, and the **CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado (the “**City**”). The District and the Authority may be referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

WHEREAS, on May 10 2012, the District, District Nos. 2-4, and the City previously entered into that certain Intergovernmental Agreement Regarding Enforcement of Parking Regulations within Layby Areas (the “**IGA**”); and

WHEREAS, the District desires to assign all of its right, title, and interest in, to, and under the IGA to the Authority, and the Authority desires to accept such assignment and succeed to all of the District’s right, duties, and obligations thereunder; and

WHEREAS, District Nos. 2-4 acknowledge and consent to such assignment on the terms and conditions set forth herein; and

WHEREAS, the City acknowledges and consents to such assignment on the terms and conditions set forth herein.

## COVENANTS AND AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, all of which are integrated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. ASSIGNMENT AND ASSUMPTION. The District hereby assigns, transfers, and conveys to the Authority all of the District's right, title, and interest in, to, and under the IGA, and the Authority hereby accepts such assignment and assumes all of the rights, duties, and obligations of the District, and agrees to be bound by all of the terms and conditions of the IGA.

2. CONSENT TO ASSIGNMENT. Pursuant to Section 5 of the IGA, District Nos. 2-4 and the City hereby consent to this Assignment and evidence such consent by their signatures below.

3. MISCELLANEOUS.

a. Binding Agreement. This Assignment shall be binding upon and inure to the benefit of the Parties named herein, District Nos. 2-4, the City, and their respective successors and permitted assigns.

b. Applicable Law. This Assignment shall be construed, interpreted, and governed in accordance with the laws of the State of Colorado, excluding any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction) which may direct the application of the laws of another jurisdiction.

c. Further Assurances. The Parties agree to take all such further actions and to execute, acknowledge, and deliver all such further documents and instruments as are necessary or useful in carrying out the intent and purposes of this Assignment.

d. Headings. The captions and section headings in this Assignment are for convenience of reference only and shall not affect the meaning of the terms and provisions of this Assignment.

e. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one and the same instrument.

f. Facsimile Signatures. For purposes of the execution of this Assignment, signatures transmitted by facsimile or other electronic means shall be deemed originals.

*[Remainder of page intentionally left blank. Signature pages follow.]*

IN WITNESS WHEREOF, this Assignment and Assumption of Intergovernmental Agreement has been executed by the District, the Authority, District Nos. 2-4, and the City as of the date first above written.


**DISTRICT:**

**SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 1**, a quasi municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Name: Rodney Aiken  
Its: President

**APPROVED AS TO FORM:**

**WHITE BEAR ANKELE TANAKA & WALDRON**  
Attorneys at Law

  
General Counsel to the District

**AUTHORITY:**

**SADDLE ROCK SOUTH AUTHORITY**, a political subdivision and public corporation of the State of Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

**SPENCER FANE LLP**  
Attorneys at Law

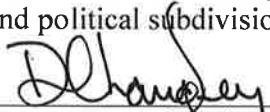
\_\_\_\_\_  
Special Counsel to Authority



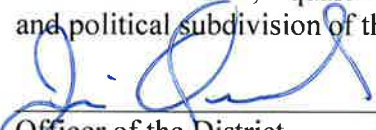
**ACKNOWLEDGED AND CONSENTED TO:**

**DISTRICT NOS. 2-4:**

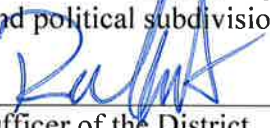
**SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado

  
\_\_\_\_\_  
Officer of the District

**SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado

  
\_\_\_\_\_  
Officer of the District

**SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 4**, a quasi-municipal corporation and political subdivision of the State of Colorado

  
\_\_\_\_\_  
Officer of the District

**APPROVED AS TO FORM:**

**SPENCER FANE LLP**  
Attorneys at Law

\_\_\_\_\_  
Special Counsel to District Nos. 2-4

**CITY:**

**THE CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado

\_\_\_\_\_

**ASSIGNMENT AND ASSUMPTION OF  
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**THE CITY OF AURORA, COLORADO**

**AND**

**SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 1**

This **ASSIGNMENT AND ASSUMPTION OF INTERGOVERNMENTAL AGREEMENT** (“**Assignment**”) is made and entered into this 11<sup>th</sup> day of July, 2019 by and between **SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and **SADDLE ROCK SOUTH AUTHORITY**, a political subdivision and public corporation of the State of Colorado (the “**Authority**”). This Assignment is acknowledged and consented to by the **CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado (the “**City**”). The District and the Authority may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

WHEREAS, on October 12, 2009, the District and the City previously entered into that certain Intergovernmental Agreement Regarding Pinery Creek Trail (the “**IGA**”); and

WHEREAS, the District desires to assign all of its right, title, and interest in, to, and under the IGA to the Authority, and the Authority desires to accept such assignment and succeed to all of the District’s right, duties, and obligations thereunder; and

WHEREAS, the City acknowledges and consents to such assignment on the terms and conditions set forth herein.

**COVENANTS AND AGREEMENTS**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, all of which are integrated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. ASSIGNMENT AND ASSUMPTION. The District hereby assigns, transfers, and conveys to the Authority all of the District’s right, title, and interest in, to, and under the IGA, and the Authority hereby accepts such assignment and assumes all of the rights, duties, and obligations of the District, and agrees to be bound by all of the terms and conditions of the IGA.

2. CONSENT TO ASSIGNMENT. Pursuant to Section 6 of the IGA, the City hereby consent to this Assignment and evidence such consent by their signatures below.

3. MISCELLANEOUS.

a. Binding Agreement. This Assignment shall be binding upon and inure to the benefit of the Parties named herein, the City, and their respective successors and permitted assigns.

b. Applicable Law. This Assignment shall be construed, interpreted, and governed in accordance with the laws of the State of Colorado, excluding any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction) which may direct the application of the laws of another jurisdiction.

c. Further Assurances. The Parties agree to take all such further actions and to execute, acknowledge, and deliver all such further documents and instruments as are necessary or useful in carrying out the intent and purposes of this Assignment.

d. Headings. The captions and section headings in this Assignment are for convenience of reference only and shall not affect the meaning of the terms and provisions of this Assignment.

e. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one and the same instrument.

f. Facsimile Signatures. For purposes of the execution of this Assignment, signatures transmitted by facsimile or other electronic means shall be deemed originals.

*[Remainder of page intentionally left blank. Signature pages follow.]*

IN WITNESS WHEREOF, this Assignment and Assumption of Intergovernmental Agreement has been executed by the District, the Authority, and the City as of the date first above written.

**DISTRICT:**

**SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: [Signature]  
Name: Rodney Albert  
Its: President

**APPROVED AS TO FORM:**

**WHITE BEAR ANKELE TANAKA & WALDRON**  
Attorneys at Law

[Signature]  
General Counsel to the District

**AUTHORITY:**

**SADDLE ROCK SOUTH AUTHORITY**, a political subdivision and public corporation of the State of Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SPENCER FANE LLP**  
Attorneys at Law

\_\_\_\_\_  
Special Counsel to the Authority

**ACKNOWLEDGED AND CONSENTED TO:**

**CITY:**

**THE CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado

---

**ASSIGNMENT AND ASSUMPTION OF  
STORMWATER MAINTENANCE AGREEMENT**

**BETWEEN**

**THE CITY OF AURORA, COLORADO  
(Acting by and through its Utility Enterprise)**

**AND**

**SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 1**

This **ASSIGNMENT AND ASSUMPTION OF STORM WATER MAINTENANCE AGREEMENT** (“**Assignment**”) is made and entered into this 11<sup>th</sup> day of July, 2019, by and between, **SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and **SADDLE ROCK SOUTH AUTHORITY**, a political subdivision and public corporation of the State of Colorado (the “**Authority**”). The District and the Authority may be referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

WHEREAS, the District and the City previously entered into that certain Stormwater Maintenance Agreement between the City of Aurora, Colorado (the “**City**”) and Saddle Rock South Metropolitan District No. 1 dated July 15, 2011 (the “**IGA**”), and recorded at the Clerk and Recorder of the County of Arapahoe, Colorado on April 28, 2017 at Reception No. D7047653; and

WHEREAS, the District desires to assign all of its right, title, and interest in, to, and under the IGA to the Authority, and the Authority desires to accept such assignment and succeed to all of the District’s right, duties, and obligations thereunder; and

WHEREAS, the City acknowledges and consents to such assignment on the terms and conditions set forth herein.

**COVENANTS AND AGREEMENTS**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, all of which are integrated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. ASSIGNMENT AND ASSUMPTION. The District hereby assigns, transfers, and conveys to the Authority all of the District's right, title, and interest in, to, and under the IGA, and the Authority hereby accepts such assignment and assumes all of the rights, duties, and obligations of the District, and agrees to be bound by all of the terms and conditions of the IGA.

2. MISCELLANEOUS.

a. Binding Agreement. This Assignment shall be binding upon and inure to the benefit of the Parties named herein, the City, and their respective successors and permitted assigns.

b. Applicable Law. This Assignment shall be construed, interpreted, and governed in accordance with the laws of the State of Colorado, excluding any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction) which may direct the application of the laws of another jurisdiction.

c. Further Assurances. The Parties agree to take all such further actions and to execute, acknowledge, and deliver all such further documents and instruments as are necessary or useful in carrying out the intent and purposes of this Assignment.

d. Headings. The captions and section headings in this Assignment are for convenience of reference only and shall not affect the meaning of the terms and provisions of this Assignment.

e. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one and the same instrument.

f. Facsimile Signatures. For purposes of the execution of this Assignment, signatures transmitted by facsimile or other electronic means shall be deemed originals.

g. Recording. This Assignment shall be recorded in the Clerk and Recorder's Office of Arapahoe County, Colorado.

*[Remainder of page intentionally left blank. Signature pages follow.]*

IN WITNESS WHEREOF, this Assignment and Assumption of Intergovernmental Agreement has been executed by the District and the Authority as of the date first above written.

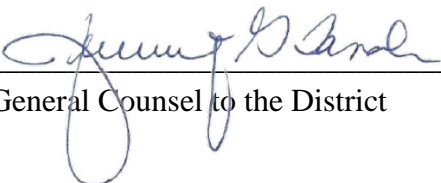
**DISTRICT:**

**SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

  
\_\_\_\_\_  
General Counsel to the District

**AUTHORITY:**

**SADDLE ROCK SOUTH AUTHORITY**, a political subdivision and public corporation of the State of Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

SPENCER FANE LLP  
Attorneys at Law

\_\_\_\_\_  
Special Counsel to Authority



**ASSIGNMENT AND ASSUMPTION OF  
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**THE CITY OF AURORA, COLORADO**

**AND**

**SADDLE ROCK SOUTH METROPOLITAN DISTRICT NOS. 1, 2, 3 and 4**

This **ASSIGNMENT AND ASSUMPTION OF INTERGOVERNMENTAL AGREEMENT** (“**Assignment**”) is made and entered into this 11<sup>th</sup> day of July, 2019 by and between **SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and **SADDLE ROCK SOUTH AUTHORITY**, a political subdivision and public corporation of the State of Colorado (the “**Authority**”). This Assignment is acknowledged and consented to by **SADDLE ROCK SOUTH METROPOLITAN DISTRICT NOS. 2-4** (“**District Nos. 2-4**”), all quasi-municipal corporations and political subdivisions of the State of Colorado, and the **CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado (the “**City**”). The District and the Authority may be referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

WHEREAS, the District, District Nos. 2-4, and the City previously entered into that certain Intergovernmental Agreement between the City of Aurora, Colorado and Saddle Rock South Metropolitan District Nos. 1, 2, 3 & 4 dated February 9, 1999 (the “**IGA**”); and

WHEREAS, the District desires to assign all of its right, title, and interest in, to, and under the IGA to the Authority, and the Authority desires to accept such assignment and succeed to all of the District’s right, duties, and obligations thereunder; and

WHEREAS, District Nos. 2-4 acknowledge and consent to such assignment on the terms and conditions set forth herein; and

WHEREAS, the City acknowledges and consents to such assignment on the terms and conditions set forth herein.

## COVENANTS AND AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, all of which are integrated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. ASSIGNMENT AND ASSUMPTION. The District hereby assigns, transfers, and conveys to the Authority all of the District's right, title, and interest in, to, and under the IGA, and the Authority hereby accepts such assignment and assumes all of the rights, duties, and obligations of the District, and agrees to be bound by all of the terms and conditions of the IGA.

2. CONSENT TO ASSIGNMENT. Pursuant to Section 15 of the IGA, District Nos. 2-4 and the City hereby consent to this Assignment and evidence such consent by their signatures below.

3. MISCELLANEOUS.

a. Binding Agreement. This Assignment shall be binding upon and inure to the benefit of the Parties named herein, District Nos. 2-4, the City, and their respective successors and permitted assigns.

b. Applicable Law. This Assignment shall be construed, interpreted, and governed in accordance with the laws of the State of Colorado, excluding any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction) which may direct the application of the laws of another jurisdiction.

c. Further Assurances. The Parties agree to take all such further actions and to execute, acknowledge, and deliver all such further documents and instruments as are necessary or useful in carrying out the intent and purposes of this Assignment.

d. Headings. The captions and section headings in this Assignment are for convenience of reference only and shall not affect the meaning of the terms and provisions of this Assignment.

e. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one and the same instrument.

f. Facsimile Signatures. For purposes of the execution of this Assignment, signatures transmitted by facsimile or other electronic means shall be deemed originals.

*[Remainder of page intentionally left blank. Signature pages follow.]*

IN WITNESS WHEREOF, this Assignment and Assumption of Intergovernmental Agreement has been executed by the District, the Authority, District Nos. 2-4, and the City as of the date first above written.

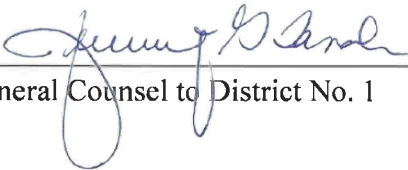
**DISTRICT:**

**SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Name: Redmy Apur  
Its: President

**APPROVED AS TO FORM:**

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

  
General Counsel to District No. 1

**AUTHORITY:**

**SADDLE ROCK SOUTH AUTHORITY**, a political subdivision and public corporation of the State of Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

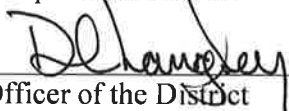
SPENCER FANE LLP  
Attorneys at Law

\_\_\_\_\_  
Special Counsel to Authority

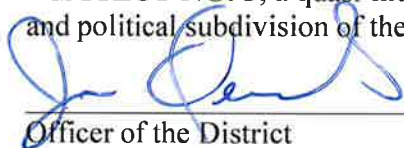
**ACKNOWLEDGED AND CONSENTED TO:**

**DISTRICT NOS. 2-4:**

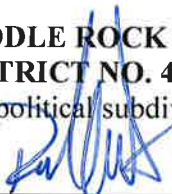
**SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado

  
\_\_\_\_\_  
Officer of the District

**SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado

  
\_\_\_\_\_  
Officer of the District

**SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 4**, a quasi-municipal corporation and political subdivision of the State of Colorado

  
\_\_\_\_\_  
Officer of the District

**APPROVED AS TO FORM:**

**SPENCER FANE LLP**  
Attorneys at Law

\_\_\_\_\_  
Special Counsel to District Nos. 2-4

**CITY:**

**THE CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado

\_\_\_\_\_

WILLIAM P. ANKELE, JR.  
JENNIFER GRUBER TANAKA  
CLINT C. WALDRON  
KRISTIN BOWERS TOMPKINS  
ROBERT G. ROGERS  
BLAIR M. DICKSONER

OF COUNSEL:  
KRISTEN D. BEAR  
K. SEAN ALLEN  
GEORGE M. ROWLEY



ZACHARY P. WHITE  
TRISHA K. HARRIS  
HEATHER L. HARTUNG  
MEGAN J. MURPHY  
EVE M. GRINA  
ALLISON C. FOGG  
JENNIFER C. ROGERS  
LAURA S. HEINRICH

August 13, 2019

**VIA E-MAIL**

Ms. Vinessa Irvin  
Manager, Office of Development Assistance  
City of Aurora  
15151 E. Alameda Parkway, Suite 5200  
Aurora, CO 80011  
[VIrvin@auroragov.org](mailto:VIrvin@auroragov.org)

**Re: Request for City Consent to Dissolution of Saddle Rock South Metropolitan District No. 1 and Assignments of Intergovernmental Agreements**

Dear Ms. Irvin:

Our firm serves as general counsel to the Saddle Rock South Metropolitan District No. 1 (“**District No. 1**” or the “**District**”), which is an existing Title 32 metropolitan district located wholly within the City of Aurora (the “**City**”).

This letter serves as District No. 1’s formal request for the City’s consent to the District’s dissolution pursuant to § 32-1-704(3)(b), C.R.S., and to various assignments of Intergovernmental Agreements between the City and District No. 1, as assigned from District No. 1 to the Saddle Rock South Authority (the “**Authority**”). Enclosed with this letter is a copy of the Resolution adopted by the Board of Directors of District No. 1 Approving the Dissolution of the District, a proposed resolution for adoption by the City Council evidencing its consent to the Dissolution of District No. 1, and the proposed Assignment and Assumption Agreements of Intergovernmental Agreements as between District No. 1 and the City.

**I. Background**

District No. 1 was organized pursuant to an order and decree of the Arapahoe County District Court in 1996 and operates pursuant to a consolidated service plan which was approved by the City Council on September 11, 1995. At the same time, the consolidated service plan also organized Saddle Rock South Metropolitan District No. 2 (“**District No. 2**”), and Saddle Rock South Metropolitan District No. 3 (“**District No. 3**”), and was later amended by the First Amendment to the consolidated service plan, which formed Saddle Rock South Metropolitan

District No. 4 (“District No. 4”, collectively with District No. 1, District No. 2 and District No. 3, the “**Districts**”). The First Amendment was approved by the City Council on September 14, 1998 (collectively, the “**Service Plan**”). The Service Plan authorizes the Districts to provide public improvements for the Saddle Rock South development (the “**Project**”).

Pursuant to the Service Plan, the Districts were structured such that District No. 1 acts as the operating district charged with managing the construction of public improvements, operations and maintenance responsibilities, and administrative functions within the Project. Districts Nos. 2-4 serve as the taxing districts responsible for providing the funding to support the financing of the public improvements and ongoing operations.

## **II. Dissolution of District No. 1**

District No. 1 has completed the construction and financing of the public improvements as provided for in the Service Plan and has no outstanding indebtedness. Thus, District No. 1 has reached its end of life cycle as a Title 32 metropolitan district and exists solely to carry out the operations and maintenance responsibilities for the assets and administrative functions for and on behalf of District Nos. 2-4.

Pursuant to the Service Plan, the Districts shall take all action necessary to dissolve pursuant to §§ 32-1-701, et seq., C.R.S., as provided for under Chapter 36.5 of the City Code, if and in the event the Districts do not need to remain in existence to operate and maintain the public improvements as contemplated in the Service Plan. Section 32-1-704(3)(b), C.R.S., further provides that an order dissolving the special district may be entered without an election if the special district lies wholly within the corporate limits of the municipality, if the special district has no financial obligations or outstanding bonds, and if the special district board and the governing body of the municipality consent to the dissolution. District No. 1’s boundaries are located wholly within the City, the only eligible electors of District No. 1 are the current directors, and District No. 1 has no outstanding indebtedness. On May 5, 2019, the Board of Directors of District No. 1 adopted Resolution No. 2019-05-02 deeming it in the District’s best interest to dissolve. A copy of the resolution is enclosed herewith. Upon receipt of the consent of the City, District No. 1 intends to dissolve. It is important to note that the City’s consent is required only to avoid the time and costs associated with an election for dissolution. Because there are no eligible electors within District No. 1 other than the current directors, all of whom are affiliated with the original developer of the community, conducting such an election would be a waste of taxpayer revenues given the outcome is already determined.

## **III. Establishment of the Saddle Rock South Authority**

The Boards of Directors for District Nos. 2-4 established the Authority pursuant to the Establishment Agreement dated July 11, 2019, in accordance with §§ 29-1-201 and 29-1-203, C.R.S (the “**Establishment Agreement**”). The Establishment Agreement provides for the Authority to take over the operations, maintenance and administrative responsibilities once performed by District No. 1.

As part of the establishment of the Authority, on July 25, 2019, the assets owned by District No. 1 were transferred to the Authority for the Authority to maintain going forward. In furtherance of this goal, District No. 1 respectfully requests the City of Aurora consent, evidenced by signature, to the following assignment agreements from District No. 1 to the Authority:

1. Assignment and Assumption of Intergovernmental Agreement between the City of Aurora and Saddle Rock South Metropolitan Districts Nos. 1-4;
2. Assignment and Assumption of Stormwater Maintenance Agreement between the City of Aurora and Saddle Rock South Metropolitan District No. 1;
3. Assignment and Assumption of Intergovernmental Agreement between the City of Aurora and Saddle Rock South Metropolitan Districts Nos. 1-4 for Parking Regulations; and
4. Assignment and Assumption of Intergovernmental Agreement between the City of Aurora and Saddle Rock South Metropolitan District No. 1 for Piney Creek Trail, (collectively, the “Assignment and Assumption Agreements”).

Be assured that these assignments contained in the Assignment and Assumption Agreements will change nothing in regards to the duties and obligations as set forth in the original agreements but simply substitute the Authority for District No. 1.

The primary benefit and purpose of establishing the Authority is to provide residents with an efficient, cost-effective means of taking over District No. 1’s powers and obligations while allowing resident participation in the daily operations and functions. The Authority’s Board of Directors will be comprised of residents who also serve on the Boards of District Nos. 2-4. As a result, each District’s interest will be represented by residents within the community.

Pursuant to Sections 29-1-201 and 29-1-203, C.R.S., the Authority may only wield those powers held by District Nos. 2-4, as authorized by the agreement establishing the Authority. The Authority will not have the power to impose taxes and will not impose additional fees on community residents. The Authority will be under the same local government transparency and reporting obligations as District Nos. 2-4, such as filing certain documents with the Department of Local Affairs, holding public hearings on budgets, conducting public meetings in accordance with the Colorado Open Meetings Law, complying with the Colorado Open Records Act, and conducting an annual audit.

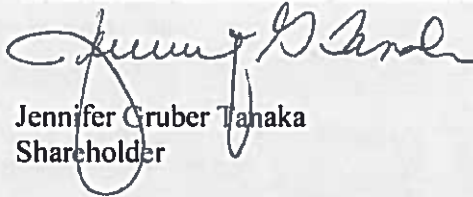
Ultimately, creation of the Authority as a replacement entity for District No. 1 is in the best interests of the community as the Authority will be more efficient and cost-effective for residents and will allow resident participation in the daily affairs of the entity. In addition to our request for the City’s consent to the Assignment and Assumption Agreements, we respectfully request that the City Council adopt the enclosed resolution consenting to the dissolution of District No. 1.

Ms. Vinessa Irvin  
August 13, 2019  
Page 4 of 4

Please do not hesitate to contact me if you have any questions or need any additional information.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON

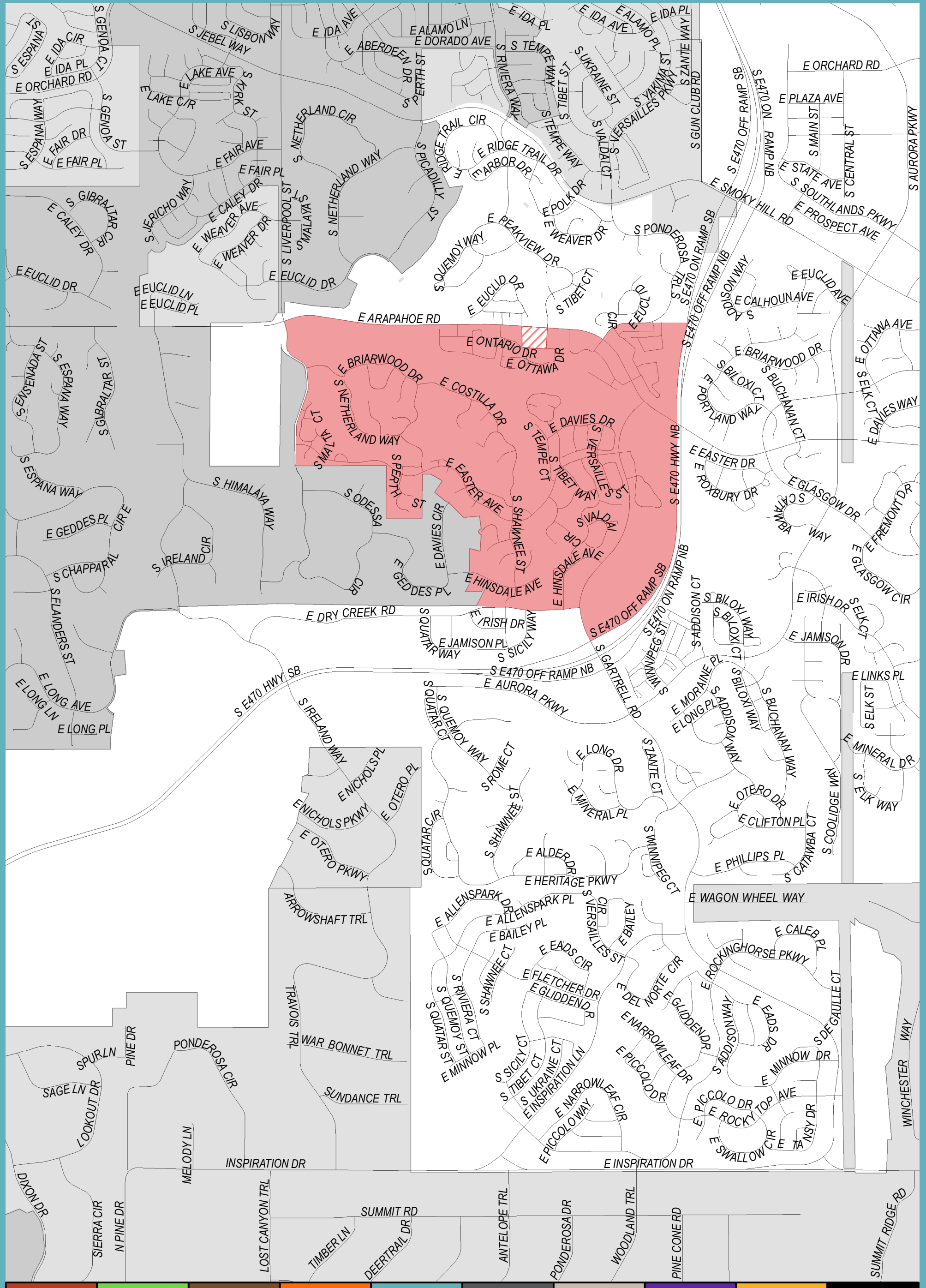


Jennifer Cruber Tanaka  
Shareholder

Enclosures:

- A Resolution of the Board of Directors of District No. 1 Approving the Dissolution.
  - B Proposed Resolution of the City Council of the City Consenting to Dissolution of District No. 1.
  - C Assignment and Assumption of Intergovernmental Agreement between the City of Aurora and Saddle Rock South Metropolitan Districts Nos. 1-4.
  - D Assignment and Assumption of Stormwater Maintenance Agreement between the City of Aurora and Saddle Rock South Metropolitan District No. 1.
  - E Assignment and Assumption of Intergovernmental Agreement between the City of Aurora and Saddle Rock South Metropolitan Districts Nos. 1-4 for Parking Regulations.
  - F Assignment and Assumption of Intergovernmental Agreement between the City of Aurora and Saddle Rock South Metropolitan District No. 1 for Piney Creek Trail.
- cc: Boards of Directors, Saddle Rock South Metropolitan District Nos. 1-4  
Mark Geyer, Project Manager, City of Aurora





**Planning & Development Services**

15151 E. Alameda Pkwy  
 Aurora CO 80012 USA  
[www.auroragov.org](http://www.auroragov.org)  
 303-739-7250  
[GIS@auroragov.org](mailto:GIS@auroragov.org)

**City of Aurora, Colorado**

Dissolution of District 1 - Saddle Rock South

June 13, 2019

*Aurora is Worth Discovering!*



**Metro Districts**

- Saddle Rock South
- District 1

Miles 0 0.225 0.45

**INTERGOVERNMENTAL AGREEMENT AMONG  
THE CITY OF AURORA, COLORADO AND THE  
SADDLE ROCK SOUTH METROPOLITAN DISTRICT NOS. 1 – 4**

Regarding Enforcement of Parking Regulations Within LayBy Areas

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of this 10 day of May, 2012, by and among the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and SADDLE ROCK SOUTH METROPOLITAN DISTRICT NOS. 1 - 4, quasi-municipal corporations and political subdivisions of the State of Colorado (collectively, the "Districts"). The City and the Districts are collectively referred to as the Parties.

**RECITALS**

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Consolidated Service Plan approved by the City on August 11, 1995 as amended on September 2, 1998 ("Service Plan"); and

WHEREAS, among the powers granted to the Districts, pursuant to the Service Plan were "Streets" and "Traffic and Safety Control" powers; and

WHEREAS, there have been numerous issues with parked cars in the "Layby Areas" within the Districts; and

WHEREAS, the City desires to authorize the Districts to enforce the Districts' parking regulations in all Layby Areas owned by the City as identified on the recorded subdivision plat or plats for the property within the Districts pursuant to the Districts' parking policy in effect for the remainder of the property located within the Districts; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement.

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

**COVENANTS AND AGREEMENTS**

1. Authority. The Districts shall have authority to enforce the parking rules and regulations set forth in Exhibit A ("Parking Rules") on the Layby Areas within the boundaries of the Districts as designated on Exhibit B. The Districts' authority to enforce the Parking Rules shall be limited to providing a notice of violation and to have the vehicle towed. After the vehicle is towed, the Towing Service shall provide notice of such tow to the City's Police Department as soon as is practicable. The Police Chief's signature below shall constitute

consent to allow the Districts to tow vehicles as required by Section 134-254 of the Aurora City Code.

2. Costs. The Districts shall have the authority to determine the location, style and type of any signage and shall post, paint and otherwise procure and maintain all signs and other improvements the Districts determine in their sole discretion are needed to enforce the Parking Rules. The cost of planning and implementing parking enforcement, as well as the cost of purchasing, posting, painting and otherwise procuring and maintaining any signs and other improvements needed to enforce the Parking Rules shall be borne by the Districts.

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

To the Districts:           Saddle Rock South Metropolitan District Nos. 1-4  
  c/o White, Bear & Ankele Professional  
  Corporation  
  Attn: Jennifer Gruber Tanaka, Esq.  
  2154 East Commons Avenue, Suite 2000  
  Centennial, Colorado 80122  
  Phone: (303) 858-1800  
  Fax: (303) 858-1801

To the City:                 City of Aurora  
  15151 East Alameda Parkway, 5<sup>th</sup> Floor  
  Aurora, Colorado 80012  
  Attn: City Attorney  
  Phone: (303) 739-7030  
  Fax: (303) 739-7042

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

4. 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.

5. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

6. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all equitable remedies available under state law, specifically including suits for specific performance, but excluding monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

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

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

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

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

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

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

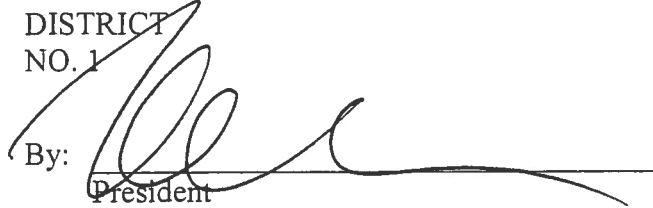
13. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

14. Indemnification. To the extent lawful, the Districts shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against all claims, damages, liabilities, and court awards, including expenses, and reasonable attorney fees, to the extent caused by the negligence or any wrongful act, error, or omission of the Districts, their respective officers, agents, and employees arising out of or in connection with the planning and implementation of parking enforcement hereunder. The Districts shall provide the City with prompt notice of any claim for which the Districts may be liable. Likewise, the City agrees to provide the Districts with prompt notice of any claim for which indemnification may be sought hereunder and, further, to cooperate with the Districts in the resolution of such claim. Nothing herein is intended to be or shall be construed to be a waiver of either the City's or the Districts' governmental immunity under Section 24-10-101, et seq, C.R.S., as amended.

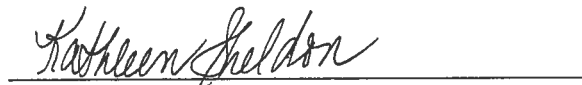
15. Termination. As provided for by Section 32-1-1004(7), C.R.S., the City may withdraw its consent to enforcement by the Districts of the Parking Rules and terminate this Agreement after consultation with, and providing 30 days' written notice of the withdrawal to, the respective Boards of Directors for the Districts.

*[Remainder of Page Intentionally Left Blank].*

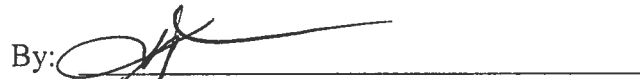
SADDLE ROCK SOUTH METROPOLITAN  
DISTRICT  
NO. 1

By:   
\_\_\_\_\_  
President


Attest:

  
\_\_\_\_\_  
Secretary

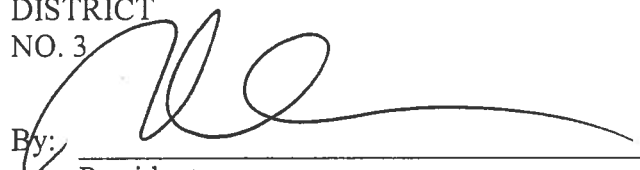
SADDLE ROCK SOUTH METROPOLITAN  
DISTRICT  
NO. 2

By:   
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
Secretary

SADDLE ROCK SOUTH METROPOLITAN  
DISTRICT  
NO. 3

By:   
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
Secretary

SADDLE ROCK SOUTH METROPOLITAN  
DISTRICT  
NO. 4

By:   
President

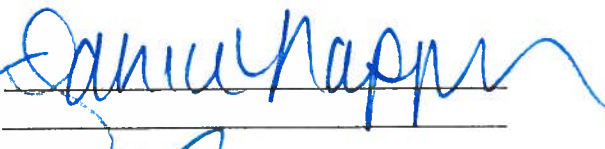
Attest:

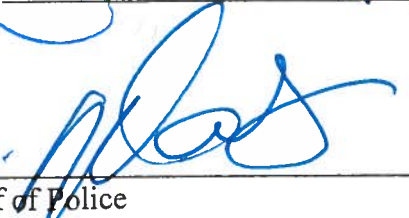
  
Secretary

CITY OF AURORA, COLORADO

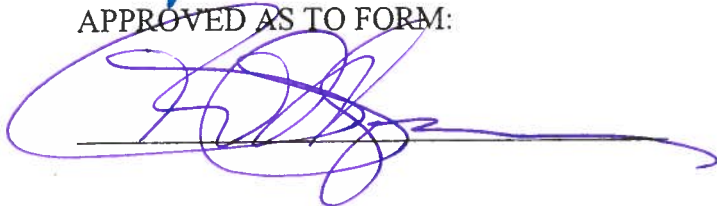
By:   
Mayor

Attest:

By:   
Its: \_\_\_\_\_

  
Chief of Police

APPROVED AS TO FORM:



## EXHIBIT A

### UNIFORM PARKING REGULATIONS SADDLE ROCK SOUTH METROPOLITAN DISTRICT NOS. 1-4

#### **I. CODE ADOPTED AND AUTHORITY TO ENFORCE:**

The Districts may regulate the time and manner in which Motor Vehicles are parked in Layby Areas within the geographical boundaries of the Districts. The Districts are empowered, by and through the Board to enforce the provisions of this article. It shall be the responsibility of each homeowner or resident of the Districts to inform their guests, tenants, visitors and contractors of these and other Rules and Regulations of the Districts. Persons authorized to enforce the provisions of this article include: (1) any member of the Board; (2) District Public Safety or any agent thereof; and (3) the District Manager or its authorized agents. The Districts shall not be responsible for nor engage in enforcement of these Parking Regulations within the boundaries any Sub-Association.

#### **II. DEFINITIONS:**

1. Board: Collectively refers to the Boards of Directors for the Saddle Rock South Metropolitan District Nos. 1-4.
2. Camper Trailer: refers to any wheeled vehicle, without motive power, which contains living or sleeping quarters and which may occasionally be drawn over the public highways by a Motor Vehicle and may be licensed as a vehicle.
3. Commercial Vehicles: Refers to commercial vehicles as such term is defined by § 42-4-235, C.R.S, as well as vehicles with visible commercial writing on their exteriors and vehicles primarily used or designed for commercial purposes.
4. Disabled Parking: Refers to any parking area designated and properly marked as parking reserved for disabled persons who display the proper permit to park in such spaces.
5. District Public Safety: Refers to the independently contracted security and protective services provider contracted by the Districts to provide protection and patrol services for Layby Areas, buildings, property, and common areas.
6. Districts: Refers to the Saddle Rock South Metropolitan District Nos. 1-4, quasi-municipal corporations and political subdivisions of the State of Colorado.
7. Layby Areas: Refers to parking areas within the Districts which are owned by the Districts or the City. This shall also be meant to include the common parking areas attached to the swimming pools and any other parking area owned by the Districts. This shall not include any streets or parking areas within the boundaries of a Sub-Association.
8. Fire Lane: Refers to any area designated and properly marked as a fire lane.
10. District Manager: Refers to the property manager contracted by the Districts to manage the day to day operations of the Districts.



11. Inoperable Motor Vehicle: Refers to any Motor Vehicle incapable of moving under its own power, or that may not be legally operated on the streets due to dilapidated condition or by the failure of the owner to display current registration.
12. Motor Vehicle: Refers to all forms of motorized transportation, including but not limited to the following: (a) passenger automobiles of all types; (b) Commercial Vehicles; (c) Trailers; (d) Camper Trailers; (e) Motor Homes; and (f) motorcycles, four-wheelers, and all other off-road vehicles.
13. Motor Home: Refers to any self-propelled vehicle with living or sleeping quarters contained therein, which is in excess of 22 feet in length or, if the vehicle itself is less than 22 feet in length, is connected to any boat, Trailer, or Camper Trailer which, in combination, exceeds 22 feet in length.
14. Sub-Association: Refers to any neighborhood group within the Districts that has its own board of directors, management company, or is governed by its own rules and regulations.
15. Towing Service: Refers to a company contracted by the Districts to remove Motor Vehicles that are illegally parked.
16. Trailer: Refers to any wheeled vehicle, without motive power, which is designed to be drawn by a Motor Vehicle and to carry its cargo load wholly upon its own structure and which is generally and commonly used to carry and transport property over the public highways.

### **III. GENERAL VIOLATIONS:**

**A. Seventy-Two (72) Hour Notice Violations:** It shall be considered a violation of this section for any person to:

1. Park or abandon any Inoperable Motor Vehicle or Commercial Vehicle on Layby Areas unless the owner or operator of the Commercial Vehicle is present and actively engaged in the performance of work on behalf of any owner of property within the Districts.
2. Park or store any boat, Trailer, Camper Trailer or Motor Home on Layby Areas.
3. Park any Motor Vehicle owned by or under the control of a resident of the Districts in Layby Areas.
4. Park any Motor Vehicle on any Layby Area that is designated no parking.
5. Park any Motor Vehicle in any and all Layby Areas for a period exceeding Seventy-Two (72) hours unless prior permission is obtained in writing from an authorized representative of the Districts. Unless said Motor Vehicle has been removed from the geographical boundaries of the Districts for a period of time greater than Twelve (12) consecutive hours, transferring a Motor Vehicle from one Layby Area to another shall NOT, for any reason, reset the Seventy-Two (72) hour time calculation.
6. Park any Motor Vehicle after hours in any Layby Areas unless prior permission is obtained in writing from an authorized representative of the Districts.

**B. Penalty for Violations:** Violations of Section III.A above shall be handled at the sole discretion of an authorized representative of the Districts and in the following manner:

1. *Demand for Compliance Notice.* A demand for compliance notice shall be conspicuously posted on any Motor Vehicle for a minimum period of Seventy-Two (72) hours.
2. *Towing.* After the notice has been posted and the Seventy-Two (72) hour time period has expired, should the violation fail to be remedied, an authorized representative of the Districts may cause such vehicle to be impounded by the Towing Service. All costs associated with the removal and storage of the Motor Vehicle by the Towing Service shall be the responsibility of the owner of the Motor Vehicle. Said costs shall be limited to the actual costs charged by the Towing Service for the removal and storage of the Motor Vehicle. Subsequent violations may result in the Motor Vehicle being impounded immediately and without notice.

#### **IV. IMMEDIATE IMPOUND VIOLATIONS:**

**A. Immediate Impound Violations:** It shall be considered a violation of this section for any person to:

1. Park or leave any Motor Vehicle in any posted Fire Lane or designated emergency egress route.
2. Park or leave any Motor Vehicle in any Disabled Parking space without displaying a proper, valid permit to occupy such a space.
3. Park on Layby Areas any Motor Vehicle that presents a health or safety hazard, including but not limited to: broken glass, jagged metal, leaking combustible material, being left unattended on a jack (to include jack stands or any variation thereof).
4. Park or leave any Motor Vehicle on any sidewalk, landscaping, unimproved areas or other public rights of way or common areas under control of the Districts.
5. Repeatedly violate the General Violations (Section III.A above) after having been properly warned or cited on the initial infraction.

**B. Penalty for Violations:** In the interest of public safety, any violation of Section IV.A above will result in immediate impounding of the Motor Vehicle by the Towing Service without notice to the owner or operator of the Motor Vehicle.

#### **V. NON MOTOR VEHICLE VIOLATIONS:**

**A. Violations Not Involving Motor Vehicles:** It shall be considered a violation of this section for any person to:

1. Obstruct any Layby Area, sidewalk, landscaping, unimproved areas or other public rights of way or common areas under control of the Districts with material of any kind.

2. Park or abandon construction equipment of any kind on Layby Areas, or on any sidewalk, landscaping, unimproved areas or other public rights of way or common areas under control of the Districts.

**B. Penalty for Violations:** The Districts, District Manager, and/or District Public Safety will make a reasonable attempt to ascertain the ownership of said material or construction equipment found in violation of this or any other section herein and assess fines accordingly. In addition, the Districts may order and/or execute the removal and disposal if necessary of said material or equipment found in violation of this or any other section herein.

## **VI. RECORD KEEPING:**

On behalf of the Districts, District Public Safety will maintain a database of all violations and Motor Vehicle descriptions, plate numbers, VIN numbers and disposition. These records will be retained indefinitely by and for the use of the Districts.

**EXHIBIT B**

Layby Area Map

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY  
OF AURORA, COLORADO AND SADDLE ROCK SOUTH  
METROPOLITAN DISTRICT REGARDING PINEY CREEK  
TRAIL**

THIS AGREEMENT is made and entered into as of this 12<sup>th</sup> day of October, 2009, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (the "City") and SADDLE ROCK SOUTH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the "Parties."

**RECITALS**

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

WHEREAS, the District and City have determined that the District's obligation to make certain improvements to Piney Creek Trail can be fulfilled by a payment to City.

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 hereto agree as follows:

1. The District hereby agrees to make a cash payment in lieu of constructing improvements that would fulfill obligations for trail improvements along Saddle Rock Ranches Gulch and Piney Creek at the Gartrell Road underpass according to the requirements set forth in approved development plans for Saddle Rock South and East.
2. The District shall contribute \$45,000 toward improvements to the Piney Creek trail connection to satisfy all obligations related to the Piney Creek Regional Trail and the Saddle Rock Ranches Gulch trail. District agrees to provide the cash in lieu payment to the City to serve as capital funding prior to solicitation for bids for the Piney Creek Trail underpass at Gartrell Road. Once the funding has been received by the City, the District is absolved of the commitment to build both trail improvements and the City assumes all construction responsibility. This includes, but is not limited to, all of the survey, planning, engineering, bidding and construction coordination to complete the projects.
3. The District understands that once the capital funding is transmitted, the City will proceed with the bidding process and will enter into an agreement with a contractor for the construction of the Piney Creek Trail underpass at Gartrell Road as outlined in a letter from the City dated July 31, 2009 attached hereto as Exhibit A, and incorporated herein. It is further understood that the capital funding will be returned to the District should the trail underpass not be completed by the City within two years of receipt of payment.

4. The District understands that the Saddle Rock Ranches Gulch trail improvements will be surveyed, planned, engineered and constructed by the City at a future date to be determined. It is further understood that the District will provide or cooperate with the City to acquire, if necessary, any property interests for the future trail alignment and related project improvements.

5. 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.

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

7. 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.

SADDLE ROCK SOUTH  
METROPOLITAN DISTRICT

By  \_\_\_\_\_

ATTEST:

  
Secretary

CITY OF AURORA, COLORADO

By:   
EDWARD J. TAUER, Mayor

ATTEST:

By:   
DEBRA JOHNSON, City Clerk

APPROVED AS TO FORM:  \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**THE CITY OF AURORA, COLORADO**

**AND**

**SADDLE ROCK SOUTH METROPOLITAN DISTRICTS NOS. 1, 2, 3 and 4**

THIS AGREEMENT is made and entered into as of this 3<sup>rd</sup> day of February, 1999, by and between the **City of Aurora**, a home-rule municipal corporation of the State of Colorado ("City"), and **Saddle Rock South Metropolitan Districts Nos. 1, 2, 3 and 4**, quasi-municipal corporations and political subdivisions of the State of Colorado (collectively, the "Districts").

**RECITALS**

WHEREAS, the Districts were organized for the purpose, *inter alia*, of providing water, street improvements, traffic and safety controls, television relay and translator services, transportation improvements, parks and recreation improvements, sanitation improvements, and other related improvements for the benefit of taxpayers and service users within and outside their boundaries; and

WHEREAS, the purposes and powers of the Districts are more specifically set forth in the Districts' Consolidated Service Plan dated August, 1995, and approved by the City on September 11, 1995 and as amended by the First Amendment to Consolidated Service Plan for Saddle Rock South Metropolitan District No. 1, Saddle Rock South Metropolitan District No. 2, Saddle Rock South Metropolitan District No. 3 and Saddle Rock South Metropolitan District No. 4 and approved by the City on September 14, 1998 ("Consolidated Service Plan"); and

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

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement;

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

## COVENANTS AND AGREEMENTS

1. Application of Local Laws. The Districts hereby acknowledge that the property within their boundaries shall be subject to the ordinances, rules and regulations of the City relating to zoning, subdividing, building, and land use.

2. Change in Boundaries. The Districts agree that, other than as set forth in the Consolidated Service Plan, inclusion of properties within, or any exclusion of properties from, their boundaries shall be subject to the prior approval of the City Council of the City 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 Consolidated Service Plan.

3. Refunding of Bonds. The Districts agree that, other than as set forth in the Consolidated Service Plan, any refunding of outstanding bonds of the Districts which 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 City Council of the City 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 Districts is being undertaken for the purpose of preventing or averting a default or terminating a condition of default on the bonds.

4. Development Agreement. Until the point at which a General Development Plan has been approved by the City of Aurora for the property within the boundaries of Saddle Rock South Metropolitan District No. 4, the District shall be prohibited from (1) the imposition of a District mill levy or District fees within its boundaries, or (2) issuance of general obligation bonds or any other financial obligation.

5. Consolidation. The Districts agree that the consolidation of the Districts with any other special districts within the State of Colorado shall be subject to the prior approval of the City Council of the City as evidenced by resolution after a public hearing thereon.

6. Dissolution. The Districts agree that, other than as set forth in the Consolidated Service Plan, they shall take all action necessary to dissolve pursuant to Title 32, Article 1, part 7, C.R.S., as amended from time to time, as provided for under Colorado law and Chapter 36.5 of the City Code if and in the event they do not need to remain in existence to operate and maintain facilities contemplated in the Consolidated Service Plan to be operated and maintained indefinitely by the Districts.

7. Notice of Meetings. The Districts agree that they shall submit a copy of the written notice of every regular or special meeting of the Districts' Board of Directors to the Office of the City Clerk, by mail, facsimile or by hand, to be received at least three (3) days prior to such meeting.



8. Annual Report. The Districts shall be responsible for submitting an annual report to the City pursuant to the City Code containing the information set forth in Section VI. B. of the Consolidated Service Plan.

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

10. 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 Consolidated Service Plan.

11. 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 perform pursuant to these 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.

12. 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 procedures.

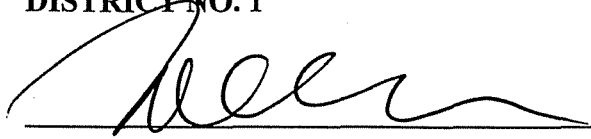
13. Intent of Agreement. Except as otherwise stated herein, this agreement is intended to describe the rights and responsibilities of and between the named parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties, nor to limit in any ways the powers and responsibilities of the City, the Districts, or any other entity not a party hereto.

14. 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.

15. Assignability. Other than as specifically provided for in this agreement, neither the City nor the Districts shall assign their rights or delegate their duties hereunder without the prior written consent of the other parties.

16. Successors and Assigns. 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.

**SADDLE ROCK SOUTH METROPOLITAN  
DISTRICT NO. 1**

  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

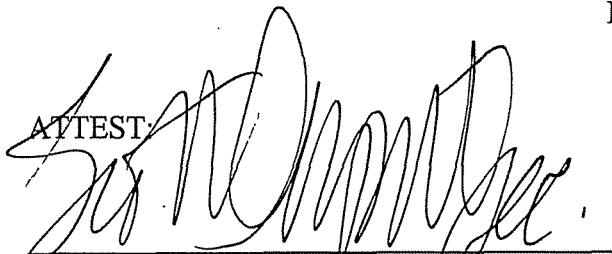
  
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**SADDLE ROCK SOUTH METROPOLITAN  
DISTRICT NO. 2**

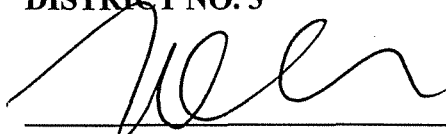
  
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Its: \_\_\_\_\_

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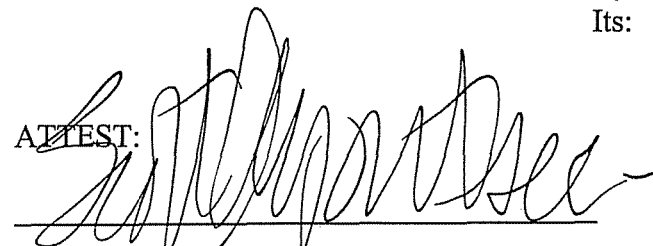
  
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**SADDLE ROCK SOUTH METROPOLITAN  
DISTRICT NO. 3**

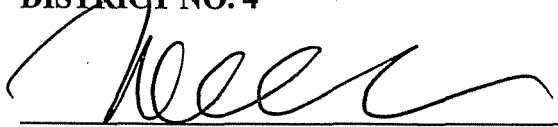
  
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By: \_\_\_\_\_  
Its: \_\_\_\_\_

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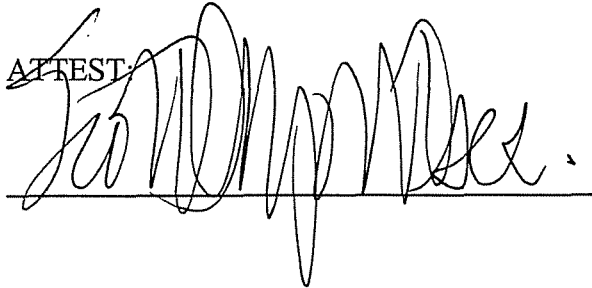
  
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SADDLE ROCK SOUTH METROPOLITAN  
DISTRICT NO. 4



By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST

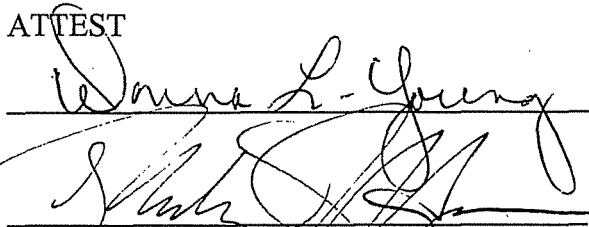
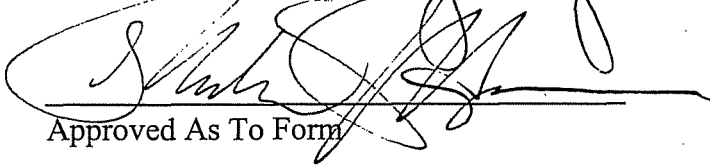


CITY OF AURORA, COLORADO



By: Paul E. Tauer  
Its: Mayor

ATTEST

Approved As To Form

SRSMD-4\AGRT\KDB1305090998  
0251.0302

**Resolution No. 2019-05-02**

**RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF THE  
SADDLE ROCK SOUTH METROPOLITAN DISTRICT NO. 1**

**Approving the Dissolution of the Saddle Rock South Metropolitan District No. 1**

WHEREAS, Saddle Rock South Metropolitan District No. 1 (“**District No. 1**” or the “**District**”) was duly and validly organized pursuant to an order and decree of the District Court of Arapahoe County, Colorado as a metropolitan district in accordance with all applicable law; and

WHEREAS, District No. 1’s boundaries are located wholly within the City of Aurora (the “**City**”) and are more particularly described and set forth in **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, District No. 1 operates pursuant to a consolidated service plan and was formed simultaneously with Saddle Rock South Metropolitan District No. 2 (“**District No. 2**”), and Saddle Rock South Metropolitan District No. 3 (“**District No. 3**”), as approved by the City Council of the City on September 11, 1995, as amended by the First Amendment to the consolidated service plan, which formed Saddle Rock South Metropolitan District No. 4 (“**District No. 4**,” together with District No. 1, District No. 2, and District No. 3, the “**Districts**”), as approved by the City Council of the City on September 14, 1998 (collectively, the “**Service Plan**”) in which the District was authorized to provide certain public improvements for the Saddle Rock South community (the “**Project**”); and

WHEREAS, the Service Plan provides that the District shall take all action necessary to dissolve pursuant to §§ 32-1-701, *et seq.*, C.R.S., as provided for under Chapter 36.5 of the City Code if and in the event the District does not need to remain in existence to operate and maintain the public improvements as contemplated in the Service Plan (the “**Public Improvements**”); and

WHEREAS, the Service Plan structured District No. 1 as the operating district responsible for managing the construction of the Public Improvements, operation and maintenance of all Public Improvements which are not otherwise conveyed to the City, and for the administrative duties within the District and District No. 2, District No. 3 and District No. 4 (District No. 2, District No. 3 and District No. 4 are collectively referred to herein as the “**Taxing Districts**”) as the taxing districts responsible for providing the funding to support the financing of the Public Improvements and ongoing operations; and

WHEREAS, District No. 1 has completed the construction and financing of the Public Improvements for the Project, has no outstanding indebtedness and exists solely for the operations, maintenance and administrative functions, and, in so doing, has reached its end of life cycle as a Title 32 metropolitan district; and

WHEREAS, all property located within the District has been sold by the developer for development and there are no longer any parcels available on which the qualify the Board of Directors of the District for an extended period of time; and

WHEREAS, further, with the exception of the current directors on the Board of Directors of the District (the "Board"), there are no eligible electors of the District who are able to continue to serve on the Board of Directors; and

WHEREAS, the District's accountant has confirmed that the District has no financial obligations and will provide a certificate confirming this position for filing with the court; and

WHEREAS, the Boards of Directors of the Taxing Districts have determined that it is in their best interests to form an authority pursuant to §§ 29-1-201 and 29-1-203, C.R.S. (the "Authority"), whereby the Authority will be charged with the operations, maintenance and administrative responsibilities within the community, previously provided by District No. 1; and

WHEREAS, any assets owned by District No. 1 will be transitioned to the Authority for ownership and maintenance, and once complete, District No. 1 will no longer own any assets or improvements and no longer provide ongoing services within the community; and

WHEREAS, the costs associated with maintaining District No. 1 in compliance with Colorado law far exceed the benefits it provides and far exceed its revenue raising abilities to cover those costs; and

WHEREAS, pursuant to § 32-1-701(1), C.R.S., whenever the majority of all of the members of the board deem it to be in the best interests of the district that it be dissolved, the board may file a petition for dissolution with the court; and

WHEREAS, § 32-1-704(3)(b), C.R.S., provides that an order dissolving the special district may be entered without election if the special district lies wholly within corporate limits of the municipality, if the special district has no financial obligations or outstanding bonds, and if the special district board and the governing body of the municipality consents to the dissolution; and

WHEREAS, for the reasons set forth herein, the majority of all of the members of the Board deem it to be in the best interest of District No. 1 to dissolve.

NOW, THEREFORE, it is hereby RESOLVED by the Board as follows:

1. Pursuant to and in accordance with § 32-1-701(1), C.R.S., a majority of all of the members of the Board deem it to be in the best interests of the District that District No. 1 be dissolved.

2. District No. 1's general counsel, White Bear Ankele Tanaka & Waldron P.C., is hereby directed to prepare a petition and plan for dissolution pursuant to § 32-1-702(1), C.R.S., to file such petition with the District Court in and for Arapahoe County, Colorado, and to prepare all other documentation and undertake all actions necessary for the dissolution of District No. 1

pursuant to Colorado law, including but not limited to, requesting the City's consent to the dissolution of District No. 1, pursuant to § 32-1-704(3)(b), C.R.S.

3. District No. 1's accountant, Simmons & Wheeler, P.C., is hereby directed to prepare a current financial statement of District No. 1 and a plan for final disposition of assets of District No. 1 and for payment of the financial obligations of District No. 1, and to assist District No. 1's general counsel in the preparation of all other documentation and under take all actions necessary for the dissolution of District No. 1 pursuant to Colorado law.

4. The President and/or any other officer of the Board shall have the power and authority to execute all documents necessary to effectuate District No.1's dissolution and any officer shall have the power and authority to attest to such execution. Such documents shall include, without limitation, a financial certificate demonstrating that District No. 1 has no financial obligations or outstanding bonds, and all documents necessary for the final disposition of District No. 1's assets.

5. Within the community, continued operation and maintenance of the Public Improvements and administrative responsibilities will be provided by the Authority upon acceptance of the Public Improvements by the Authority.

6. Upon dissolution, District No. 1's Board of Directors shall immediately and permanently dissolve and none of the members thereof shall continue in office.

*[Remainder of page intentionally left blank].*

ADOPTED this 9<sup>th</sup> day of May, 2019.

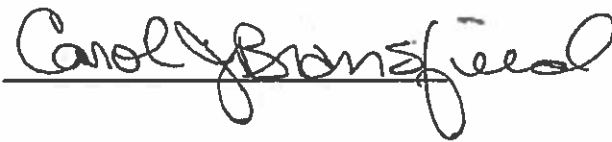
SADDLE ROCK SOUTH METROPOLITAN DISTRICT  
NO. 1



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Officer of the District


ATTEST:



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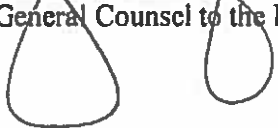
APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law



---

General Counsel to the District



STORMWATER MAINTENANCE AGREEMENT

BETWEEN

THE CITY OF AURORA, acting by and through its

Utility Enterprise

and

Saddle Rock South Metropolitan District No. 4

THIS STORMWATER MAINTENANCE AGREEMENT, dated for reference this 15  
day of July, 2011 is made by and between the City of Aurora, a Colorado home  
rule city and  
Saddle Rock South metro District No. 4 (hereinafter, the  
"Owner") and the City of Aurora, (hereinafter, the "City"), agree as follows:

Paragraph 1. The Owner owns the parcel of land known as Lot 4, Block  
1, Saddle Rock East Commercial Subdivision Filing  
No. 3, County of Arapahoe, State of Colorado (hereinafter, the  
"Property"). The Owner has installed, or caused to be installed, upon the Property the  
permanent stormwater best management practices (BMPs). Certain inspections and  
maintenance of those BMPs are required under the Owner's Inspection and  
Maintenance Plan, also referred to as the Operations and Maintenance Manual dated  
July 13, 2011 and approved by the City of Aurora (hereinafter, the "IM  
Plan") which is attached to and made a part of this Stormwater Maintenance  
Agreement as Exhibit "A". The Owner agrees, at the Owner's sole expense, to  
inspect, maintain, and to ensure proper functioning of the BMPs, in accord with and  
as set out in the IM Plan, as set forth herein below. If the Owner conveys the  
Property, Owner shall provide a copy of the IM Plan along with a copy of this  
Agreement to the Grantee. Upon conveyance, Owner shall thereafter be relieved of  
its obligations under this Agreement. However, such obligations shall run with the  
Property and become the obligation of Grantee.

Paragraph 2. In accordance with the City of Aurora Municipal Code 138-442.5, the  
Owner has submitted an IM Plan (Exhibit A). That IM Plan was approved by the City  
on July 22, 2013. The Owner has also submitted the Drainage Plan. That  
Drainage Plan was approved by the City on August 3, 2011.

Paragraph 3. The Owner shall inspect the BMPs at least once every calendar year,  
and shall submit written inspection reports to Aurora Water prior to May 31st of that  
calendar year. The City is under no obligation whatsoever pursuant to this Agreement  
to notify the Owner of any failure to submit inspection reports.

9.2010



Paragraph 4. The Owner shall promptly perform all maintenance and shall report maintenance activities to Aurora Water in accordance with the requirements set forth in the IM Plan.

Paragraph 5. Subject to the notice and Owner's right to cure requirements of City of Aurora Municipal Code Section 138-442.5, in the event that the Owner fails to inspect, maintain, or repair any BMP, Owner agrees that the City, at the City's sole discretion, shall have the right to enter upon the Property without warrant or further process of law and may make whatever inspection. Following the City's compliance with the notice requirements of 138-442.5 and Owner's right to cure any deficiencies noted, if the Owner fails to timely cure such deficiencies, the City shall have the right to enter upon the Property without warrant or further process of law and may complete whatever maintenance or repair may be needed, all at the Owner's sole cost. The City shall bill the Owner by invoice for any costs incurred by the City, including but not limited to personnel, contracting, labor, or materials, and the Owner shall pay those costs within thirty (30) City business days of the invoice date.

Paragraph 6. This Agreement shall be binding upon the Owner and the Owner's heirs, successors, and assigns. This Agreement shall be recorded at the Clerk and Recorder's Office. The benefits and burdens of this Agreement shall run with the land.

Paragraph 7. Governing Law. This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, ordinances, rules and regulations of the City of Aurora, Colorado, a Colorado home rule city. The Parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in the City of Aurora, Colorado.

Paragraph 8. Appropriation and availability of funds. In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Agreement is expressly subject to appropriation of funds by the City Council and the availability of those funds for expenditure.

Paragraph 9. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on this Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

Paragraph 10. Amendments. This Agreement may be amended only by prior writing executed by duly authorized representatives of the Property Owner and the City, and recorded in the records of the Clerk and Recorder's Office.

Paragraph 11. Headings. The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Paragraph 12. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

Paragraph 13. Nonwaiver Of Rights. No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Owner shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Owner.

Paragraph 14. Waiver. This Agreement is for the benefit of the Owner. The Owner does hereby waive, remise, and release any claim, right, or cause of action the Owner may have or which may accrue in the future, whether under theories of contract or any other cause of action whatsoever, against the City arising in whole or in part from this Agreement.

FOR THE CITY OF AURORA: *Next Page*

By: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to Form:

\_\_\_\_\_

FOR THE OWNER:

By: *[Signature]* this *15<sup>th</sup>* day of *July*, 20*11*.

*Rad Albert*  
\_\_\_\_\_  
(printed name)

CITY OF AURORA, COLORADO,  
ACTING BY AND THROUGH ITS  
UTILITY ENTERPRISE

Vernon A. Adam  
Vernon A. Adam  
Engineering Services Manager

4/27/17  
Date

APPROVED AS TO FORM FOR AURORA:

Christine McKenney  
Christine McKenney, Assistant City Attorney

4.27.17  
Date

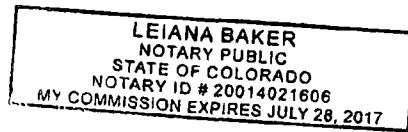
STATE OF COLORADO    )  
                                  ) ss  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 27 day of April, 2017, by  
Vernon A. Adam, Engineering Services Manager, acting on behalf of the Utility Enterprise of the  
City of Aurora, Colorado.

Witness my hand and official seal. Leiana Baker  
Notary Public

My commission expires: 7.28.17

(SEAL)



ACKNOWLEDGEMENT

(By any public officer, trustee, or personal representative)

State of COLORADO )

County of AZARAOE )

The foregoing instrument was subscribed and affirmed before me this 15 day of JULY, 20 11, by RON ALPERT, as ASSISTANCE SECRETARY



My Commission Expires: 03-12-2

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## Management and Finance Policy Committee Agenda Item Commentary

<b>Item Title:</b> Tower Business Improvement District
<b>Item Initiator:</b> Jacob Cox
<b>Staff Source:</b> Jacob Cox, Senior Project Manager, Office of Development Assistance
<b>Deputy City Manager Signature:</b> Jason Batchelor
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong Cit

### **ACTIONS(S) PROPOSED** *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

### **HISTORY** *(Dates reviewed by city council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

In February, 2019 property owned by Majestic Commercenter II (538 acres) was annexed into the city (see vicinity map attached). Associated with the planned development is the need for the financing of millions of dollars' worth of power sources and facilities that will serve the development, including without limitation natural gas, electricity and solar installations.

The Tower Metropolitan District serving this property does not have the statutory authority to pay for such improvements.

### **ITEM SUMMARY** *(Brief description of item, discussion, key points, recommendations, etc.)*

The owners of Majestic Commercenter II, a 538 acre commercial/industrial master planned project have petitioned the city for creation of a Business Improvement District (BID). Petition is attached.

Per Colorado State Statute approval for creation of a BID must be given by the governing body of the municipality. If the City Council finds that:

- a) The petition has been signed and presented in conformity with state statute;
- b) The allegations of the petition are true; and

c) The types of services or improvements to be provided by the district are those that best satisfy the purposes set forth in the state statute, then the City Council shall, by ordinance declare the district organized.

The BID's creation is requested in order to fund those improvements that the Tower Metro District can not in addition to the services and public improvements allowed under Colorado law for business improvement districts, generally.

The provision of these improvements and services will be coordinated with Tower Metro District which the boundaries of the BID overlap in part. The BID's activities will neither interfere with nor duplicate those undertaken by Tower Metro District though the two entities will have the authority to cooperate in the extension of facilities and improvements beneficial to both, or where efficiencies in the development process may be gained.

**QUESTIONS FOR Committee**

Does the Committee wish to move this item forward to City Council Study Session as proposed?

**EXHIBITS ATTACHED:**

- 2019 08 16 - Operating Plan - Tower BID - FINAL(3744917.1).docx
- Executed Petition for Organization - Tower BID.PDF
- Letter of Intro Service Plan and BID 08-15-19.pdf
- Tower Business Improvement District Vicinity Map.pdf

**2019 OPERATING PLAN AND BUDGET**

# **TOWER BUSINESS IMPROVEMENT DISTRICT**

City of Aurora, Adams County, Colorado



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**EXHIBITS**

- EXHIBIT A – Director Contact Information
- EXHIBIT B – BID Budget 2019
- EXHIBIT C – District Boundary Legal Description
- EXHIBIT D – District Boundary Map

**2019**  
**OPERATING PLAN FOR THE**  
**TOWER BUSINESS IMPROVEMENT DISTRICT**

**1. PURPOSE AND SCOPE OF THIS DISTRICT**

**A. Requirement for this Operating Plan.** The Business Improvement District Act, specifically Section 31-25-1211, C.R.S., requires that the Tower Business Improvement District (the “District”) file an operating plan and budget with the City Clerk no later than September 30 of each year.

Under the statute, the City is to approve the operating plan and budget within 30 days of the submittal of all required information.

The District will operate under the authorities and powers allowed under the Business Improvement District Act, Section 31-25-1201, et seq., Colorado Revised Statutes, as amended, as further described and limited by this Operating Plan.

**B. What Must Be Included in the Operating Plan?** Pursuant to the provisions of the Business Improvement District Act, Section 31-25-1201, et seq., Colorado Revised Statutes, as amended, this Operating Plan specifically identifies (1) the composition of the Board of Directors, (2) the services and improvements to be provided by the District, (3) the taxes, fees, and assessments to be imposed by the District, (4) the estimated principal amount of the bonds to be issued by the District, and (5) such other information as the City may require.

**C. Purposes.** As may be further articulated in succeeding year’s Operating Plans, the ongoing and/or contemplated purposes of this District for 2019 include principally the financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of sources of power that will serve the development within the District, including without limitation natural gas, electricity and solar installations, but shall also be empowered to provide the services and public improvements allowed under Colorado law for business improvement districts. **The provision of these services will be coordinated with the Tower Metropolitan District (“Tower”) which the boundaries of the District overlap in part. The District’s activities will neither interfere with nor duplicate those undertaken by Tower.**

**D. Ownership of Property or Major Assets.** The District will own public improvements, easements and land as required if they are not otherwise dedicated to the City or other public entities or public utilities for operation and maintenance.

**E. Contracts and Agreements.** It is anticipated that the District will enter into various agreements as required to facilitate the funding, construction, operation and maintenance of public improvements. The District is not currently a party to any significant active contracts or agreements. The District may enter into agreements with the City and the Tower Metropolitan District to accommodate the provision of improvements and services.

## 2. ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS

**A. Organization.** The Tower Business Improvement District is sought to be organized by the City of Aurora, Colorado as requested in the Petition for Organization for the District.

**B. Governance.** Pursuant to Section 31-25-1209(1)(d), C.R.S., the City of Aurora hereby appoints the initial board of directors for the District, which shall have up to five members. Each member shall be an elector of the District. The City of Aurora will appoint the initial board of directors for the District after which the positions on the board shall be elected.

**C. Current Board.** If approved by the City of Aurora, the District will be managed by a Board of Directors consisting of five electors all of whom shall be voting members. The proposed Board members are:

1. Randall C. Hertel
2. Timothy J. D'Angelo
3. Michael M. Wafer
4. Jack "Skip" Bailey, Jr.
5. Michael V. Kapoor

Director and other pertinent contact information are provided in Exhibit A.

**D. Term Limits.** A ballot question will be included to eliminate term limits for the November 5, 2019 election.

**E. Advisory Board.** The Board of Directors may appoint one or more advisory boards to assist the Board of Directors on such matters as the Board of Directors desires assistance. The Board of Directors shall, upon the appointment of an advisory board, set forth its duties, duration, and membership. The Board of Directors may provide rules of procedure for the advisory board or may delegate to the advisory board the authority to provide such rules. No advisory boards have yet been appointed.

## 3. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

The District is proposed to include approximately 539 acres within its boundaries as described in Exhibit C and depicted in Exhibit D. In 2019 and subsequent years, the District also anticipates inclusion requests for additional property as boundaries are established and additional property owners participate in the District.

## 4. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such

power and authority is described in the Business Improvement District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein. The District shall have the authority to provide these improvements and services, but the revenue-raising powers of the District to recoup the costs of extraterritorial improvements and services shall be as limited by state law and as limited by this Operating Plan. The District will only provide improvements and services within the boundaries of the District and directly adjacent property to the extent required to facilitate the construction and operation of the District improvements. The District will not provide improvements or services that duplicate any improvements or services provided by Tower though the two entities will have the authority to cooperate in the extension of facilities and improvements beneficial to both, or where efficiencies in the development process may be gained.

Subject to the foregoing limitation concerning cooperation with Tower, the public improvements that the District anticipates it will construct, install or cause to be constructed and installed, include those public improvements the costs of which may, in accordance with the Business Improvement District Act, Section 31-25-1201, et seq., C.R.S. (“Business Improvement District Act”), lawfully be paid for by the District, including, without limitation safety protection devices, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscaping and storm and wastewater management facilities and associated land acquisition and remediation (the “Public Improvements”).

The property owners of the District request that the City of Aurora designate territory within the District as a location for new business or commercial development under Section 31-25-1203(10), C.R.S.

**A. Operations and Maintenance Limitation.** Included within the District’s boundaries is 538 acres owned by MCCII that is also included within the Tower Metropolitan District’s (Tower) boundaries. The proposed development will contain significant industrial and warehouse and distribution facilities. Associated with all of the new development is the need for the financing of power sources and facilities that will serve the development, including without limitation natural gas, electricity and solar installations.

Tower does not have the statutory authority to pay for such improvements. The proposed District does, and its creation is intended to fund those improvements in addition to the services and public improvements allowed under Colorado law for business improvement districts, generally. The provision of these improvements and services will be coordinated with Tower which the boundaries of the District overlap in part. The District’s activities will neither interfere with nor duplicate those undertaken by Tower though the two entities will have the authority to cooperate in the extension of facilities and improvements beneficial to both, or where efficiencies in the development process may be gained.

The appropriate limitations contained in the City’s metro district model service plan have been incorporated in the proposed Operating Plan that operates in many of the same ways to guide the District’s activities. However the fifty mill cap included in this Operating Plan is inclusive of

operations and administration costs in addition to debt service. The initial maximum debt authorization is \$10,000,000.

**B. Construction Standards Limitation.** The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of public improvements prior to performing such work.

**C. Privately Placed Debt Limitation.** Prior to the issuance of any privately placed debt for capital related costs, the District shall obtain the certification of an External Financial Advisor regarding the fairness and feasibility of the interest rate and the structure of the debt substantially as follows:

We are [I am] an external financial advisor. [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

**D. Fee Limitation.** The District may impose and collect fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District. For purposes of this section, "End User" shall mean any owner, or tenant of any owner, of any taxable improvement within the District who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy (as defined below).

**E. Bankruptcy Limitation.** All of the limitations contained in this Operating Plan have been established under the authority of the City to approve an Operating Plan with conditions pursuant to Section 31-25-1211, C.R.S. It is expressly intended that such limitations:

- (a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Operating Plan; and
- (b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code

(11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any debt, issued with a pledge or which results in a pledge, shall not be an authorized issuance of debt unless the City has approved the operating plan and budget for the District.

## **5. ADMINISTRATION, OPERATIONS, SERVICES AND MAINTENANCE**

The District shall provide for ownership, operation, and maintenance of District facilities as activities of the District itself or by contract with other units of government or the private sector.

## **6. FINANCIAL PLAN AND BUDGET**

**A. 2019 Budget.** The proposed 2019 Budget for the District is attached as Exhibit B.

**B. Authorized Indebtedness.** It is anticipated that the District will hold an election on November 5, 2019 for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as may be necessary or convenient for the implementation of Art. X., Sec. 20 of the Colorado Constitution, and the Operating Plan. The initial maximum debt authorization for the District shall be \$10,000,000.00.

**C. Property Tax and Mill Levy Caps.** The District taxing ability shall be constrained to mill levy limitations of up to 50 mills for debt service, general operations and administrative expenses due to the on-going operations and maintenance to be undertaken by the District within its boundaries (“Maximum Mill Levy”).

**D. District Revenues.** The District anticipates developer funding for initial revenue sources and thereafter revenues derived from property taxes. The District may also be the beneficiary of revenues derived from a privately imposed public improvement fee and any other lawful revenue source.

**E. Existing Debt Obligations.** The District does not have any existing debt obligations.

**F. Future Debt Obligations.** The District may issue debt in 2019 to finance the construction of the Public Improvements.

**G. Other Financial Obligations.** The District may enter into agreements including reimbursement or similar agreements and leases; as well as agreements for ongoing services such as legal, administration, compliance, budget, audit, etc.

**H. Non-Default Provisions.** Limited tax general obligation bonds issued by the District shall be structured and/or credit enhancements provided such that the bonds cannot default as long as the District is imposing the required maximum allowed mill levy.

**I No City Obligations.** The debt of the District will not constitute a debt or obligation of the City of Aurora in any manner. The faith and credit of the City of Aurora will not be pledged for the repayment of the debt of the District. This will be clearly stated on all offering circulars, prospectuses, or disclosure statements associated with any securities issued by the District.

## **7. 2019 ACTIVITIES, PROJECTS AND CHANGES**

**A. Activities.** It is anticipated that the District will primarily be engaged in the initial organization activities for the area in 2019 and undertaking construction and financing of the public improvements in late 2019 or early 2020.

**B. Projects and Public Improvements.** The District will be undertaking projects or public improvements as development needs require.

## **8. DISSOLUTION**

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate perpetual existence. However, the District may be dissolved under the conditions of Section 31-25-1225, C.R.S.

## **9. CONCLUSION**

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Business Improvement District Act and further meets applicable requirements of the Colorado Constitution and other law. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of Part 12 of Article 25 of Title 31, C.R.S.

**EXHIBIT A**  
**Director and Other Contact Information**

**BOARD OF DIRECTORS:**

Randall C. Hertel  
Timothy J. D'Angelo  
Michael M. Wafer  
Jack "Skip" Bailey, Jr.  
Michael V. Kapoor

**LEGAL COUNSEL:**

Matt Dalton  
Spencer Fane LLP  
1700 Lincoln Street, Suite 2000  
Denver, CO 80203  
303-839-3800  
[mdalton@spencerfane.com](mailto:mdalton@spencerfane.com)



**EXHIBIT B  
District Budget 2019**

**GENERAL FUND**

	<u>Proposed</u> <u>2019</u>
Beginning Fund Balance	-
<b>REVENUES</b>	
Property Taxes	-
Specific Ownership Taxes	-
Public Improvement Fees	-
Developer Advance	75,000
Net Investment Income	-
Intergovernmental Revenue	-
<b>Total Revenues</b>	<b>75,000</b>
<b>EXPENDITURES</b>	
Accounting	10,000
Audit	-
Contingency	-
District Management	-
Dues and Membership	1,000
Insurance	4,000
Legal	50,000
Miscellaneous	5,000
<b>Total Expenditures</b>	<b>70,000</b>
<b>ENDING FUND BALANCE</b>	<b>5,000</b>
Emergency Reserve	5,000
Total Reserve	5,000

## CAPITAL PROJECTS FUND

	<u>Proposed</u> <u>2019</u>
Beginning Fund Balance	-
<b>REVENUES</b>	
Property Taxes	-
Public Improvement Fees	-
Developer Advance	\$2,400,000
Net Investment Income	-
Intergovernmental Revenue	-
Bond Issuance	-
 Total Revenues	 -
<b>EXPENDITURES</b>	-
 Total Expenditures	 2,000,000
 <b>ENDING FUND BALANCE</b>	 <b>400,000</b>

**DEBT SERVICE FUND**

	<u>Proposed</u> <u>2019</u>
Beginning Fund Balance	-
<b>REVENUES</b>	
Bond Issue	-
Public Improvement Fees	-
Developer Advance	-
Net Investment Income	-
Intergovernmental Revenue	-
Total Revenues	-
<b>EXPENDITURES</b>	
Costs of Issuance	-
Capitalized Interest Fund	-
Debt Service Reserve	-
Miscellaneous	-
Contingency	-
Total Expenditures	-
<b>ENDING FUND BALANCE</b>	<b>0</b>

**EXHIBIT C**  
**The Property Legal Description**

A PARCEL OF LAND IN SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25 TO BEAR NORTH 89°33'37" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO: THENCE NORTH 89°33'37" EAST ALONG SAID NORTH LINE A DISTANCE OF 30 FEET TO THE EAST RIGHT-OF-WAY LINE OF PICADILLY ROAD AND THE POINT OF BEGINNING.

THENCE NORTH 89°33'37" EAST CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 2611.78 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH 89°32'32" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 1321.75 FEET;  
THENCE SOUTH 00°13'08" EAST A DISTANCE OF 1324.11 FEET;  
THENCE NORTH 89°32'39" EAST A DISTANCE OF 931.29 FEET TO THE WESTERLY RIGHT-OF-WAY OF HIGHWAY E-470 AS DESCRIBED IN BOOK 5414 AT PAGE 645 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;  
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 03°48'50" EAST A DISTANCE OF 427.14 FEET;
- 2) SOUTH 00°00'02" WEST A DISTANCE OF 3372.10 FEET;
- 3) SOUTH 83°34'42" WEST A DISTANCE OF 1006.75 FEET;
- 4) SOUTH 00°29'32" EAST A DISTANCE OF 40.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 26TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 89°30'28" WEST A DISTANCE OF 1267.94 FEET;
  - 2) SOUTH 89°31'54" WEST A DISTANCE OF 745.69 FEET;
- THENCE NORTH 00°10'59" WEST A DISTANCE OF 361.50 FEET;  
THENCE SOUTH 89°31'54" WEST A DISTANCE OF 1867.71 FEET TO SAID EAST RIGHT-OF-WAY LINE;

THENCE NORTH 00°11'05" WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 2258.23 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 15;

THENCE NORTH 00°10'52" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 462.51 FEET;  
THENCE NORTH 89°34'28" EAST A DISTANCE OF 300.36 FEET;  
THENCE NORTH 00°11'05" WEST A DISTANCE OF 862.50 FEET;  
THENCE SOUTH 89°32'44" WEST A DISTANCE OF 300.31 FEET TO SAID EAST RIGHT-OF-WAY LINE;

THENCE NORTH 00°10'52" WEST ALONG EAST RIGHT-OF-WAY LINE A DISTANCE OF 1324.68 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 23,453,361 SQUARE FEET, OR 538.415 ACRES, MORE OR LESS.

**EXHIBIT D**  
**The Property Map**







**WARNING:  
IT IS AGAINST THE LAW:**

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Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

**PETITION FOR THE ORGANIZATION  
OF THE  
TOWER BUSINESS IMPROVEMENT DISTRICT  
WITHIN THE CITY OF AURORA, COLORADO**

The undersigned owner of taxable real or personal property within the proposed service area described in **Exhibit A**, attached hereto and made a part hereof, (the "Service Area"), hereby petitions the Mayor and City Council of the City of Aurora (the "City") for the organization of the **Tower Business Improvement District** (the "District") in accordance with the provisions of the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S. In support of this Petition, Petitioner states:

(a) The name of the District shall be the Tower Business Improvement District.

(b) A description of the boundaries and service area of the District is in the attached **Exhibit A**. The service area shall be the commercial property within these general boundaries. Pursuant to Section 31-12-1203(10), C.R.S., the proposed service area includes property that the Petitioner requests that the City, following a notice and a public hearing, designate as a location for new business or commercial development.

(c) A general description of the types of services or improvements or both to be provided by the District includes, but is not limited to:

The acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and improvements allowed under Colorado law for business improvement districts, including "Improvements" as that term is defined in Section 31-25-1203(5), C.R.S., services as described in Section 31-25-1212(1)(f), C.R.S., and other powers granted to such districts under Section 31-25-1212, C.R.S.

(d) The names of three persons to represent the Petitioner who have the power to enter into agreements relating to the organization of the District are:

1. Randall C. Hertel
2. Michael V. Kapoor
3. Jack "Skip" Bailey, Jr.

(e) Pursuant to Section 31-25-1205(2), C.R.S, this petition is signed by persons who own real or personal property in the service area of the District having a valuation for assessment of not less than fifty percent (50%) of the valuation for the assessment of all real and personal

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property in the service area of the District, and who own at least fifty percent (50%) of the acreage in the District.

(f) Pursuant to Section 31-25-1205(3), C.R.S., this petition is accompanied by a bond with security provided by the governing body or a cash deposit sufficient to cover all expenses connected with the proceedings in case the organization of the District is not effected. If at any time during the organization proceedings the governing body determines that the bond first executed or the amount of the cash deposited is insufficient in amount, it may require the Petitioner to execute an additional bond or the deposit of additional cash within a time to be fixed, not less than ten (10) days thereafter, and Petitioner acknowledges that upon failure of the Petitioner to file or deposit the same, the petition may be dismissed.

(g) Pursuant to Section 31-25-1209(1)(d), C.R.S., the City may provide by ordinance for a board of directors of the District consisting of five (5) members. The five member Board of Directors of the proposed District will be appointed by the Mayor and will serve at the pleasure of the City. Petitioner requests that the City pass such an ordinance and that the initial board of directors be the following electors of the District:

1. Randall C. Hertel
2. Timothy J. D'Angelo
3. Michael M. Wafer
4. Jack "Skip" Bailey, Jr.
5. Michael V. Kapoor

Each member shall fulfill all statutory requirements prior to undertaking official duties.

(h) The commercial property owners of the District request that the City, after public notice and hearing, designate the territory within the District as a location for new business or commercial development under Section 31-25-1203(10), C.R.S.

(i) Pursuant to Section 31-25-1213, C.R.S., the board of directors of the District shall have the power to issue indebtedness and to levy and collect ad valorem taxes on and against all taxable commercial property within the boundaries of the District in an amount authorized by election and allowed by the operating plan and budget to be approved by the City. The board of directors shall, in accordance with Sections 31-25-1214 and 39-5-128, C.R.S., certify the mill levy to the Adams County Board of County Commissioners as appropriate.

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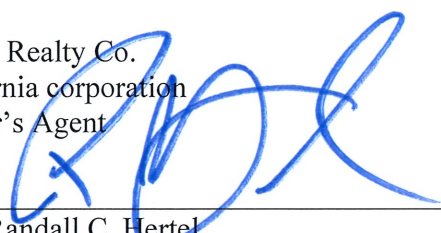
(j) The board of directors of the District shall have all other powers as may be necessary, convenient, and authorized by statute set forth in the operating plan and budget of the District. The District shall file its operating plan and budget by September 30 of each year for approval by the City as provided by Section 31-25-1211, C.R.S.

THEREFORE, Petitioner respectfully requests that the City approve the organization of the Tower Business Improvement District and adopt the ordinance and take the actions requested in the petition to provide for its effective and efficient operation.

PETITIONER:

MAJESTIC COMMERCENTER II, LLC,  
a Delaware limited liability company

By: Majestic Realty Co.  
a California corporation  
Its: Manager's Agent

By:   
Name: Randall C. Hertel  
Title: Executive Vice President





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**EXHIBIT A**

**Legal Description of the Area within the  
Tower Business Improvement District**

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MATT DALTON  
DIRECT DIAL: (303) 839-3706  
mdalton@spencerfane.com

File No. 5106427/2300

August 15, 2019

**VIA ELECTRONIC AND U.S. MAIL**

Vinessa Irvin, Manager  
Office of Development Assistance  
City of Aurora  
15151 E. Alameda Parkway  
Aurora, Colorado 80012  
[virvin@auroragov.org](mailto:virvin@auroragov.org)

Jacob Cox, Senior Project Manager  
Office of Development Assistance  
City of Aurora  
15151 E. Alameda Parkway  
Aurora, Colorado 80012  
[jcox@auroragov.org](mailto:jcox@auroragov.org)

RE: Proposed Service Plan for the Tower Metropolitan District; the Creation of the Tower Business Improvement District; the Approval of the 2019 Operating Plan and Budget for the Tower Business Improvement District; and the Appointment the Board of Directors of the Tower Business Improvement District.

Dear Ms. Irvin and Mr. Cox:

Our firm represents Tower Metropolitan District (the “Tower”) in the City of Aurora, Colorado (the “City”) as well as Majestic Commercenter II, LLC (“MC II”). I am writing on behalf both of our clients to formally request that the City Council (1) adopt a resolution approving a new Service Plan for Tower (the “Service Plan”), and (2) accept the Petition for the creation of the Tower Business Improvement District (the “BID”) and adopt associated ordinances creating the BID and appointing its first Board of Directors.

**TOWER METROPOLITAN DISTRICT SERVICE PLAN**

Tower was organized within the City by order and decree of the District Court of Adams County on March 5, 1980. Tower did not have a service plan originally because of the operation of law at the time, but did file a “statement of purpose” in 1986 pursuant to Colorado Revised Statute Section 32-1-208. Tower has historically provided and operated and maintained street improvements and associated landscaping and storm drainage improvements.





In the last year, significant acreage to the east has been included within Tower and the development plan for all of the property within Tower has been revised as part of the annexation of the new area into the City. In order to accommodate the expanded boundaries, revised phasing and the added costs of the public improvements for the project, Tower needs to amend its 1986 statement of purpose and adopt the City's model service plan. Changes from the original authority of Tower will be to add all of the power and authority of a metropolitan district as is described in the Special District Act and as limited by the City's model service plan. Those limitations include a limit on Tower's ability to issue Debt (\$50,000,000), a Maximum Debt Mill Levy (fifty mills until debt ratios described in the Service Plan are established) and all of the other limitations listed in the Service Plan that are associated with the City's model plan.

[At the same time as Tower's organization a "sister" Himalaya Water and Sanitation District ("Himalaya") was organized with boundaries that were coterminous with those of Tower. All of the water and sewer improvements that have been constructed by Himalaya have been accepted by the City, and today Himalaya exists largely to pay off the debt it originally issued to pay for those improvements. The status of Himalaya is not at issue here and it will continue to exist and operate without regard to the requests described in this cover letter.]

#### TOWER BUSINESS IMPROVEMENT DISTRICT

New acreage (538 acres) owned by MCCII that was included within Tower's boundaries and annexed into the City earlier this year will contain significant industrial and warehouse and distribution facilities. Ground has already been broken on 116 acres for a new Shamrock Foods Company distribution center. Associated with all of the new development is the need for the financing of millions of dollars' worth of power sources and facilities that will serve the development, including without limitation natural gas, electricity and solar installations.

Tower does not have the statutory authority to pay for such improvements. The proposed BID does, and its creation is requested in order to fund those improvements in addition to the services and public improvements allowed under Colorado law for business improvement districts, generally. The provision of these improvements and services will be coordinated with Tower which the boundaries of the BID overlap in part. The BID's activities will neither interfere with nor duplicate those undertaken by Tower though the two entities will have the authority to cooperate in the extension of facilities and improvements beneficial to both, or where efficiencies in the development process may be gained.

As requested by your office, appropriate limitations contained in the City's model service plan have been incorporated in the proposed Operating Plan that operates in many of the same ways to guide the BID's activities. However the fifty mill cap included in the Operating Plan is inclusive of operations and administration costs in addition to debt service. The initial maximum debt authorization is \$10,000,000 though our financial projections indicate that the capacity to raise capital comfortably within the fifty mill cap is significantly greater.

A principal difference between Tower and the proposed BID is that the BID must annually file with the City a new Operating Plan and budget, thus providing the City with greater oversight of the BID's activities, and both the BID and the City with the ability to adjust the limitations or change the focus of the Operating Plan as the needs of the development arise.

As always, we appreciate the City's time and attention to this matter, and we would be happy to



SpencerFane®

answer any questions you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Fane", with a long horizontal flourish extending to the right.

SPENCER FANE LLP

cc: Tower Metropolitan District  
Majestic Commercenter, LLC

Enclosure

**EXHIBIT A**  
PROPOSED 2019 AMENDMENT

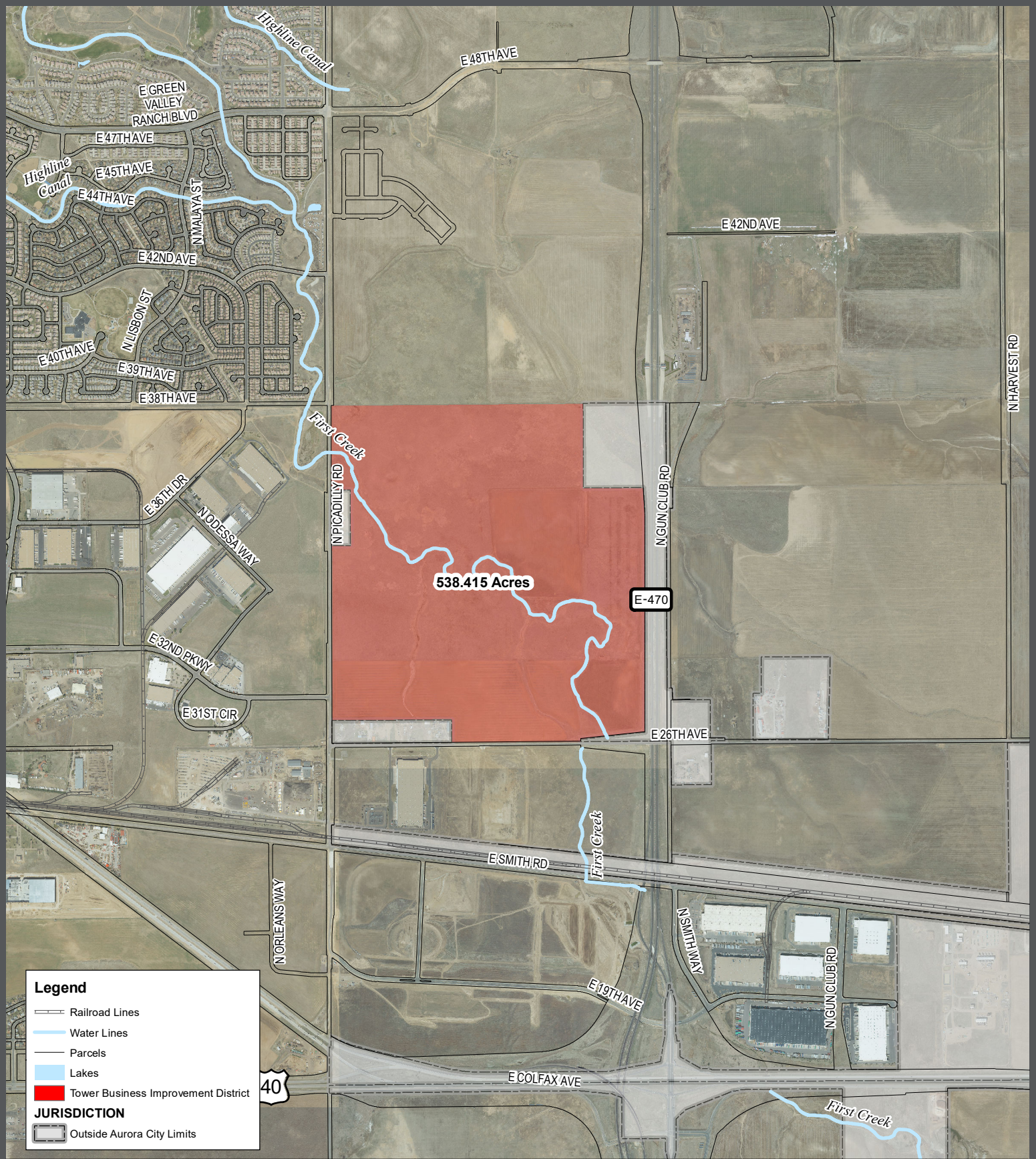


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**EXHIBIT B**

**COMMUNICATION TO PROPERTY OWNERS**





**Legend**

- Railroad Lines
- Water Lines
- Parcels
- Lakes
- Tower Business Improvement District
- Outside Aurora City Limits

**JURISDICTION**

- Outside Aurora City Limits

**Planning & Development Services**

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**City of Aurora, Colorado**

2019 Tower Business Improvement District

August 20, 2019





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## Management and Finance Policy Committee Agenda Item Commentary

<b>Item Title:</b> Tower Metro District Service Plan Amendment
<b>Item Initiator:</b> Jacob Cox
<b>Staff Source:</b> Jacob Cox, Senior Development Project Manager, Office of Development Assistance
<b>Deputy City Manager Signature:</b> Jason Batchelor
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong Cit

### **ACTIONS(S) PROPOSED** *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

### **HISTORY** *(Dates reviewed by city council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Tower Metropolitan District (vicinity map attached) was organized within the City by order and decree of the District Court of Adams County on March 5, 1980. Tower Metro District did not have a service plan originally because of the operation of law at the time, but did file a “statement of purpose” in 1986 pursuant to Colorado Revised Statute Section 32-1-208.

The Tower Metro District has historically provided operated and maintained street improvements and associated landscaping and storm drainage improvements.

### **ITEM SUMMARY** *(Brief description of item, discussion, key points, recommendations, etc.)*

In the last year, significant acreage to the east has been annexed and included within Tower Metro District. In order to accommodate the expanded boundaries and the added costs of the public improvements for the project, Tower Metro District needs to amend its 1986 statement of purpose and adopt the city’s model service plan. Additional information is included in the attached letter from the Metro District's attorney.

### **Tower Metropolitan District Summary:**

**Size** – In 2018 the area of the District Boundaries included approximately 926.33 acres. In December 2019, the District’s Board of Directors ordered the inclusion of approximately 538.415 acres. The total area of the District now includes approximately 1,464.75 acres.

**Type of Development** – Mixed Use to include Retail, Commercial, Office, and Industrial. No-residential.  
**Debt Limit** - \$50,000,000

The proposed Tower Metro District Service Plan (attached) is compliant with the city's model.

**QUESTIONS FOR Committee**

Does the Committee wish to move this item forward to City Council Study Session as proposed?

**EXHIBITS ATTACHED:**

2019 08 16 - Tower MD Service Plan Amendment and IGA FINAL(3744923.1).docx  
Letter of Intro Service Plan and BID 08-15-19.pdf  
Tower Metro District.pdf



**SERVICE PLAN  
TOWER METROPOLITAN DISTRICT  
CITY OF AURORA, COLORADO**

Prepared

by

**SPENCER FANE LLP**  
1700 Lincoln Street, Ste. 2000  
Denver, CO 80203

July 1, 2019

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**EXHIBIT A** District Boundary Map

**EXHIBIT B** Intergovernmental Agreement between the District and City of Aurora

## I. INTRODUCTION

### A. Purpose and Intent.

The District was organized by order and decree of the District Court of Adams County on March 5, 1980. The District did not have a service plan originally because of the operation of law at the time, but did file a “statement of purpose” in 1986 pursuant to Colorado Revised Statute Section 32-1-208.

Significant acreage has been included within the District and the development plan for the property within the District has been revised, and in order to accommodate the expanded boundaries, revised phasing and increased costs of the public improvements for the project, the District needs to amend its statement of purpose and adopt a service plan.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public 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 Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

### B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the development of property within the District. The continued organization of the District is therefore necessary in order for the Public Improvements required for the development of property within the District to be provided in the most economic manner possible.

### C. Objective of the City Regarding District’s Service Plan.

The City’s objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.10. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens

to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the District to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

## **II. DEFINITIONS**

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the District which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20<sup>th</sup>) year; and (ii) shall be five (5) mills from the twenty-first (21<sup>st</sup>) year through the fortieth (40<sup>th</sup>) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20<sup>th</sup>) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21<sup>st</sup>) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the

extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means Tower Metropolitan District.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the District for services, programs or facilities provided by the District, as described in Section V.A.10. below.

Financial Plan: means the Financial Plan of the District as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

District Boundary Map: means the map attached hereto as **Exhibit A**, describing the District's initial boundaries.



Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the District Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the District.

### **III. BOUNDARIES**

In 2018 the area of the District Boundaries included approximately 926.33 acres. In December 2019, the District's Board of Directors ordered the inclusion of approximately 538.415 acres. The total area of the District now includes approximately 1,464.75 acres. A map of the District Boundaries as of January 1, 2019 is attached hereto as **Exhibit A**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

### **IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION**

The Service Area consists of approximately 1,464.75 acres of commercial, industrial, agricultural, and vacant land. The 2018 assessed valuation of the Service Area (not including the Inclusion Area Boundaries) is \$115,456,230 for purposes of this Service Plan and, at build out, is

expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District currently is zero and no residents are expected in the future.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or 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 is contained within an Approved Development Plan.

## **V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES**

### **A. Powers of the District and Service Plan Amendment.**

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District intends to convey certain major drainways located within the District. The District also intends to enter into an intergovernmental agreement with the City to allow for the District to operate and maintain certain Public Improvements, including, but not limited to, internal streets, common driveways and land- and streetscape associated with those improvements. The District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District Aurora residents free of charge.

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

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or

maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

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

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City.

8. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district(s) will not at any time exceed the Maximum Debt Mill Levy of the District. The District's boundaries overlap the boundaries of Himalaya Water & Sanitation District. Himalaya Water & Sanitation District has consented to the organization of the District and the overlap of boundaries as the water and sanitation improvements, facilities, and services the District may provide will not interfere or duplicate those provided by Himalaya Water & Sanitation District.

9. Total Debt Issuance Limitation. The District shall not issue Debt in excess of Fifty Million Dollars (\$50,000,000).

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

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

12. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District Nos. 1,2,3,4,5,6,8 or 9.

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

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

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

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

14. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Twenty Six Million Dollars (\$26,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

**VI. REGIONAL IMPROVEMENTS**

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

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

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

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

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the

terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

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

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

The District shall have the authority to issue Debt for the Regional Improvements and to refund its existing indebtedness, in an amount not to exceed Fifty Million Dollars (\$50,000,000) pursuant to agreements as described in VI.A, B or C above.

## **VII. FINANCIAL PLAN**

### **A. General.**

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed Fifty Million Dollars (\$50,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including

general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. 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.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

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

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

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

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

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used

herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

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

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the



Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The District's operating costs, including costs of acquiring land, engineering services, legal services and administrative services, will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

**VIII. ANNUAL REPORT**

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1<sup>st</sup> of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.
3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.
4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

#### **IX. DISSOLUTION**

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

#### **X. DISCLOSURE TO PURCHASERS**

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

#### **XI. INTERGOVERNMENTAL AGREEMENT**

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit B**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit B** at its first Board meeting after the approval of this Service Plan by the City. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit B** at the public hearing approving the Service Plan.

## **XII. 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 City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced 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; and
4. The area to be included in the District does have, and 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 the City or county 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 the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.
8. The proposal is in compliance with any duly adopted City, 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 proposed to be served.

**EXHIBIT A**

District Boundaries Map

**EXHIBIT B**

Intergovernmental Agreement between the District and Aurora

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

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

**RECITALS**

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on \_\_\_\_\_ (“Service Plan”); and

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

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

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

**COVENANTS AND AGREEMENTS**

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall have the authority to operate and maintain all on-site irrigation systems through wells the District owns and all internal streets and common driveways not dedicated to the City. The District shall be authorized to operate and maintain other Public Improvements pursuant to an intergovernmental agreement with the City or upon amendment of this agreement.

The District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-

District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District City residents free of charge.

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

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

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

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

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

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City. The District shall

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

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

9. Total Debt Issuance. The District shall not issue Debt in excess of Fifty Million Dollars (\$50,000,000).

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

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

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

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

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

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

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed



a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

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

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

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

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

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

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

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

(b) If the City and the District have not executed an intergovernmental agreement as described above then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an

intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

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

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

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

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

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at

any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

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

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

20. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. The District contains no residential property and has been certifying a debt mill levy since 1982. Accordingly the Maximum Debt Mill Levy Imposition Term described in the Service Plan shall not apply to the District.

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

To the District: Tower Metropolitan District  
1700 Lincoln Street, Suite 2000  
Denver, CO 80203  
Attn: Matthew Dalton, Esq.  
Phone: (303) 839-3800  
Fax: (303) 839-3838

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

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in

the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

22. 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.

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

24. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

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

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

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

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

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

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

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

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

TOWER METROPOLITAN DISTRICT

By: \_\_\_\_\_  
President

CITY OF AURORA, COLORADO

By: \_\_\_\_\_  
Bob LeGare, Mayor

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_



MATT DALTON  
DIRECT DIAL: (303) 839-3706  
mdalton@spencerfane.com

File No. 5106427/2300

August 15, 2019

**VIA ELECTRONIC AND U.S. MAIL**

Vinessa Irvin, Manager  
Office of Development Assistance  
City of Aurora  
15151 E. Alameda Parkway  
Aurora, Colorado 80012  
[virvin@auroragov.org](mailto:virvin@auroragov.org)

Jacob Cox, Senior Project Manager  
Office of Development Assistance  
City of Aurora  
15151 E. Alameda Parkway  
Aurora, Colorado 80012  
[jcox@auroragov.org](mailto:jcox@auroragov.org)

RE: Proposed Service Plan for the Tower Metropolitan District; the Creation of the Tower Business Improvement District; the Approval of the 2019 Operating Plan and Budget for the Tower Business Improvement District; and the Appointment the Board of Directors of the Tower Business Improvement District.

Dear Ms. Irvin and Mr. Cox:

Our firm represents Tower Metropolitan District (the “Tower”) in the City of Aurora, Colorado (the “City”) as well as Majestic Commercenter II, LLC (“MC II”). I am writing on behalf both of our clients to formally request that the City Council (1) adopt a resolution approving a new Service Plan for Tower (the “Service Plan”), and (2) accept the Petition for the creation of the Tower Business Improvement District (the “BID”) and adopt associated ordinances creating the BID and appointing its first Board of Directors.

**TOWER METROPOLITAN DISTRICT SERVICE PLAN**

Tower was organized within the City by order and decree of the District Court of Adams County on March 5, 1980. Tower did not have a service plan originally because of the operation of law at the time, but did file a “statement of purpose” in 1986 pursuant to Colorado Revised Statute Section 32-1-208. Tower has historically provided and operated and maintained street improvements and associated landscaping and storm drainage improvements.



In the last year, significant acreage to the east has been included within Tower and the development plan for all of the property within Tower has been revised as part of the annexation of the new area into the City. In order to accommodate the expanded boundaries, revised phasing and the added costs of the public improvements for the project, Tower needs to amend its 1986 statement of purpose and adopt the City's model service plan. Changes from the original authority of Tower will be to add all of the power and authority of a metropolitan district as is described in the Special District Act and as limited by the City's model service plan. Those limitations include a limit on Tower's ability to issue Debt (\$50,000,000), a Maximum Debt Mill Levy (fifty mills until debt ratios described in the Service Plan are established) and all of the other limitations listed in the Service Plan that are associated with the City's model plan.

[At the same time as Tower's organization a "sister" Himalaya Water and Sanitation District ("Himalaya") was organized with boundaries that were coterminous with those of Tower. All of the water and sewer improvements that have been constructed by Himalaya have been accepted by the City, and today Himalaya exists largely to pay off the debt it originally issued to pay for those improvements. The status of Himalaya is not at issue here and it will continue to exist and operate without regard to the requests described in this cover letter.]

#### TOWER BUSINESS IMPROVEMENT DISTRICT

New acreage (538 acres) owned by MCCII that was included within Tower's boundaries and annexed into the City earlier this year will contain significant industrial and warehouse and distribution facilities. Ground has already been broken on 116 acres for a new Shamrock Foods Company distribution center. Associated with all of the new development is the need for the financing of millions of dollars' worth of power sources and facilities that will serve the development, including without limitation natural gas, electricity and solar installations.

Tower does not have the statutory authority to pay for such improvements. The proposed BID does, and its creation is requested in order to fund those improvements in addition to the services and public improvements allowed under Colorado law for business improvement districts, generally. The provision of these improvements and services will be coordinated with Tower which the boundaries of the BID overlap in part. The BID's activities will neither interfere with nor duplicate those undertaken by Tower though the two entities will have the authority to cooperate in the extension of facilities and improvements beneficial to both, or where efficiencies in the development process may be gained.

As requested by your office, appropriate limitations contained in the City's model service plan have been incorporated in the proposed Operating Plan that operates in many of the same ways to guide the BID's activities. However the fifty mill cap included in the Operating Plan is inclusive of operations and administration costs in addition to debt service. The initial maximum debt authorization is \$10,000,000 though our financial projections indicate that the capacity to raise capital comfortably within the fifty mill cap is significantly greater.

A principal difference between Tower and the proposed BID is that the BID must annually file with the City a new Operating Plan and budget, thus providing the City with greater oversight of the BID's activities, and both the BID and the City with the ability to adjust the limitations or change the focus of the Operating Plan as the needs of the development arise.

As always, we appreciate the City's time and attention to this matter, and we would be happy to



SpencerFane®

answer any questions you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Fane".

SPENCER FANE LLP

cc: Tower Metropolitan District  
Majestic Commercenter, LLC

Enclosure



**EXHIBIT A**  
PROPOSED 2019 AMENDMENT

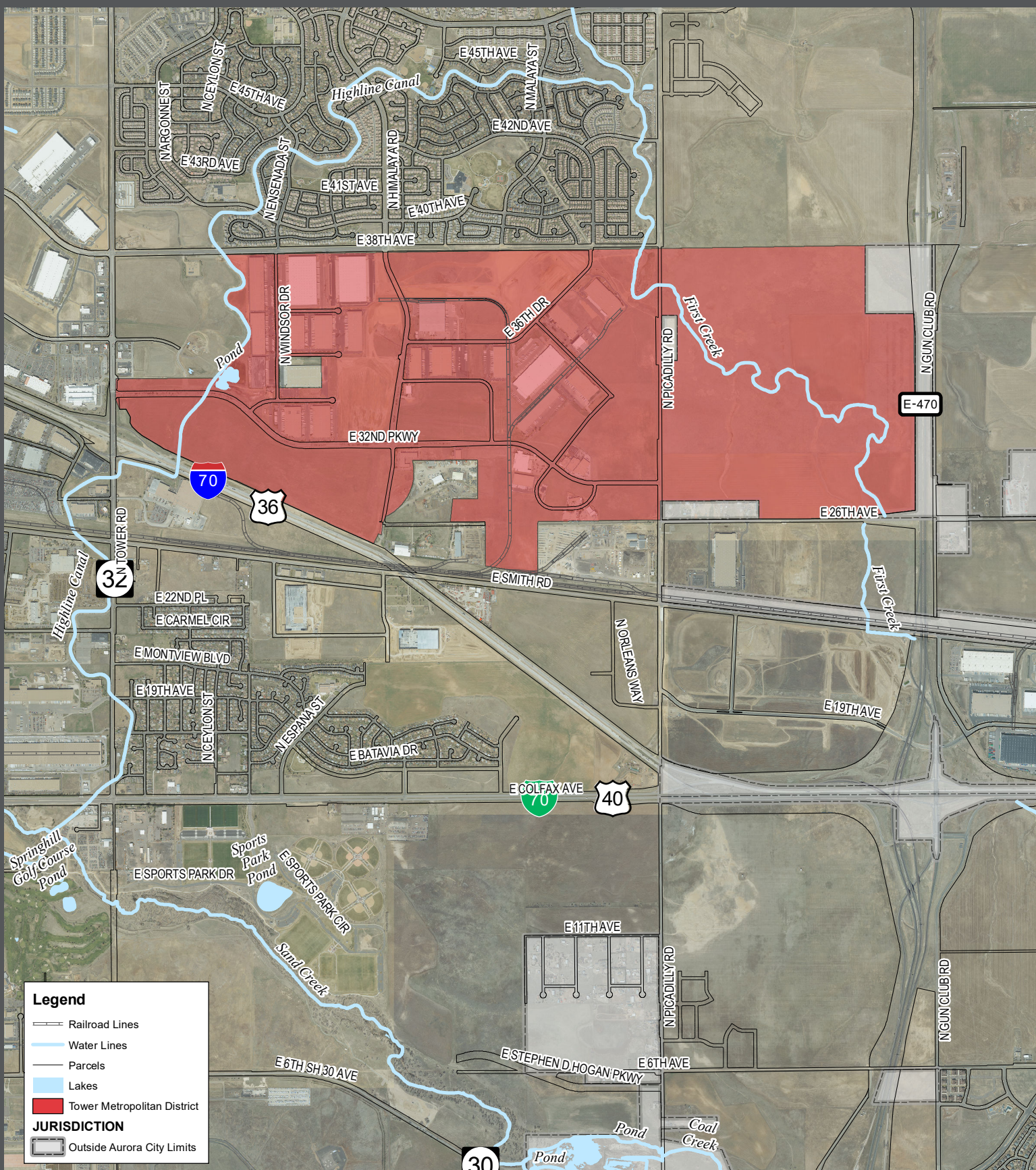


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**EXHIBIT B**

**COMMUNICATION TO PROPERTY OWNERS**





**Legend**

- Railroad Lines
- Water Lines
- Parcels
- Lakes
- Tower Metropolitan District

**JURISDICTION**

- Outside Aurora City Limits

**Planning & Development Services**

15151 E. Alameda Pkwy  
 Aurora CO 80012 USA  
[www.auroragov.org](http://www.auroragov.org)  
 303-739-7250  
[GIS@auroragov.org](mailto:GIS@auroragov.org)

**City of Aurora, Colorado**

2019 Tower Metropolitan District

August 20, 2019





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## Management and Finance Policy Committee Agenda Item Commentary

<b>Item Title:</b> Career Service Commission Overview
<b>Item Initiator:</b> Pat Sylvester
<b>Staff Source:</b> Pat Sylvester, Employee Relations Officer
<b>Deputy City Manager Signature:</b> Nancy Freed
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong Cit

### **ACTIONS(S) PROPOSED** *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

### **HISTORY** *(Dates reviewed by city council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The purpose of the Career Service Commission is to hear and determine Appeals made by an aggrieved employee pursuant to the rules and regulations of the Charter and Ordinances of the City as well as the City Employee Manual. Members of the Commission must be registered electors and residents of the city at least one (1) year immediately preceding the date of their appointment.

### **ITEM SUMMARY** *(Brief description of item, discussion, key points, recommendations, etc.)*

This item will serve to update the Management and Finance Policy Committee on the role and function of the Career Services Commission.

### **QUESTIONS FOR Committee**

N/A Informational Item

### **EXHIBITS ATTACHED:**

Career Service Commission Overview.docx

## Career Service Commission Overview:

The Commission hears and reviews appeals by aggrieved Career Service employees who have been laid off or disciplined by suspension, demotion, fine or dismissal.

The Commission is comprised of five Commissioners as set forth in Section 9-3 of the City Charter. The Career Service Commission is **voluntary** and members serve a six year term.

The appeal to the Commission shall be initiated by a written statement in compliance with the City's Personnel Policies and Procedures Manual. As explained therein, the written statement must set forth the reasons why the disciplinary order should be reversed or modified.

These hearings can be open or closed to the public. This decision is made by the commission on a case by case bases. (Example – Sexual Harassment: Closed Hearing)

An Assistant City Attorney will serve as counsel for the department and the employee who is being disciplined has the option to secure their own outside counsel or the employee can represent themselves.

Data:

### 2016

1. Aurora Water, Termination - Appeal withdrawn by employee
2. Neighborhood Services, Termination - Reached a settlement
3. Neighborhood Services, Three Day Fine - Reach a settlement

### 2017

1. Court Administration, Two week suspension – Upheld
2. Public Works, Termination – Reached a settlement

### 2018

1. Parks, Recreation & Open Space, Termination – Upheld
2. Aurora Water, Termination – Reached a settlement

### 2019

1. Neighborhood Services, Termination - Hearing set for September

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## Management and Finance Policy Committee Agenda Item Commentary

<b>Item Title:</b> Election Commission Update
<b>Item Initiator:</b> Steve Ruger
<b>Staff Source:</b> Steve Ruger
<b>Deputy City Manager Signature:</b> Michelle Wolfe
<b>Outside Speaker:</b> Carolyn Boller, Chair
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong Cit

### **ACTIONS(S) PROPOSED** *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

### **HISTORY** *(Dates reviewed by city council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

This item will serve to update the M&F Committee on recent activities of the Election Commission. The Election Commission recently helped complete Aurora's 2019 redistricting, explored the use of rank choice voting, and worked with certain Council Members on recent issues.

### **ITEM SUMMARY** *(Brief description of item, discussion, key points, recommendations, etc.)*

The activities of the Election Commission directly impact the City's democratic process. In addition, the Election Commission has been particularly active recently and will play a key role in the planning of the 2019 regular municipal election. As such, this presentation will serve to answer questions and update Committee members on key initiatives and discussions.

### **QUESTIONS FOR Committee**

Is there anything else you would like the Election Commission to explore?

### **EXHIBITS ATTACHED:**

2019 Election Commission Overview.docx





### **Election Commission Overview:**

The City Charter establishes the Election Commission and prescribes their membership. Specifically, Section 2-2 of the Charter states:

*There is hereby created a nonpartisan election commission consisting of five (5) members. The members of the election commission shall be registered electors of the city appointed by city council to four-year terms which terms shall be staggered as provided by ordinance. Said appointed members, during their term of office, shall not hold any elective federal, state, county or city office, nor be employed by the city, nor shall they be candidates for any elective office in the city. The election commission shall select a chairman from among its appointed, voting members. The member so selected shall serve as chairman for the duration of his term of office as a member. The city clerk or his designee shall be a nonvoting member of the election commission*

Further, Section 2-3 of the Charter specifies the role and duties of the Election Commission, including the following:

*The election commission shall establish precincts and appoint the election judges for each precinct as provided by the Colorado Municipal Election Law, and shall have charge of all other activities and perform all other duties required of it by law or this Charter.*

*The election commission shall have the power to adopt reasonable rules and regulations not in conflict with the Constitution of the State of Colorado or the Charter and ordinances of the city and to make recommendations to city council on all matters pertaining to elections, including but not limited to, the creation of new ward boundaries.*

*In case of a tie vote on the election for any city office or on any ballot question, the election commission shall determine by lot the person or persons who shall be elected or the outcome of the ballot question. The election commission shall promulgate rules and regulations establishing a procedure by which such determination by lot shall be made.*

Over the past year, the Election Commission has been involved with numerous initiatives, including currently playing a key role in the 2019 Regular Municipal Election. Specific highlights of their efforts include:

1. **Redistricting.** Pursuant to the authority established in the Charter, the Election Commission reviewed and made recommendations to the City Council regarding updating Ward boundaries. The new boundaries were established by ordinance in May 2019 and changed the deviation of population between the various wards from nearly 46% to 9.4%. This helps to ensure residents have equitable representation on City Council.
2. **Election IGA's.** A concern was brought to the Election Commission by a Council Member regarding the new Arapahoe County Clerk's ability to impartially run a coordinated election. The Election Commission was asked to discuss alternatives to a coordinated 2019 election. The Election Commission explored alternate ideas, including the feasibility of Aurora running its own election. Ultimately, the Election Commission recommended certain changes to Aurora's IGA with Arapahoe County to help ensure equitable exchange of information for all municipal candidates.

3. **Campaign Finance.** A Council Member approached the Election Commission in regard to adding additional campaign finance reporting dates. The Election Commission discussed this approach and gave feedback, including highlighting some concerns regarding the reporting requirements for Independent Expenditure Committees.
4. **Rank Choice Voting.** The Election Commission has been approached on several occasions from citizen groups to explore the use of “rank-choice voting.” Throughout the first half of 2019, the Election Commission studied the appropriateness of rank-choice voting for Aurora, including receiving a presentation from Denver’s rank-choice voting expert. At this time, the Election Commission does not recommend moving forward with this approach.

The Election Commission will continue to assist with the 2019 election. In the future, the Election Commission is excited to help with any new initiatives the City Council may bring forward pertaining to elections and will continue to explore election best practices.





## Management and Finance Policy Committee Agenda Item Commentary

<b>Item Title:</b> Overview of Electric Vehicle Program
<b>Item Initiator:</b> Michael Lawson
<b>Staff Source:</b> Michael Lawson, Manager of Special Projects, 303-739-7188
<b>Deputy City Manager Signature:</b> Michelle Wolfe
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 6.4--Provide appropriate stewardship of natural resources to ensure long-term sustainability for the cit

### **ACTIONS(S) PROPOSED** *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

### **HISTORY** *(Dates reviewed by city council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Staff was requested to bring general information on the city’s electric vehicle (EV) program, ‘Drive Electric Aurora’, to the M&F Committee. The request, made by Council Member Bob Roth, followed a complaint from a resident about the city offering no-cost electric vehicle charging to visitors and employees at the Aurora Municipal Center. The no-cost charging is part of a broader citywide effort to encourage both residents and the city itself to introduce more EVs into the Aurora community. EVs emit less greenhouse gas and particulate matter than do their gasoline and diesel-powered counterparts. As a result, all residents benefit.

Since the inception of its EV program in 2013, the city has installed 52 electric vehicle chargers and purchased 23 plug-in hybrid EVs for its fleet. Eight additional chargers are slated for installation in 2020. Since the first chargers were installed at AMC in February 2014, the Drive Electric Aurora program scope has expanded to offer EV charging to visitors to city facilities as well as city employees.

The last briefing on the city’s EV program was given to the M&F committee in May 2017.

### **ITEM SUMMARY** *(Brief description of item, discussion, key points, recommendations, etc.)*

A presentation giving an overview of the Drive Electric Aurora program will be provided to the committee. The presentation details the why the city began integrating EVs into its fleet and how the city's EV program has developed since 2013. The financial impacts associated with operating the program will also be discussed.

Beginning in fall 2017, the city began offering no-cost EV charging to visitors and employees at select locations, including the Aurora Municipal Center. Charging has been included with the price of regular parking at the Hyatt Regency garage and Iliff Station garage since those facilities opened. The no-cost charging has been offered as an incentive to get visitors and employees to purchase EVs. EVs reduce carbon emissions and make the air cleaner for all of Aurora and the wider metro region. Offering no-cost charging is also viewed as a benefit for employees and is a method for attracting high quality talent to the city.

According to a June 2019 survey of city employees, 48% of respondents are considering purchasing an EV while 53% said having EV charging available at their workplace increases the likelihood they will purchase an EV in the future. Of the 55 employees that already own EVs, 58% said having charging available at their workplace played a positive factor in their purchasing an EV.

Since charging was initially offered in February 2014, the city has spent \$14,600 in associated electricity costs. A total of \$3,600 in fee revenue from charging and associated penalties have been recovered. Some of the charging costs has resulted from from official city use. Usage of city EV chargers has gradually increased since charging was made available at no cost in September 2017.

### **QUESTIONS FOR Committee**

Information only

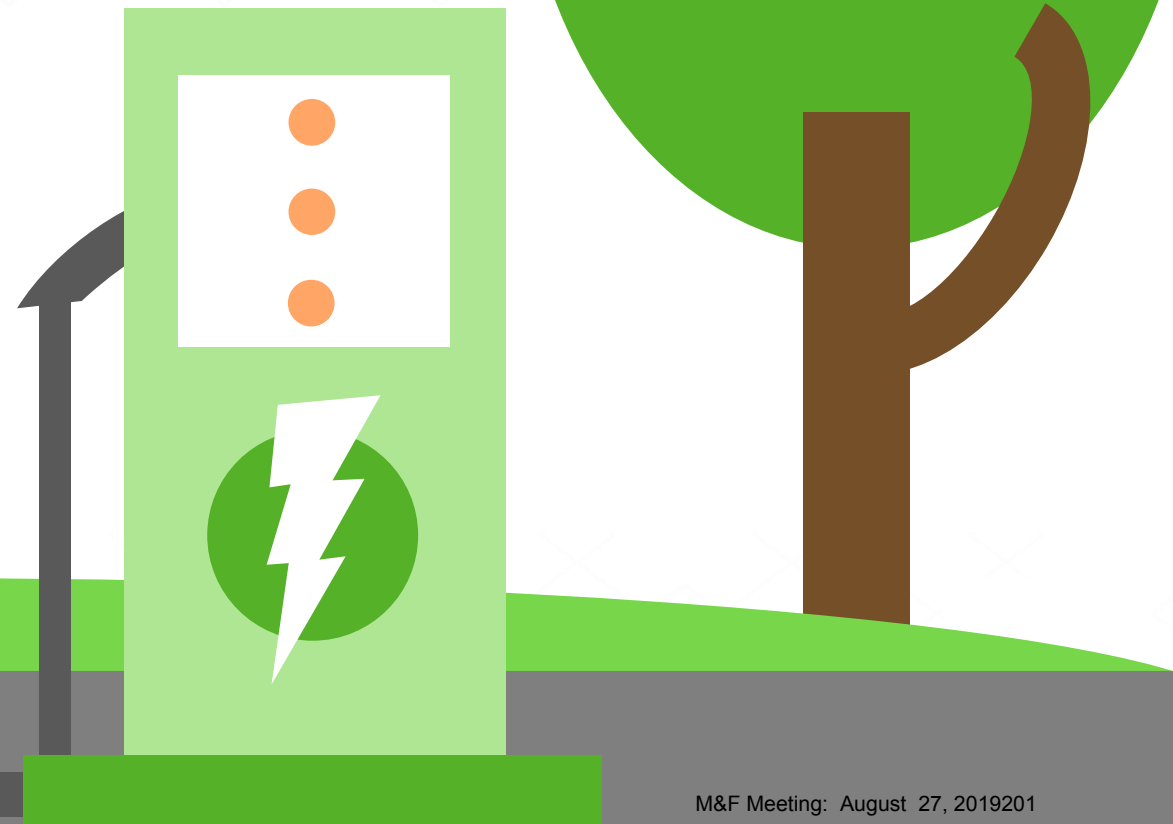
### **EXHIBITS ATTACHED:**

Drive Electric Aurora - MnF presentation 08.27.19.pdf

# DRIVE ELECTRIC AURORA

## Program Briefing

Management & Finance Committee  
August 27, 2019



# At a glance

- 'The why' – motivations for Drive Electric Aurora program
- By the numbers – Aurora's EV infrastructure
- Charging for visitors and employees

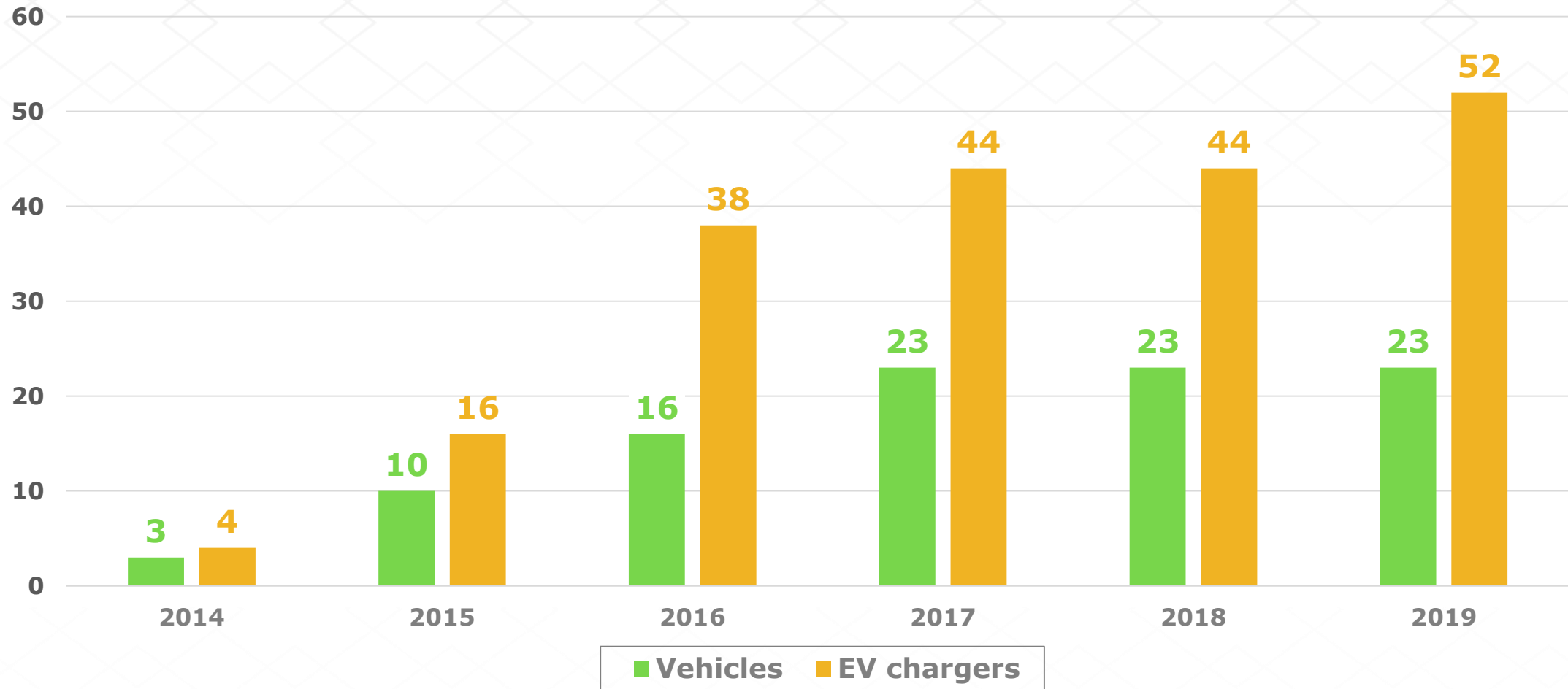


# Why EVs?

- SmartFleet Initiative launched during Great Recession in 2010.
- Two goals for initiative:
  - Reduce fuel costs across all City departments
  - Cut greenhouse gas and particulate emissions
- Five broad strategies, each with several action items:
  - Community partnerships
  - Idling limitation policy
  - Driver education
  - Downsize/right-size the fleet
  - **Purchase green vehicles**
- Recently, EVs are looking more like the future of transportation. It's our responsibility as a city government to be prepared.

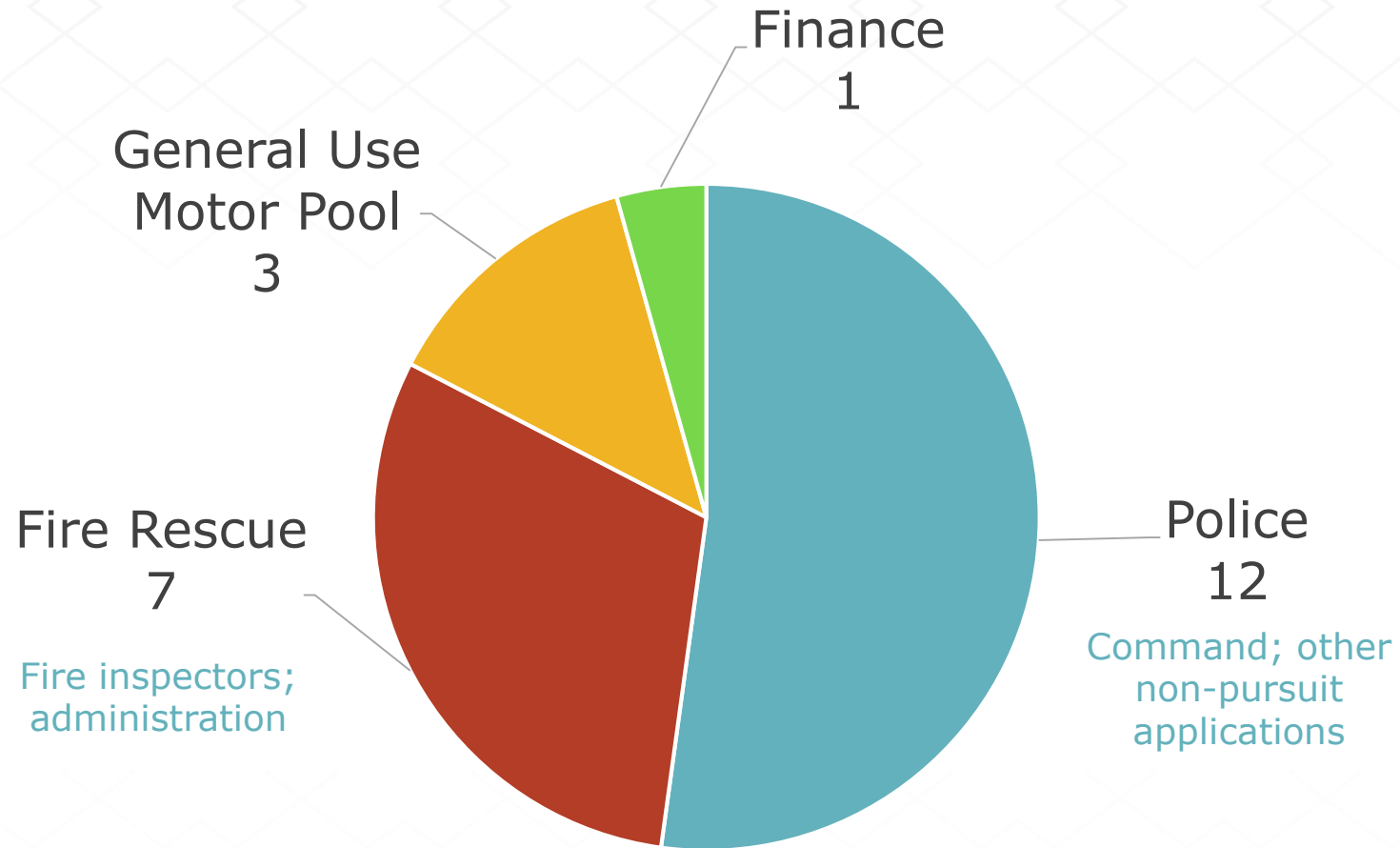


# City EVs and EV chargers – by the numbers





# Several official applications for EVs



# EVSE performance report

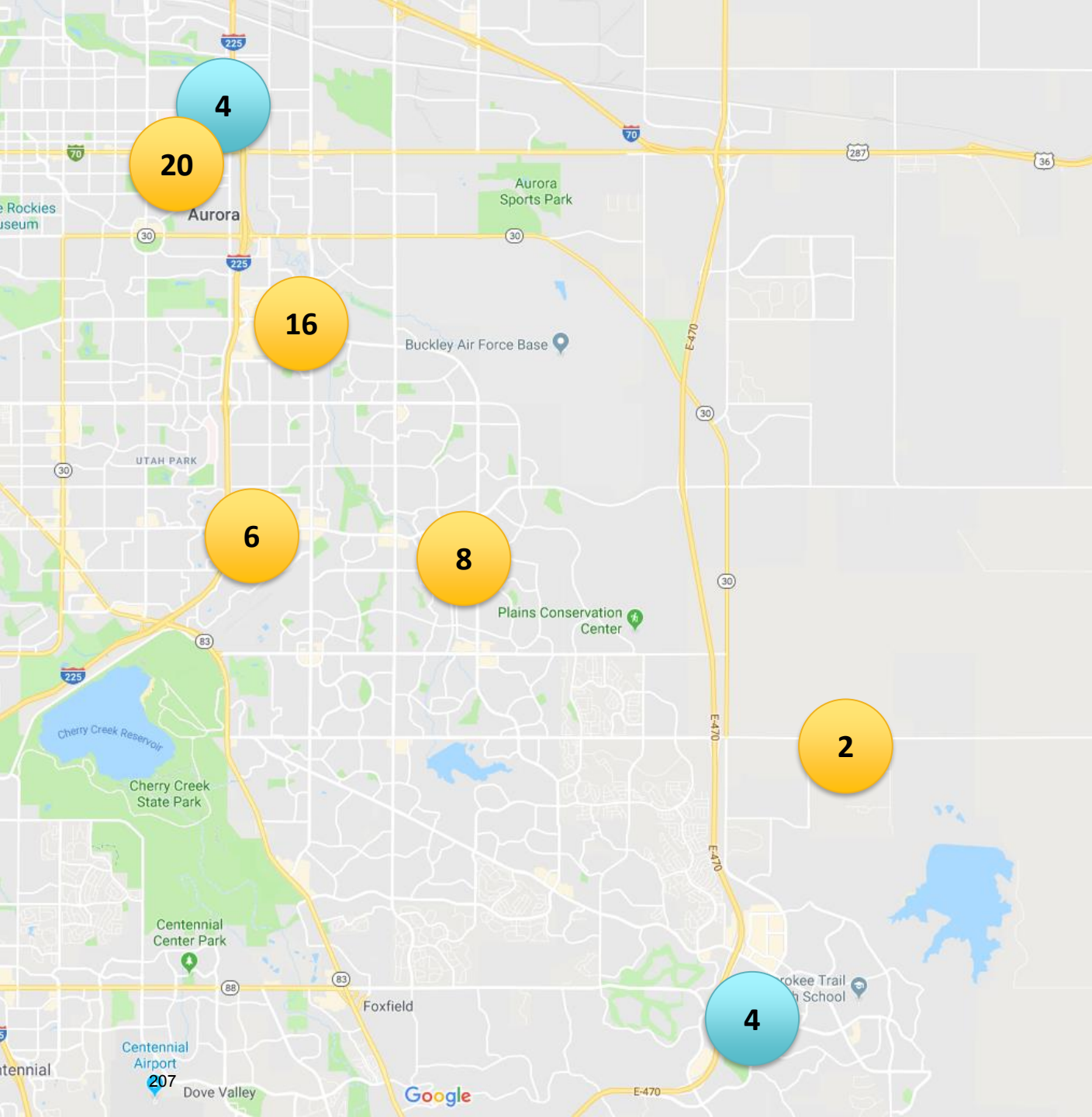
January 2014 – July 2019

## From the 40 City-owned publicly available ports

- 55.8 metric tons of GHG displaced (~6,279 gal of gasoline or 12 cars taken off the road for a year)
- 12,228 total charge-ups
- 55.4 mWh of electricity consumed
- 39 unique drivers in 2014, 70 in 2015, 139 in 2016; 320 in 2017; 542 in 2018; 370 YTD in 2019
- Like planting 1,400 trees and letting them grow for 10 years (ChargePoint)

City fleet is saving 4.5¢ for every EV mile driven—fuel and maintenance. Approximately \$15,200 saved life-to-date (all vehicles).





# EV charger locations

52

## Active EV charging ports

- AMC (16)
- Hyatt garage (20)
- Iliff Station garage (6)
- CAPSTC (2)
- Central Recreation Center (8)

8

## EV charging ports coming soon (2020)

- APD District 1 (4)
- APD District 3/AFR Station 13 (4)



# Role of grants in Aurora's EV program

- Nearly all EV chargers and EVs have been funded through grants available through Regional Air Quality Council (RAQC).
  - Award of \$8,300-9,000 per charger.
  - Award of \$5,000-\$6,000 per vehicle.
  - About \$335,000 total awarded since 2014.
- Grant covers charging equipment; City matches with installation costs.
- EV grant covers incremental cost versus gasoline-powered equivalent.
- City staff has made connections between private businesses and RAQC in effort to deploy more chargers.



# EV charging costs and revenues

- Electricity cost: ~\$0.11/kWh
- City assessed fee to re-charge until Sept 2017; currently assesses penalty to encourage turnover.
- Current charging rules:
  - Visitors and employees at AMC, Central Rec, CAPSTC charge free until battery full
    - \$2/hour penalty for remaining parked and plugged in (after grace period)
  - Paying visitors at Hyatt, Iliff garages charge free with no penalties
- Since EV charging was first offered in Feb 2014:
  - \$14,600 in electricity costs (public and some official use)
  - \$3,600 in revenue collected





# Benefits of offering EV charging

- Encourages adoption of EVs that emit less greenhouse gases and particulate matter than gasoline vehicles. The result is cleaner air for all Aurora and wider region.
- EV charging has helped reduce City fleet fuel costs.
  - City saves about \$0.04 per mile driven in EV versus gasoline-powered equivalent.
- Workplace charging as employee benefit; tool to attract and retain high quality employees.
- Positive attention for the City
  - Recognized as RAQC 'Wired Workplace' in May 2017—first municipality in Colorado.



# Other metro area cities offering no-cost charging

- Denver
- Boulder
- Golden
- Edgewater
- Westminster
- Littleton
- Lafayette



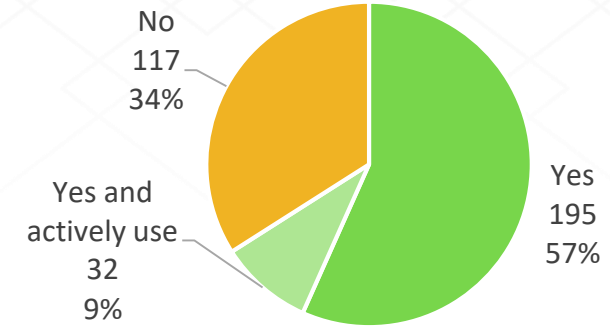
# Employee EV survey (June/July 2019)

- Second such survey (2017).
- All employees surveyed, **345** responded.

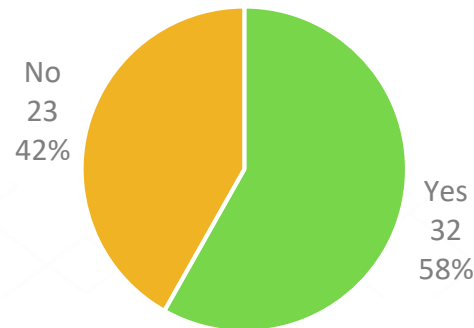
1. Drive or are considering driving an EV?



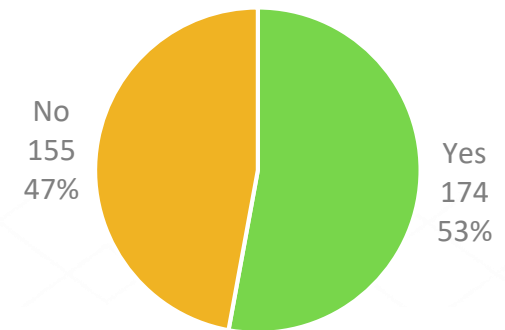
2. Aware City offers no-cost charging?



3. EV charging at work significant factor in acquiring EV? (current drivers only)



4. EV charging at work increase probability of acquiring EV? (non-drivers only)





# Questions?



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## Management and Finance Policy Committee Agenda Item Commentary

<b>Item Title:</b> GERP UPDATE
<b>Item Initiator:</b> Terri Velasquez
<b>Staff Source:</b> Terri Velasquez
<b>Deputy City Manager Signature:</b> Michelle Wolfe
<b>Outside Speaker:</b> Steve Shanks, GERP Plan Administrator
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong Cit

### **ACTIONS(S) PROPOSED** *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

### **HISTORY** *(Dates reviewed by city council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

This item is to provide an update to the Management and Finance Policy Committee regarding the General Employee Retirement Pension Plan (GERP)

### **ITEM SUMMARY** *(Brief description of item, discussion, key points, recommendations, etc.)*

Steve Shanks, GERP Plan Administrator, will present to the Committee an overview of the plan and the funding progress of GERP.

### **QUESTIONS FOR Committee**

N/A Informational.

### **EXHIBITS ATTACHED:**

GERP MF Committee 8-27-2019.pdf



# General Employees' Retirement Plan Annual Update

Steve Shanks, Pension Plan Administrator  
August 27, 2019

**GERP** | City of Aurora  
General Employees'  
Retirement Plan

1

# GERP Basics

- Created in 1967 for the exclusive benefit of employees of the City and their beneficiaries
- Covers general employees which excludes fire, police and elected officials
- A defined benefit plan designed to provide a steady monthly income in retirement
- Managed by seven voting trustees with input from four non-voting representatives of the City

# GERP Snapshot

	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>Change</u>
<u>Actuarial Value Plan net assets:</u>	\$457,124,471	\$474,289,088	\$17,164,617
<u>Unfunded liability:</u>	\$22,845,085	\$34,628,169	\$11,783,084
<u>Actuarial funded ratio:</u> (actuarial value assets ÷ actuarial liability)	95.2%	93.2%	(2.0%)
Required contribution rate	13.0%	13.5%	0.5%
Actual contribution rate	<u>14.0%</u>	<u>14.0%</u>	<u>0.0%</u>
Difference	1.0%	.5%	0.5%

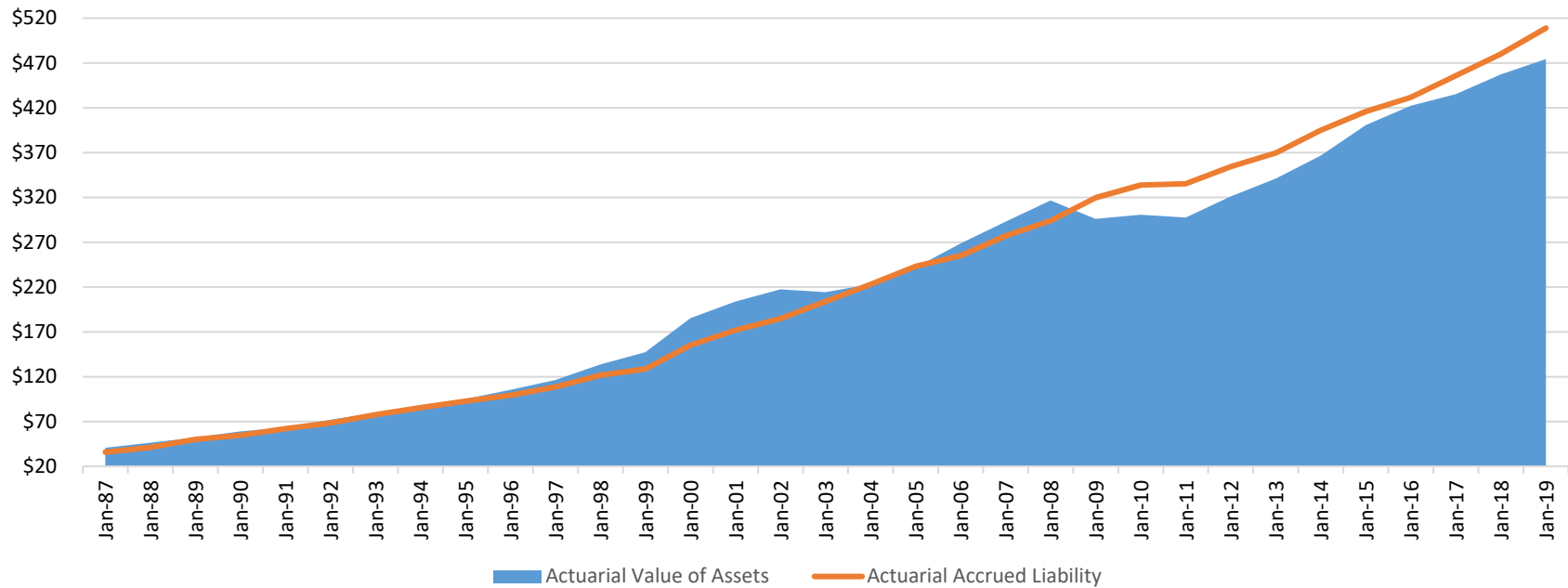
According to the Milliman 100 Public Pension Funding

Index, as of the end of 2018 only eight of the 100 largest defined benefit plans sponsored by

U.S. governments remained above 90% funded.

# GERP Funded Status History

Actuarial Value of Assets Compared to Actuarial Liability  
in millions



As of January 1, 2019

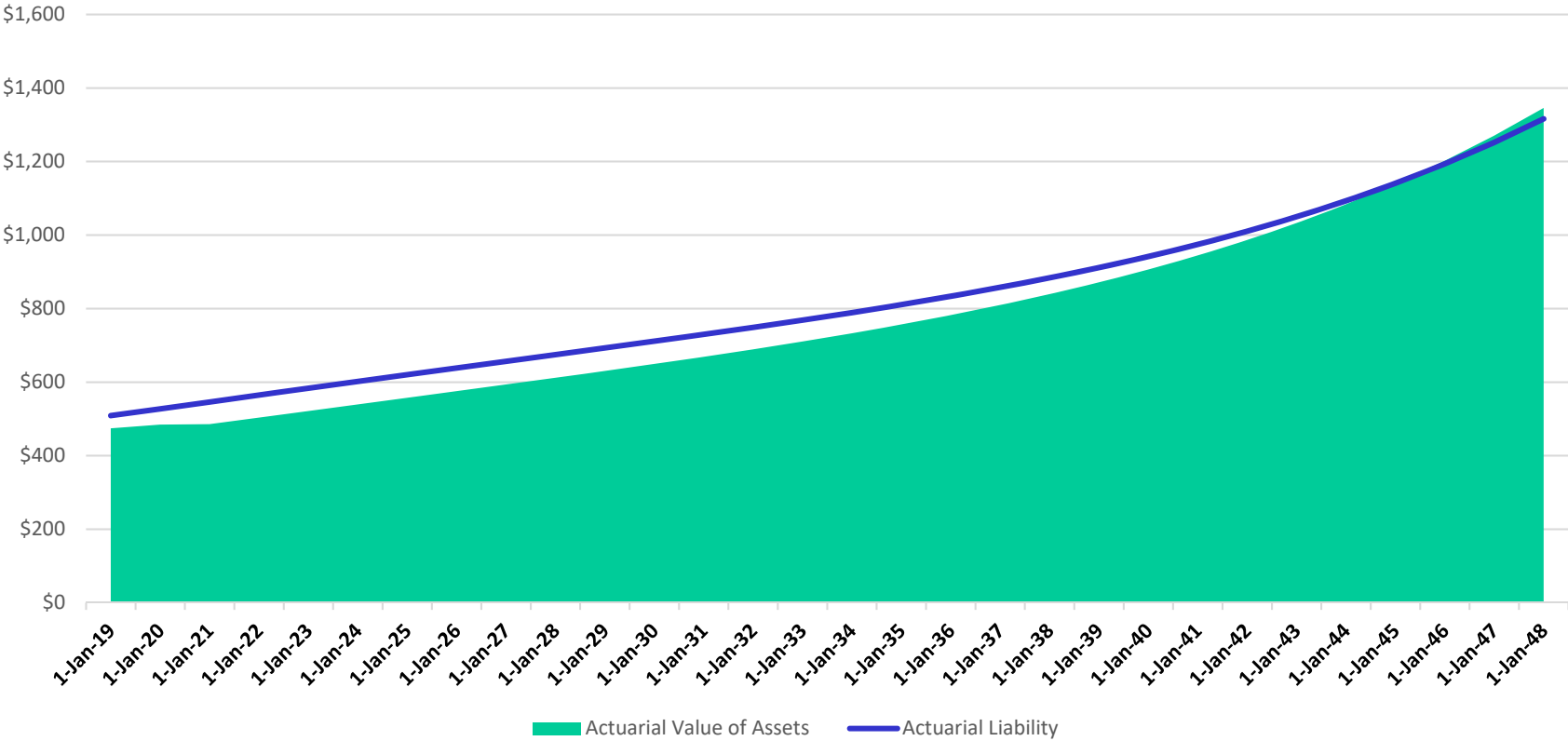
Actuarial Value of Assets: \$474,289,088

Actuarial Value of Liabilities: \$508,917,257

Actuarial Value of Assets Funded Ratio: 93%

# GERP Funded Status Projection

Projection of Actuarial Asset Value to Actuarial Liability  
(in millions)

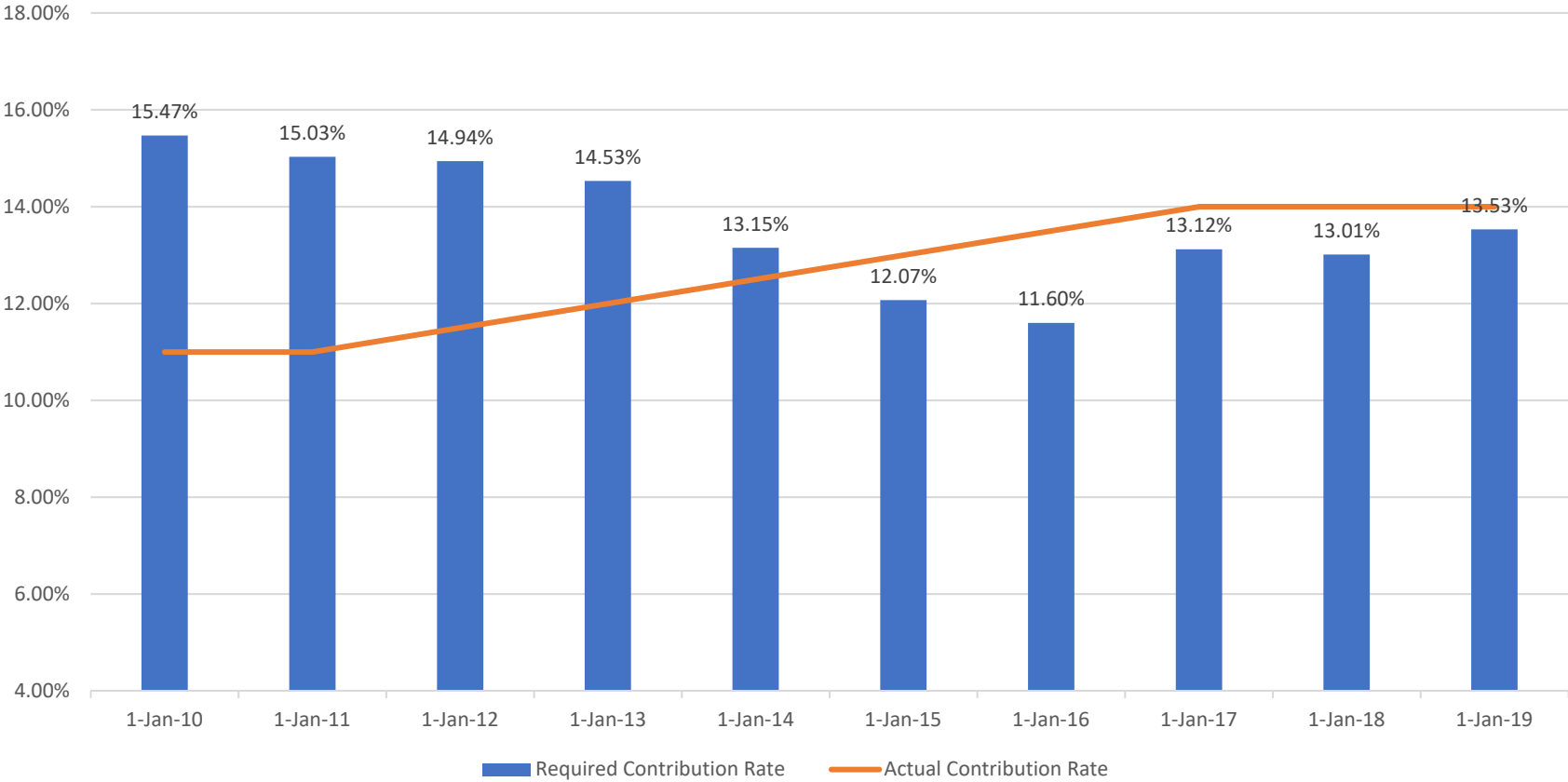


**Under current actuarial assumptions, GERP is projected to be 100% funded by the end of 2044**



# Contribution Rate is Sufficient

Contribution Rate History



**Graduated increase from 11% combined employee and employer to 14% has met actuarial determined contribution rate**

# GERP Returns as of December 31, 2018

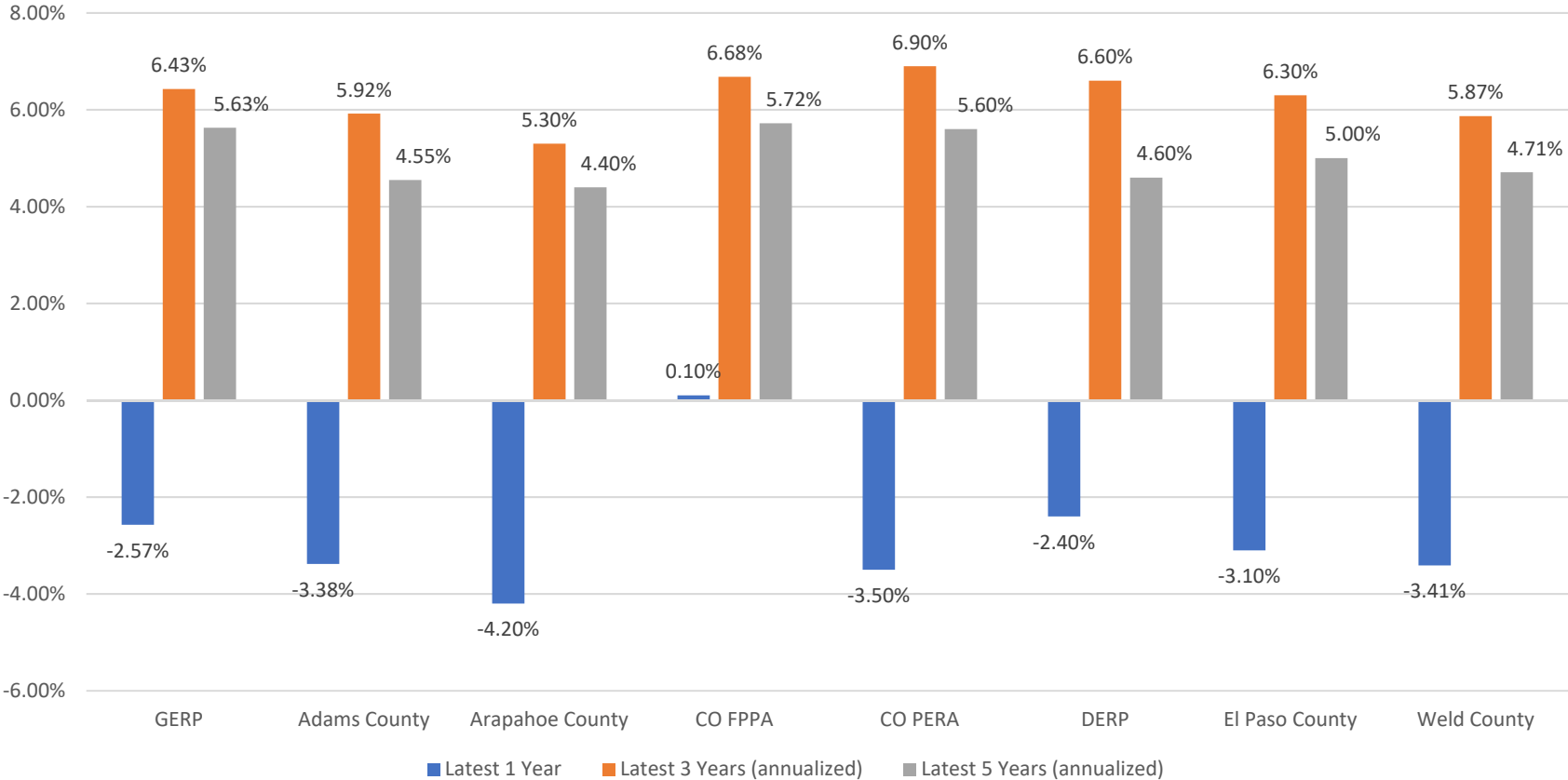
	Latest 1 Year	Latest 3 Years (annualized)	Latest 5 Years (annualized)	Latest 10 Years (annualized)
GERP return	(2.57)%	6.43%	5.63%	8.47%
Policy target return	(2.08)%	6.19%	5.26%	8.15%
Median public fund	(4.30)%	5.80%	4.54%	8.42%

**U.S. stocks had their worst year in a decade, and December 2018 was the worst month for the Dow Jones Industrial Average and the S&P 500 since 1931.**

***GERP's Actuarial Assumed Long-term Rate of Return is 7.25%***

# Comparison to Local Plans

Colorado Defined Benefit Plans



# Actuarial Liability Increased

## – Actuarial changes affecting the liability

- Retirees are living longer than actuarial assumption
- Employees are staying on the job longer than expected
- GERP's investments performed under actuarial assumed rate
- Employee salaries increased more than actuarial assumption
- Retiree Cost of living increased more than actuarial assumption

# Growth of GERP

Category	2009	2018	Percent Increase
Number of Retirees and Beneficiaries	574	1,078	87.80%
Total Number of Members (active & retired)	2,198	2,832	28.84%
Contributions	9,586,586	15,270,419	59.29%
Benefits Paid to Participants	11,600,943	24,228,316	108.85%
Administration Expense	540,543	555,220	2.72%
Actuarial Value of Assets	300,704,227	474,289,088	57.73%
Unfunded Actuarial Liability	33,127,723	34,628,169	4.53%
Administration as Percent of Assets	0.18%	0.12%	

**Benefits paid to participants have more than doubled in ten years, but the cost to administer the Plan and the unfunded actuarial liability remain low**

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## Management and Finance Policy Committee Agenda Item Commentary

<b>Item Title:</b> Information Only
<b>Item Initiator:</b> Mike Shannon
<b>Staff Source:</b> Mike Shannon, Manager Debt and Treasury X37538
<b>Deputy City Manager Signature:</b> Michelle Wolfe
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong Cit

### **ACTIONS(S) PROPOSED** *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

### **HISTORY** *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Beginning in 2010, a number of debt prepayments have occurred for both water and sewer resulting in significant savings, a ratings increase for water by Fitch in 2012, and no rate increases for water rate payers from 2011 to 2016. Cumulative prepayments have resulted in a \$166 million reduction in debt (\$140 million water and \$26 million sewer) resulting in \$47 million in savings, and NPV benefits ranging from 18-65%. The threshold NPV is 3%. All of these transactions have been accomplished to the benefit of the rate payers without impairing the liquidity of the enterprises to perform their duties.

### **ITEM SUMMARY** *(Brief description of item, discussion, key points, recommendations, etc.)*

In the summer of 2016 when all of water's debt was refinanced, one piece of the new debt was structured as a \$45 million Step Coupon Bond. The purpose of this particular bond was to provide water the opportunity to voluntarily pay off debt early, with no penalty. The earliest payoff date for this debt is August 1, 2019. More details are provided in the attached memos.

Given water's strong financial performance since the summer of 2016 and high current liquidity, the decision has been made to exercise this optional prepayment on September 18th following a 30 day conditional notice. By making this prepay, water will have NPV savings of \$17.5 million or 39%.

**QUESTIONS FOR Committee**  
Information Only

**EXHIBITS ATTACHED:**

- A. 2019 Water Prepayment Recommendation 7 29 2019.pdf
- B. Aurora - Water Prepay Discussion - 7.29.2019.pdf
- C. Aurora Water Debt Service Comparison after Pre-Pay Step Coupon.pdf





Administration  
15151 E. Alameda Parkway, Ste. 5700  
Aurora, Colorado 80012  
303.739.7055

*Worth Discovering • auroragov.org*

To: Marshall Brown, Water General Manager  
From: Terri Velasquez, Finance Director  
Date: July 29, 2019  
Subject: Water Prepayment

The Debt and Treasury Manager, Mike Shannon and I have reached out to the city's Financial Advisor, Hilltop Securities, per your request and attached is their memo that recommends moving forward with the prepayment of Water department debt in the amount of \$45 million.

At the time of the 2016 refinancing of the Water department debt, a step coupon was put in place that would allow for the prepayment of the debt based on available cash of the Water fund. Current cash balances exceed \$200 million. In 2016, the cash balances were approximately \$146.5 million at the end of 2016. Based on history, the Water fund cash will be replenished within a short period of time.

In addition, the capital requirements for the Water department continue to be uncertain which we understand can be challenging. Generally, the Finance department does not issue debt until after project design is nearer completion and project costs are more certain.

Water's customer base continues to grow with over 86,800 customers (up over 5% since 2015). With the prepayment of \$45 million Finance anticipates debt to decrease over 10% and per capital debt to decrease by 15% compared to 2015.

In addition to reaching out to the city's Financial Advisor, I also spoke with Dan Lynch from Kutak Rock, the city's Bond Counsel. Dan also recommended the prepayment of debt by the Water department for excess Water funds.

Based on the information provided to you, Finance's recommendation is to move forward with the prepayment on August 1<sup>st</sup>.

c: Michelle Wolfe, Deputy City Manager  
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**Date:** July 29, 2019  
**To:** Terri Velasquez, Director of Finance  
City of Aurora, Colorado  
**Subject:** Prepayment of Series 2016 Utility Enterprise Step Coupon Bonds

**Overview**

In summer 2016, the Aurora Utility Enterprise (the “Enterprise”) issued \$437,025,000 of First-Lien Water Refunding Revenue Bonds, Series 2016 (the “Series 2016 Bonds”). Included in the total par amount was a \$45 million step coupon term bond which has a final maturity of 2046 but is callable at par on August 1, 2019, and any date thereafter. The step coupon term bonds were originally issued with a coupon rate of 2.00%, which escalates on the schedule shown below.

Series 2016 Bonds – Step Coupon Term Bonds Due 8/1/2046		
From	To and Including	Interest Rate
August 16, 2016	July 31, 2019	2.000%
August 1, 2019	July 31, 2026	2.250%
August 1, 2026	July 31, 2031	3.500%
August 1, 2031	July 31, 2041	4.500%
August 1, 2041	August 1, 2046	5.000%

The Enterprise is considering the defeasance of this maturity with available cash on hand with the Water Fund. It is our understanding that the Enterprise’s Water Department has potential capital projects of approximately \$100 million beginning in 2022 however the exact size and timing of those capital needs are not fully identified at this time. The following discussion summarizes the pros and cons of defeasing the \$45 million of Series 2016 Bonds with cash now versus two years from now when the Enterprise anticipates issuing additional Water Revenue Bonds for capital projects.

**Rating Implications**

The Enterprise’s Water Revenue Bonds are currently rated AA+ by both S&P and Fitch. To determine the impact of the contemplated defeasance, we have analyzed the potential change to a select number of rating metrics for the two options to analyze the potential rating implications. There are two main rating categories that would be impacted by such a defeasance – days cash on hand and debt outstanding.

*Days Cash on Hand*

As of FY2018, the Enterprise’s Water Fund had 1,131 days cash on hand and approximately \$200.6 million of actual cash. Fitch assigns a score of “Stronger” for days cash and days working capital equal to one year

or more and S&P assigns the highest score of “1” for days cash greater than 150 days and actual cash greater than \$75 million. If the Enterprise were to utilize \$45 million of cash today to defease the step coupon bond, the Enterprise’s days cash on hand would be reduced to 877 days and actual cash would be reduced to approximately \$155.6 million, based on FY2018 audited results. As a result, the use of cash would not have a detrimental effect on the Enterprise’s rating given both metrics are still well above the current rating thresholds.

*Debt Metrics*

Each rating agency utilizes different debt metrics to value the Enterprise’s debt burden for the Water Enterprise. Fitch utilizes debt per customer and debt per capita as the two main measures of an entity’s debt burden whereas S&P utilizes a ratio called “debt to capitalization”, which is a ratio of an entity’s debt to overall debt and net position. As of August 1, 2019, the Enterprise will have \$437,025,000 of par outstanding for the Enterprise’s Water Enterprise Fund. The applicable metrics and Fitch criteria can be seen in the table below, which assumes the number of customers for the water system and population listed in the FY2018 CAFR.

Aurora’s Fitch Debt Metrics Comparison			
	No Defeasance	\$45 Million Defeasance	“Stronger” Fitch Metric
Debt Outstanding	\$437,025,000	\$392,025,000	--
Debt per Customer	\$5,073	\$4,550	\$1,500 or less
Debt per Capita	\$1,168	\$1,048	\$500 or less

As shown in the table, the Enterprise’s debt metrics for the Water Fund are already elevated above the highest rating levels for Fitch. This was also referenced in the rating report from 2016, which noted that the debt per capita was more than 3.2x over similarly rated credits.

S&P utilizes a statistic referred to as “Debt to Capitalization” to assess the debt burden for a water utility. This metric is calculated by dividing the total debt outstanding by the total debt plus the fund’s net position. Currently S&P has assigned a score of “Very Strong” or 2 for that metric and to achieve a score of “1,” the Enterprise would need to have a ratio below 20%. Utilizing the net position shown in the FY2018 CAFR, the Enterprise’s current Debt to Capitalization ratio is 23.7%. If the Enterprise were to defease the step coupon bond, the ratio would be reduced to 21.8%.

While the Enterprise’s debt metrics would not immediately move to the next category from a defeasance of the step coupon bond, the Enterprise would be able to reduce debt metrics to be more in line with the Enterprise’s current rating.

**Investment Income vs. Interest Cost**

A decision of whether to defease the step coupon bond now versus two years from now should also consider the difference in the investment earnings expected over the next two years versus the interest cost of the bonds. Beginning August 1, 2019, the Enterprise’s interest cost on the \$45 million of par for the step coupon bond will increase to 2.25%. The Enterprise is currently earning an annual investment return of 2.21% on the \$45 million of cash in the Water Enterprise Fund. The table below summarizes the difference in interest earnings expected over the next two years compared to the interest cost on the bonds outstanding. As can be seen in the far right column, the Enterprise would pay more in interest over the next two years than it would earn on investments at the assumed rate if it remained stable over the next two years. Given recent dialogue from the Federal Reserve it appears likely that they will lower short-term interest rates in the near future given economic uncertainty. If that occurs the Enterprise’s investment earnings rate of 2.21% would likely fall.

	Beginning Balance	Invested Interest Rate	Interest Earnings	Ending Balance		Interest Cost on Bonds	Difference
Year 1	\$45,000,000	2.21%	\$994,500	\$45,994,500		\$1,012,500	-\$18,000
Year 2	\$45,994,500	2.21%	\$1,016,478	\$47,010,978		\$1,012,500	\$3,978
Total			\$2,010,978			\$2,025,000	-\$14,022

### Summary and Recommendation

The Aurora Utility Enterprise has very strong overall financial metrics which has led to high ratings of AA+ from both S&P and Fitch. The factors that have led to the strong ratings include strong debt service coverage and high cash balances. Current cash balances far exceed the levels sought by the rating agencies for the highest score for that rating factor and will continue to do so even after a potential use of \$45 million to prepay the Step Coupon Bond. One area of weakness for the Enterprise is the overall debt burden and amortization rate of outstanding bonds which have been mentioned as a negative, particularly by Fitch. Utilizing some of the Enterprise's available cash balance to prepay the Step Coupon Bond will help reduce the overall debt burden and increase the pace of amortization of the outstanding debt. Additionally by defeasing the Step Coupon Bond the Enterprise will save over \$42 million in interest costs between now and the final maturity in 2046.

Since the issuance of the Series 2016 Bonds the Enterprise has been able to accumulate additional balances in unrestricted cash and that trend is expected to continue over the short-term providing the Enterprise the ability to recoup the \$45 million used to defease to the Step Coupon Bond. While there are potential capital funding needs in 2022 of approximately \$100 million the exact timing and total funding needs and sources of those projects are not certain. Assuming the current rate structure is unchanged the Enterprise will likely generate a significant portion of the funding needs by the time the projects are expected to begin.

Based on the discussion above we recommend the Enterprise use a portion of the existing available fund balance to defease the Series 2016 Step Coupon Bond. We feel the lower debt burden of the Enterprise will be viewed positively by the rating agencies while the lower cash balances will not negatively impact the rating if the Enterprise continues to increase fund balances as expected.

**City of Aurora, Colorado**  
**Water Debt**

*Summary of Outstanding Obligations as of August 1, 2019*

	<u>TOTAL ANNUAL DEBT SERVICE</u>		
	Series 2016	Series 2016 After Pre- Payment of Step Coupon	Savings
2020	21,398,550	20,386,050	1,012,500
2021	23,868,300	22,855,800	1,012,500
2022	26,335,550	25,323,050	1,012,500
2023	28,802,300	27,789,800	1,012,500
2024	28,801,800	27,789,300	1,012,500
2025	28,802,800	27,790,300	1,012,500
2026	28,800,550	27,788,050	1,012,500
2027	28,802,300	27,227,300	1,575,000
2028	28,801,550	27,226,550	1,575,000
2029	28,800,800	27,225,800	1,575,000
2030	28,798,550	27,223,550	1,575,000
2031	28,798,300	27,223,300	1,575,000
2032	28,798,300	26,773,300	2,025,000
2033	28,799,750	26,774,750	2,025,000
2034	28,801,500	26,776,500	2,025,000
2035	28,799,250	26,774,250	2,025,000
2036	28,801,250	26,776,250	2,025,000
2037	28,800,250	26,775,250	2,025,000
2038	28,799,950	26,774,950	2,025,000
2039	28,799,400	26,774,400	2,025,000
2040	28,802,050	26,777,050	2,025,000
2041	28,800,900	26,775,900	2,025,000
2042	28,799,500	18,404,500	10,395,000
2043	28,800,900	18,408,150	10,392,750
2044	28,798,000	18,402,750	10,395,250
2045	28,798,650	18,407,400	10,391,250
2046	28,800,200	18,405,200	10,395,000
<b>Total</b>	<b>762,811,200</b>	<b>675,629,450</b>	<b>87,181,750</b>