

**RESOLUTION APPROVING FIRST AMENDMENT TO AGREEMENT BETWEEN
NORTHERN INFRASTRUCTURE GENERAL IMPROVEMENT DISTRICT AND
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT AND ITS
ENTERPRISE FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION AND
MAINTENANCE OF WATER LINES, WASTEWATER LINES, ACCESSORIES AND
APPURTENANCES THERETO**

NO. GID 2013-03

WHEREAS, the Commerce City Northern Infrastructure General Improvement District (the "NIGID") is a public improvement district and a body corporate duly organized pursuant to Part 6, Article 25, Title 31, Colorado Revised Statutes, and Ordinance 1212 of the City of Commerce City, Colorado (the "City") adopted by the Council of the City (the "City Council") on August 18, 1997 ("Ordinance 1212");

WHEREAS, the South Adams County Water and Sanitation District ("SACWSD") is a special district organized and existing under and by virtue of the laws of the State of Colorado authorized to provide water and wastewater services, and SACWSD provides such services by and through its water activity enterprise, the SACWSD Enterprise, pursuant to C.R.S. § 37-45.1-101, *et seq.*;

WHEREAS, the NIGID and SACWSD are parties to that certain intergovernmental "Agreement between Northern Infrastructure General Improvement District and South Adams County Water and Sanitation District and its Enterprise for the Purpose of Construction, Installation, and Maintenance of Water Lines, Wastewater Lines, Accessories and Appurtenances Thereto" dated April 27, 1998 (the "Agreement");

WHEREAS, Section 5 of the Agreement sets forth various requirements for lands to receive a water supply or wastewater service from or through any facilities or capacity constructed as part of the Project (defined therein);

WHEREAS, the NIGID and SACWSD have agreed that lands included into the ECAGID are not required to include into the NIGID unless explicitly required by the City and that lands included into the ECAGID may utilize facilities or capacity funded by the NIGID, in addition to facilities funded by the ECAGID, provided that the landowner is approved by the ECAGID and SACWSD, subject to such terms and conditions as the ECAGID and SACWSD may impose;

WHEREAS, the NIGID and SACWSD have determined that Section 5(d) of the Agreement, which required landowners who used facilities funded as part of the Project to comply with the "Declaration of Covenants and Restrictions" between the landowner and United Power, Inc., is no longer relevant;

WHEREAS, Section 10 of the Agreement provided that when all indebtedness incurred for construction and installation of the Project was paid and satisfied in full, ownership of the Project would be transferred to SACWSD;

WHEREAS, the NIGID issued bonds to pay for the water and wastewater facilities of the Project in 1998 (the "Original Bonds"), with an initial maturity date of December 1, 2017;

WHEREAS, the NIGID refinanced the Original Bonds in 2002, which consequently extended the maturity date until 2031;

WHEREAS, the NIGID changed the bond debt schedule again at the time the NIGID issued additional bonds in 2006 to fund road improvements for the NIGID;

WHEREAS, the NIGID has determined that but for the refinance and the use of NIGID revenue to pay for other public improvements, the indebtedness for the Project would have been paid in full in 2019;

WHEREAS, the NIGID and SACWSD have therefore agreed that the Project will be conveyed to SACWSD no later than December 31, 2019, as initially intended;

WHEREAS, Section 15 of the Agreement states, in part, that once all indebtedness incurred for construction and installation of the Project are paid in full and ownership thereof has been transferred to SACWSD, the NIGID and SACWSD shall confer regarding whether the NIGID will continue to exist;

WHEREAS, the NIGID and SACWSD have determined that the NIGID should continue in existence until the purposes of the NIGID, as determined by its Board, have been fulfilled;

WHEREAS, in consideration of the foregoing, the NIGID and SACWSD have determined that certain amendments to the Agreement should be made at this time; and

WHEREAS, accordingly, the NIGID and SACWSD have agreed to enter into the attached First Amendment to Agreement for the Purpose of Construction, Installation and Maintenance of Water Lines, Wastewater Lines, Accessories and Appurtenances Thereto (the "Amendment").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF COMMERCE CITY NORTHERN INFRASTRUCTURE GENERAL IMPROVEMENT DISTRICT AS FOLLOWS:

1. The Amendment is hereby approved.
2. The Ex-Officio Chairperson and Secretary are hereby authorized and directed to sign and attest the Amendment on behalf of the NIGID.

RESOLVED AND PASSED THIS 20TH DAY OF MAY, 2013.

COMMERCE CITY NORTHERN
INFRASTRUCTURE GENERAL
IMPROVEMENT DISTRICT

Sean Ford, Ex-Officio Chairperson

ATTEST:

Laura J. Bauer, CMC, Secretary