

ORDINANCE/RESOLUTION REQUEST

**All fields must be completed.*
Incomplete request forms will be returned to sender which may cause a delay in processing.*

Date of Request: 4/16/2015

Please mark one: **Bill Request** or **Resolution Request**

1. Has your agency submitted this request in the last 12 months?

Yes No

If yes, please explain:

2. **Title:** *Project Improvement Reimbursement Agreement; Aviation Station North Metropolitan District No. 1 and Smith Metropolitan District No. 1*

3. **Requesting Agency:** Department of Aviation

4. **Contact Person:** *(With actual knowledge of proposed ordinance/resolution.)*

- **Name:** Amy Raaz
- **Phone:** (303) 342-2201
- **Email:** Amy.Raaz@flydenver.com

5. **Contact Person:** *(With actual knowledge of proposed ordinance/resolution who will present the item at Mayor Council and who will be available for first and second reading, if necessary.)*

- **Name:** Dan Poremba
- **Phone:** 303-342-2260
- **Email:** Dan.Poremba@flydenver.com

6. **General description of proposed ordinance including contract scope of work if applicable:**

This agreement sets up the language and source of reimbursement to DIA for funding \$17MM of the Project Improvements. DIA shall be reimbursed the full principal amount of \$17MM at 5% annual interest up to a maximum of \$35,600,000 over 40 years from Mill Levys setup by Aviation Station Mill Levy Ten and Smith Mill Levy Ten.

***Please complete the following fields: (Incomplete fields may result in a delay in processing. If a field is not applicable, please enter N/A for that field.)*

a. **Contract Control Number:** 201521613

b. **Duration:** The agreement terminates on the earlier of (1) the date on which principal and interest paid by the Management Districts equals \$35,600,000 or (2) the date on which the principal amount and all accrued and unpaid interest on the Reimbursement Obligation is paid in full. (Note: the obligation only expires in 40 years as to Smith 1 – it continues for Aviation 1.)

c. **Location:** DIA

d. **Affected Council District:** 11

e. **Benefits:** The Pena Station Phase One - 1) a mechanism for RTD funding to provide Station at 61st and Pena, 2) provides cost-sharing mechanism for construction of the station and Phase 1 infrastructure for the Transit Oriented Development, 3) provide a mechanism for reimbursement of \$17M, and 4) provides the mechanism for financing, designing and construction Phase 1 infrastructure. All of these benefits will enhance the customer experience to DEN and generate additional non-aviation revenue to the airport.

f. **Costs:**

<i>Current Contract Amount</i>	<i>Additional Funds</i>	<i>Total Contract Amount</i>
(A)	(B)	(A+B)
\$35,600,000.00	0	\$35,600,000.00

To be completed by Mayor's Legislative Team:

SIRE Tracking Number: _____

Date: _____

<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>
<p>The agreement terminates on the earlier of (1) the date on which principal and interest paid by the Management Districts equals \$35,600,000 or (2) the date on which the principal amount and all accrued and unpaid interest on the Reimbursement Obligation is paid in full. (Note: the obligation only expires in 40 years as to Smith 1 – it continues for Aviation 1.)</p>	<p>0</p>	<p>n/a</p>

g. Date Goals Assigned: Not subject to DSBO Ordinance. 4/13/15

h. Goals: N/A

7. Is there any controversy surrounding this ordinance? (Groups or individuals who may have concerns about it?) Please explain. No

To be completed by Mayor's Legislative Team:

SIRE Tracking Number: _____

Date: _____

Key Contract Terms

Vendor/Contractor Name: Aviation Station North Metropolitan District No. 1

Contract control number: 201521613

City's contract manager: Dan Poremba

Was this contractor selected by competitive process? Was it the low bid? N/A- Sole Source

Term/Duration of contract/project: The agreement terminates on the earlier of (1) the date on which principal and interest paid by the Management Districts equals \$35,600,000 or (2) the date on which the principal amount and all accrued and unpaid interest on the Reimbursement Obligation is paid in full. (Note: the obligation only expires in 40 years as to Smith 1 – it continues for Aviation 1.)

Renewal terms: Renewal must be a written amendatory or other agreement properly executed by the parties.

Purpose: This agreement sets up the language and source of reimbursement to DIA for funding \$17MM of the Project Improvements. DIA shall be reimbursed the full principal amount of \$17MM at 5% annual interest up to a maximum of \$35,600,000 over 40 years from Mill Levys setup by Aviation Station Mill Levy Ten and Smith Mill Levy Ten.

Scope of services to be provided with performance bench marks: None

Cost/value: \$36,600,000.00

Source of funds: Revenue

Benefit: The Pena Station Phase One - 1) a mechanism for RTD funding to provide Station at 61st and Pena, 2) provides cost-sharing mechanism for construction of the station and Phase 1 infrastructure for the Transit Oriented Development, 3) provide a mechanism for reimbursement of \$17M, and 4) provides the mechanism for financing, designing and construction Phase 1 infrastructure. All of these benefits will enhance the customer experience to DEN and generate additional non-aviation revenue to the airport.

Termination provision for City and for contractor: N/A

WBE/MBE/DBE commitments (construction, design, Airport concession contracts):

Who are the subcontractors to this contract? N/A

Location: DIA

Affected Council District: 11

To be completed by Mayor's Legislative Team:

SIRE Tracking Number: _____

Date: _____