

**SECOND AMENDED AND RESTATED DENVER  
DOWNTOWN DEVELOPMENT AUTHORITY PLAN OF  
DEVELOPMENT COOPERATION AGREEMENT**

**BETWEEN**

**CITY AND COUNTY OF DENVER, COLORADO  
(City)**

**AND**

**DENVER DOWNTOWN DEVELOPMENT AUTHORITY  
(DDDA)**

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**SECOND AMENDED AND RESTATED DENVER  
DOWNTOWN DEVELOPMENT AUTHORITY PLAN OF  
DEVELOPMENT COOPERATION AGREEMENT**

**THIS SECOND AMENDED AND RESTATED DENVER DOWNTOWN DEVELOPMENT AUTHORITY PLAN OF DEVELOPMENT COOPERATION AGREEMENT** (this “Cooperation Agreement”), dated as of the Effective Date, by and between the **CITY AND COUNTY OF DENVER, COLORADO** (the “City”), a home-rule city and a municipal corporation of the State of Colorado, and the **DENVER DOWNTOWN DEVELOPMENT AUTHORITY**, a body corporate duly organized and existing as a downtown development authority under the laws of the State of Colorado (the “DDDA”), each a “Party” and collectively the “Parties.”

**WITNESSETH:**

**WHEREAS**, the City is a home-rule city and a municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the Charter of the City (the “Charter”); and

**WHEREAS**, the DDDA is a body corporate and has been duly created, organized, established and authorized by the City and the qualified electors of the DDDA to transact business and exercise its powers as a downtown development authority pursuant to the Colorado Downtown Development Authority Act, Sections 31-25-801, *et seq.*, Colorado Revised Statutes (as may be amended from time to time, the “DDA Act”), Ordinance No. 400, Series of 2008 of the City (as may be amended or restated from time to time, the “DDDA Creation Ordinance”) and the Plan of Development for Denver Union Station (the “Original DUS Plan”); and

**WHEREAS**, the City Council of the City (the “City Council”) approved the Original DUS Plan on December 22, 2008, by Ordinance No. 723, Series of 2008 to capture the incremental increases in property and sales tax revenues within the area described within the Original DUS Plan to be used for the public improvements relating to the Denver Union Station project as described in the Original DUS Plan; and

**WHEREAS**, the DDDA Creation Ordinance authorized the Manager of Finance to spend for the use of the DDDA, in 2009 and in all subsequent years thereafter, whatever amount is collected annually from any revenue sources including, but not limited to, taxes received as described in Sections 31-25-807(3) and 31-25-816, C.R.S., and fees, rates, tolls, rents, charges, grants, contributions, loans, income, or other revenues imposed, collected, or authorized as described in Section 31-25-808, C.R.S., or otherwise, by law to be imposed or collected by the DDDA and the City on behalf of the DDDA; and

**WHEREAS**, based upon evidence presented at the City Council public hearing held on December 9, 2024, including the Economic Study completed in March 2024 by StreetSense (the “Economic Study”), the City Council approved the Amended and Restated Denver Downtown Development Authority Plan of Development, on December 9, 2024, by Ordinance No. 1660, Series of 2024 (as may be further amended or restated from time to time, the “Amended Plan”) to supplement and

expand the scope of contemplated development projects authorized under the Original DUS Plan beyond just the redevelopment of Denver Union Station; and

**WHEREAS**, a copy of the Economic Study is incorporated by reference into the Amended Plan, which is hereby incorporated herein by reference; and

**WHEREAS**, in approving the Amended Plan, the City Council affirmatively made a legislative finding that there is a need to take corrective measures in order to halt or prevent deterioration of property values or structures within the current or future boundaries of the DDDA or halt or prevent the growth of blighted areas therein, or any combination thereof in accordance with the DDA Act; and

**WHEREAS**, the Parties previously entered into that Denver Union Station Plan of Development Cooperation Agreement, dated as of the 5<sup>th</sup> day of May, 2009, as amended by the First Amendment dated as of July 6, 2010 (collectively, the "Original Cooperation Agreement"); and

**WHEREAS**, subsequent to the mutual execution of the Original Cooperation Agreement, the Parties entered into that Amended and Restated Denver Union Station Plan of Development Cooperation Agreement, dated as of the 3<sup>rd</sup> day of February, 2017 (the "First Amended Cooperation Agreement"), which First Amended Cooperation Agreement amended, restated and replaced the Original Cooperation Agreement in its entirety; and

**WHEREAS**, the transportation improvements and other public improvements constructed related to Denver Union Station described in the Original DUS Plan have been completed and the financing thereof is expected to be repaid in its entirety by December 1, 2026 in accordance with the First Amendment to Loan Agreement approved by the City Council on November 4, 2024, by Ordinance No. 24-1377, Series of 2024 (the "Loan Amendment") and the First Amendment to DUS Project Mill Levy Pledge Agreement among the City, DUS District No. 1, DUS District No. 2, DUS District No. 3, and the Lenders each executed on November 14, 2024; and

**WHEREAS**, it is the intent of the Parties that this Cooperation Agreement shall amend, restate and replace the First Amended Cooperation Agreement in its entirety; and

**WHEREAS**, the DDA Act, Section 18, Article XIV, of the Colorado Constitution and the City Charter authorize the City and the DDDA to enter into cooperative agreements, such as this Cooperation Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and the following terms and conditions, the Parties hereby agree as follows:

## ARTICLE I DEFINITIONS

Section 1.1 Definitions. The terms defined in the recitals of this Cooperation Agreement shall have the meanings set forth therein wherever used in this Cooperation Agreement. While this Cooperation Agreement shall replace and restate the First Amended Cooperation Agreement in its entirety, the capitalized terms described within the First Amended Cooperation Agreement may be referred to for historical purposes, except to the extent otherwise amended or defined herein. In addition, for all purposes of this Cooperation Agreement, the following terms shall have the meanings set forth below.

“14<sup>th</sup> Street GID” means the Denver 14<sup>th</sup> Street General Improvement District, a quasi-municipal political subdivision of the State and body corporate, and its permitted successors and assigns.

“Ballpark GID” means the Ballpark Denver General Improvement District, a quasi-municipal political subdivision of the State and a body corporate, and its permitted successors and assigns.

“Categories” means one or more of the five (5) categories for investment that have been identified in the Amended Plan for the purposes of guiding the selection of Development Projects that will be considered for DDDA support and funding. Development Projects will be required to fit into one or more of the Categories. This is true for both public realm investments and private development projects providing public benefit seeking DDDA support.

"Cherry Creek Subarea BID" means the Cherry Creek Subarea Business Improvement District, a quasi-municipal corporation and political subdivision of the State, and its permitted successors and assigns.

“City Charter” means the Charter for the City and County of Denver, Colorado, as the same may be amended or restated from time to time.

"CPV Metropolitan District" means the Central Platte Valley Metropolitan District, a quasi-municipal corporation and political subdivision of the State, and its permitted successors and assigns.

“C.R.S.” means the Colorado Revised Statutes, as the same may be amended from time to time.

“County Assessor” means the assessor in and for the City and County of Denver, Colorado.

“DDA Act” means Title 31, Article 25, Part 8, C.R.S.

"DDDA Board” means the Board of Directors of the DDDA, collectively or on a designated individual basis.

“Development Projects” or “Project” means the undertakings and activities of the DDDA and

the City as authorized in the DDA Act, the Amended Plan, and the DDDA Creation Ordinance within the Plan of Development Area in accordance with the Amended Plan.

“DPS” means the School District No. 1, in the City and County of Denver, its successors and assigns.

“D.R.M.C.” means the Denver Revised Municipal Code, as amended or restated from time to time.

"DUS District No. 1" means DUS Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State, and its successors and assigns.

"DUS District No. 2" means DUS Metropolitan District No. 2, a quasi-municipal corporation and political subdivision of the State, and its successors and assigns.

"DUS District No. 3" means DUS Metropolitan District No. 3, a quasi-municipal corporation and political subdivision of the State, and its successors and assigns.

"DUS District No. 4" means DUS Metropolitan District No. 4, a quasi-municipal corporation and political subdivision of the State, and its successors and assigns.

"DUS District No. 5" means DUS Metropolitan District No. 5, a quasi-municipal corporation and political subdivision of the State, and its successors and assigns.

"DUS Districts " means, collectively, DUS District No. 1, DUS District No. 2, DUS District No. 3, DUS District No. 4, and DUS District No. 5.

“Effective Date” means the date of approval and execution of this Cooperation Agreement by the Mayor of the City.

“Executive Director” means the Executive Director of the City’s Denver Economic Development and Opportunity (“DEDO”) or any successor agency, as well as any designees.

“Fiscal Year” means the fiscal year of the City, which commences on January 1 of each calendar year and ends on December 31 of the same calendar year, or any applicable portion of a fiscal year.

“Manager of Finance” means the City’s Chief Financial Officer, as the Manager of Finance/*ex-officio* Treasurer, as well as any designees.

“MHFD” means Urban Drainage Flood Control District, d/b/a Mile High Flood District, and its successors and assigns.

“Obligations” means notes, interim certificates or receipts, bonds, indebtedness, contracts, certificates of indebtedness, debentures, loan agreements, letters of credit, lines of credit, advances or other obligations, including refunding obligations and obligations to accumulate and maintain appropriate coverage and reserve accounts, issued or incurred by the City on behalf of the DDDA with respect to the Development Project(s), which include without limitation the Loan Amendment.

“Plan of Development Area” means an area in the central business district of the City that the DDDA Board and the City Council designate as appropriate for a “development project” in accordance with the DDA Act and the Amended Plan. The “Plan of Development Area” is coterminous with the legal boundaries of the DDDA, as such boundaries may be expanded periodically in accordance with the DDA Act and any policies, rules and regulations adopted by the DDDA Board and the City, respectively. As of the Effective Date of this Cooperation Agreement, the Plan of Development Area is described on **Exhibits A and B**, respectively, attached hereto and incorporated herein by reference.

“Project Application” means applications and required supplemental information submitted to the City for the purposes of requesting funding for eligible Development Projects located in the Plan of Development Area.

"Property Tax" means the levy on real and personal property at the rate fixed each year by the governing body of a taxing jurisdiction within the Plan of Development Area.

"Property Tax Base Amount" means such amount as shall be certified by the County Assessor as the base valuation for assessment of all taxable property within the Plan of Development Area as further described in accordance with the DDA Act.

"Property Tax Increment Area" means the Plan of Development Area, as the same may be amended from time to time.

"Property Tax Increment Revenue" means the incremental Property Tax Revenue generated within the Plan of Development Area in excess of the Property Tax Base Amount calculated and as further described in accordance with the DDA Act.

“Property Tax Revenue” means, for each calendar year, that portion of ad valorem property taxes produced by the levy at the rates fixed each year by or for the governing bodies of the various taxing jurisdictions within or overlapping the Plan of Development Area upon that portion of the valuation for assessment of all taxable property within the Plan of Development Area; provided, however, that such revenue shall be reduced by any lawful collection fee charged by the City.

“Sales Tax” means the sales tax levied by the City from time to time: 1) on the retail sales of taxable goods and services in accordance with the D.R.M.C., which as of the date of this Cooperation Agreement is three and one-half percent (3.5%); 2) on prepared food and beverages not exempted from taxation under Section 53-56 of the D.R.M.C., which as of the date of this Cooperation Agreement is four percent (4%) of the purchase price; and 3) that portion of any increase in the percentage rate of the Sales Tax not otherwise designated for a specific purpose or purposes by the City. For the purpose of clarity, one-half percent (0.5%) of the Sales Tax levied by Section 53-56 of the D.R.M.C. on the purchase price of food and beverages not exempted from taxation under Section 53-55(8) of the D.R.M.C. is excluded from the definition of Sales Tax, and all other sales taxes imposed pursuant to the D.R.M.C. shall not be included as “Sales Tax” for the purposes of this Cooperation Agreement.

“Sales Tax Base Amount” means such amount as may be lawfully determined to be the total collections of Sales Tax (net of vendor’s fees) within the Plan of Development Area in the twelve month period ending on the last day of the month prior to the effective date of the approval of the Original DUS Plan, as such amount may be proportionately adjusted for an increase in the Sales Tax rate or a change of the vendor's fee in accordance with Colorado law. As of the date of this Cooperation Agreement, the Sales Tax Base Year Amount is \$3,123, which will be adjusted as property is included into the Plan of Development Area.

"Sales Tax Increment Revenue" means the Sales Tax Revenue in excess of the Sales Tax Base Amount.

"Sales Tax Revenue" means, for each calendar year, all of the proceeds of the Sales Tax (net of vendor's fees) collected within the Plan of Development Area for such calendar year after deduction of the proportionate share of the reasonable and necessary costs and expenses of collecting and enforcing the Sales Tax attributable to the Plan of Development Area, including the pro-rata share of uncollectible Sales Tax Revenue to be absorbed by the DDDA for such calendar year as set forth in this Cooperation Agreement

“Special District Reserved Increment Revenue” means any Property Tax Increment Revenue attributable to the 14<sup>th</sup> Street GID, the Ballpark GID, the Cherry Creek Subarea BID, the CPV Metropolitan District, the DUS Districts, and any New Special Districts, as that term is defined in Section 3.1, below, respectively.

“Special Districts” mean, collectively, the 14<sup>th</sup> Street GID, the Ballpark GID, the Cherry Creek Subarea BID, the CPV Metropolitan Districts, the DUS Districts, and any New Special Districts, as that term is defined in Section 3.1, below, respectively.

“Special Revenue Fund” means one or more special fund(s) of the City, established in accordance with C.R.S. § 31-25-807(3)(a), the D.R.M.C., and the City Charter, to which the TIF Revenue will be deposited and used in accordance with the DDA Act, the Amended Plan, and this Cooperation Agreement.

“State” means the State of Colorado.

“Tax Increment Investment Policy” means the document(s) describing the criteria that will be used to evaluate each proposed Development Project authorized in accordance with the DDA Act and the Amended Plan, as the same may be amended or restated from time to time, a copy of which is attached hereto and incorporated herein as **Exhibit C**.

“TIF Revenue” means the aggregate Property Tax Increment Revenue and Sales Tax Increment Revenue, less the Special District Reserved Increment Revenue.

“XO 8” means the City’s Executive Order No. 8 and all incorporated memoranda and exhibits, as the same may be amended or restated from time to time.

ARTICLE II  
PLEDGE OF TAX INCREMENT REVENUE

Section 2.1 Pledging of Revenue. The authority to spend TIF Revenue to finance or refinance Development Projects vests with the Manager of Finance pursuant to the DDA Act and further described in the DDDA Creation Ordinance. Therefore, except as otherwise provided pursuant to this Cooperation Agreement, all transactions regarding the collection, allocation, recordkeeping, and spending of TIF Revenue will be carried out by the Manager of Finance on behalf of the DDDA. By this Cooperation Agreement, the DDDA hereby acknowledges that, pursuant to the DDA Act, the TIF Revenue may be pledged by the City for the Obligations entered into in furtherance of the Amended Plan per the DDA Act, specifically C.R.S. § 31-25-807(3).

Section 2.2 Collection of Sales Tax Increment Revenue. The City shall promptly collect and retain the Sales Tax Increment Revenue subject to the limitations herein. The City shall deposit the Sales Tax Increment into the appropriate Special Revenue Fund designated from time to time by the Manager of Finance for the sole purposes of the Obligations described in Section 2.1 herein. The City is not required to appropriate funds from the City's general fund or other revenue sources to offset any amounts of Sales Tax Revenue that the City is unable to collect through lawful means with respect to the Plan of Development Area. However, the City hereby agrees to implement all commercially reasonable procedures and remedies authorized by law in order to collect the Sales Tax Increment Revenue and to cause the Sales Tax Increment Revenue to be applied in accordance with this Cooperation Agreement, the Amended Plan, the DDA Act, and the DDDA Creation Ordinance. In the event that any amendment of this Cooperation Agreement or other agreement shall be necessary or appropriate in order to accomplish the collection of the Sales Tax Increment Revenue, the City and the DDDA agree to exercise commercially reasonable efforts to secure the approval of such amendments and other agreements.

Section 2.3 Changes in the Rate of City Sales Tax Percentage. As set forth in the DDA Act, in the event that there shall occur a change in the percentage of the Sales Tax levied by the City with respect to all or any part of the Plan of Development Area, the portions of Sales Tax Revenue collected within the Plan of Development Area shall be adjusted in accordance with such change. In order to implement the provisions of the DDA Act, the DDDA and the City agree that changes in Sales Tax Revenue derived by reason of: (a) any change in the percentage of the Sales Tax rate generally; (b) any change in the percentage of the Sales Tax rate with regard to specific taxable items or transactions; or (c) any extension of the Sales Tax to items or transactions which were not theretofore taxable, shall be allocated between the Sales Tax Base Amount and the Sales Tax Increment in the same proportion which the Sales Tax Base Amount and the Sales Tax Increment bear to the total of the Sales Tax Revenue. Such allocation shall be made based upon the Sales Tax Base Amount, the Sales Tax Increment and total Sales Tax Revenue for the last full Fiscal Year prior to the Fiscal Year in which such changes or increase shall become effective.

Section 2.4 Collection of Property Tax Increment Revenue. The City shall collect and retain the Property Tax Increment Revenue subject to the terms herein. The City shall promptly deposit the Property Tax Increment Revenue into the appropriate Special Revenue Fund designated

from time to time by the Manager of Finance for the sole purposes of the Obligations described in Section 2.1 herein. The DDDA agrees to assist the City in pursuing the objectives and implementation of the Amended Plan and the City’s efforts to collect the Property Tax Increment Revenue. The City shall provide the DDDA with an annual report setting forth all of the mill levy rates, including detailing any Property Tax Revenue collected on behalf of the Special Districts within the Property Tax Increment Area, and the calculation of the Property Tax Increment Revenue. The report shall include calculations as to any additional revenues that the City, any Special District, MHFD or DPS levying Property Tax within the Property Tax Increment Area receives either because the voters have authorized the City, a Special District, MHFD or DPS to retain and spend said moneys pursuant to Section 20(7)(d) of Article X of the State Constitution subsequent to the creation of the special fund pursuant to C.R.S. § 31-25-807(3)(a)(II), which shall be the Effective Date of this Cooperation Agreement, and shall set forth any increase in the mill levy approved by the voters of the City, a Special District, MHFD or DPS subsequent to the creation of the special fund to the extent the total mill levy of the City, a Special District, MHFD or DPS exceeds the respective mill levy in effect at the time of approval or substantial modification of the Amended Plan. Notwithstanding the foregoing, the Parties agree and acknowledge that the only Property Tax Increment Revenue that shall be collected from within the Plan of Development Area and retained by the City for the purposes described in the Amended Plan will be the Property Tax Increment Revenue attributable to the City, DPS and MHFD; subject to the terms of any separate agreement between the City and a Special District, all Special District Reserved Increment Revenue shall be remitted by the City to the applicable and appropriate Special District which levied the applicable property tax.

The City is not required to appropriate funds from the City’s general fund or other revenue sources to offset any Property Tax Increment Revenue that the City is unable to collect through lawful means.

The Property Tax Revenue and Property Tax Increment Revenue shall be calculated in accordance with the DDA Act, Rules and Regulations of the State Property Tax Administrator, as amended, the Amended Plan and this Cooperation Agreement.

### ARTICLE III OVERLAPPING SPECIAL DISTRICTS

Section 3.1 Special Districts Identified. As of the date of this Cooperation Agreement, the Special Districts overlap portions or all of the Plan of Development Area and have imposed or are authorized to impose an ad valorem mill levy within the Plan of Development Area. If and to the extent that: 1) additional special districts are organized within portions or all of the boundaries of the Plan of Development Area in accordance with Article 25 of Title 31 or Article 1 of Title 32, C.R.S., or; 2) existing special districts previously-organized in accordance with Article 25 of Title 31 or Article 1 of Title 32, C.R.S., and overlapping within portions or all of the Plan of Development Area become authorized to impose an ad valorem mill levy, respectively, (collectively, “New Special Districts”), then such New Special Districts shall automatically be incorporated into the definitions of Special Districts and Special District Reserved Increment Revenue as described herein.

Section 3.2 Reimbursement of Special District Reserve Increment Revenue. The DDDA and the City have determined that in furtherance of the goals of the Amended Plan, any Special District Reserve Increment Revenue generated from the Special Districts shall be remitted by the City to those

particular Special Districts promptly upon collection, less any lawful City collection fees. Additionally, any Special District Reserved Increment Revenue generated from the Special Districts shall not be pledged for any new Development Projects, unless the parties impacted enter into a mutually-executed agreement stating otherwise. This Section 3.2 shall expressly not apply to TIF Revenue generated from the City, MHFD, and DPS within the Plan of Development Area.

#### ARTICLE IV PROJECT APPROVAL PROCESS

Section 4.1 Tax Increment Investment Policy and Program Requirements The Tax Increment Investment Policy setting forth the criteria and requirements that shall be used to evaluate each proposed Development Project authorized in accordance with the DDA Act and the Amended Plan is attached as **Exhibit C** and incorporated herein by reference. The Tax Increment Investment Policy may be amended or restated from time to time as deemed necessary by mutual agreement of the Parties to effectuate the purposes of the Amended Plan without necessitating an amendment to this Cooperation Agreement and, upon such mutually-approved amendment or restatement, such amended or restated Tax Increment Investment Policy and Program shall be automatically incorporated into this Cooperation Agreement. For purposes of the foregoing, the Manager of Finance shall be authorized to act on behalf of the City and the DDDA Board, or a committee comprised of a non-quorum number of DDDA Board members designated by the DDDA Board at the DDDA Board's direction, shall be authorized to act on behalf of the DDDA in amending or restating the Tax Increment Investment Policy in accordance with this Section 4.1.

#### Section 4.2 Project Approval Process.

- A. Project Application and Evaluation. Upon the City's determination of availability of TIF Revenue for Projects pursuant to the Amended Plan and the Tax Increment Investment Policy and Program, the City shall create and make available to the public an application for funding for eligible Projects included within the boundaries of the Plan of Development Area. Applications may be unique to each project category or type, and separate supplemental information, as determined by the City, may be required from applicants as a part of the Project Application. Project Applications will be evaluated by the City on a case-by-case basis pursuant to the allowable Categories set forth in the Amended Plan, the criteria and requirements described in the Tax Increment Investment Policy and Program, and any additional guidelines or requirements made available to applicants with the Project Applications.

The City may prioritize its consideration of any Project Applications received by any measures it deems commercially reasonable and necessary, including without limitation of the prioritization of: a) Project Applications for properties owned by governmental or quasi-governmental entities, including without limitation the City; b) Project Applications that take into consideration current or future assessed value increases; and/or c) Project Applications for Projects that are most closely aligned with the Tax Increment Investment Policy and Program, the Amended Plan and this Cooperation Agreement.

Under all circumstances and at the sole discretion of the City, the City may set dates that serve as deadlines for submittal of Project Applications and may make the determination to postpone, delay, end or extend the Project Application deadline in its sole discretion without a guarantee of providing any funding from TIF Revenue. The City shall be under no obligation to perform its evaluations in any pre-determined timeframes, and at its sole discretion may elect to postpone, delay, or end consideration of Project Applications without cause.

The City shall have absolutely no obligation to consider incomplete Project Applications that do not include evidence required by the Amended Plan, Tax Increment Investment Policy and Program and any additional information required by the City to complete its evaluation. Project Applications that do not meet eligibility requirements in accordance with the Amended Plan or the Tax Increment Investment Policy and Program or are not received by the submittal deadlines or submitted through the City's designated channel may not be considered in the City's sole discretion.

The City shall retain records of all Project Applications received and any final evaluation summaries. The DDDA may request delivery of copies of such records from the City on or before fourteen (14) days after written notice to the Manager of Finance. Annual reports will be generated by the City and provided to the DDDA upon completion to provide updates on Projects supported with TIF Revenue, their status, and impacts achieved.

- B. DDDA Board Consideration of Project Selections. Upon the evaluation and selection of eligible Projects described above in Section 4.2(A), the Manager of Finance, on behalf of the City, shall provide to the members of the DDDA Board, or a sub-committee of DDDA Board members constituting fewer than a quorum of the then-current DDDA Board as directed by the DDDA Board, except for any information provided in an application deemed confidential or proprietary subject to protection by the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.*, a summary and complete copy of each Project Application that the City recommends funding from TIF Revenue, including without limitation the City's evaluation of the criteria set forth in the Amended Plan and Tax Increment Investment Policy and Program and any other pertinent information. Within twenty (20) calendar days of receiving such documentation, the DDDA Board may provide to the Manager of Finance, on behalf of the City, written comments and recommended changes to individual Project evaluations, which shall include substantive grounds for such recommendations. Such grounds shall be limited to: (i) whether sufficient evidence has been presented by the applicant to satisfy the approved evaluation criteria set forth in the Tax Increment Investment Policy and Program and/or (ii) whether the City's evaluation and selection of any eligible Project is in substantial conformance with the Amended Plan and Tax Increment Investment Policy and Program.

The Manager of Finance, on behalf of the City, shall consider the DDDA Board's comments and recommendations and respond to the DDDA Board within fourteen (14) calendar days with either an amended evaluation or substantive reasoning for not amending its initial evaluation. Within fourteen (14) calendar days of expiration of the earlier of: a) the term for the DDDA Board to provide its recommendations and no recommendations having been provided; or b) the term for the City to provide its final response to the DDDA Board's recommendations, a DDDA Board meeting shall be held, at which the City shall report the final findings of evaluations and Project selections and Project applicants may offer comments to the DDDA Board for informational purposes. After the conclusion of such report and comments to the DDDA Board within that same DDDA Board meeting, the DDDA Board, in furtherance of its responsibility to guide the implementation of the Amended Plan and to discharge its duties under the DDA Act, shall either approve or disapprove the City's selection of any eligible Project stating the substantive grounds for such determination. City staff may attend the DDDA Board meeting and take minutes of the DDDA Board decision and grounds for determination and upon meeting adjournment provide the same to the Manager of Finance. Any Project selection disapproved by the DDDA Board shall be jointly considered by the Manager of Finance and the Executive Director for a final determination. As soon as reasonably possible after final determination by the Manager of Finance and the Executive Director, City staff shall notify the DDDA Board of the final determination. Following such determinations, the City shall be authorized to implement the Amended Plan by proceeding with the activities described below in Section 4.2(C). If the DDDA Board fails to hold a meeting to approve or disapprove City's selections of eligible Projects within the term referenced above, the City shall be immediately authorized to proceed with the activities described below in Section 4.2(C).

- C. Final Findings and Project Selection. Following the DDDA Board meeting described above in Section 4.2(B) and pursuant to applicable City requirements, the City shall proceed with procuring, to the furthest extent necessary, and contracting with the appropriate third-parties to implement and complete the approved Projects. Such procurement and contracting efforts shall include confirming that the properties encompassing the approved Projects are located within the Plan of Development Area and, if not, such properties shall be included into the Plan of Development Area as a condition precedent to such Project's receipt of any TIF Revenue in accordance with the DDA Act. All contracts entered into between the City and a Project applicant for Projects supported by TIF Revenue shall be subject to approval in accordance with the applicable requirements of the D.R.M.C., the City Charter and XO 8, and any rules, regulations, policies or procedures promulgated thereunder (collectively, the "Legal Requirements"). The Parties acknowledge that, in accordance with the Legal Requirements, certain contracts implementing certain Projects may further require the separate consideration and approval of City Council prior to being executed by the appropriate signatories of the City and of binding legal effect. The City shall be responsible for performance monitoring of all contracts executed by

the City and third-parties for Projects supported with TIF Revenue, as well as annual reporting to the DDDA Board to provide updates on their status and impacts achieved.

Section 4.3 Project Funding Eligibility. TIF Revenue for any non-City Projects may include, but is not limited to, grant reimbursements, annual payment schedules based upon individual property generation of TIF Revenue, and/or otherwise eligible bond proceeds for certain Projects after completion. Projects on behalf of the City shall be treated as appropriations to the City agency delivering any such Project. All Projects authorized pursuant to the Amended Plan shall be implemented in conformance with applicable federal or State laws, including without limitation the provisions and requirements of the DDA Act, as well as any rules, procedures, or contractual requirements of the City and the DDDA, including, without limitation, the D.R.M.C., City Charter, and the DDDA Creation Ordinance.

## ARTICLE V LEGAL AND ADMINISTRATIVE EXPENSES

Section 5.1 DDDA Legal and Administrative Expense Reimbursement IGA. The DDA Act specifically authorizes the DDDA Board to retain and fix the compensation of legal counsel to advise the DDDA Board in the proper performance of its duties and to appoint a director and other staff members. In furtherance of that authority, the City and DDDA executed an Intergovernmental Governmental Agreement, effective as of January 3, 2025 (as may be further amended or restated from time to time, “Legal and Administrative Expense Reimbursement IGA”) to provide funds to meet legal obligations and administrative costs with respect to public activities and operations of the DDDA and to describe the mutually agreed-upon guidelines for the advancement of funds by the City for the payment of legal services and other administrative expenses incurred by the DDDA Board as required to assist the DDDA in its activities in accordance with the DDA Act and the Amended Plan (the “Work”).

Section 5.2 DDDA Board On-Going Legal Expenses. The City shall annually retain a maximum expenditure amount **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00)** (the “Maximum DDDA Retainage Amount”) from the TIF Revenue in the Special Revenue Fund for the payment of on-going legal expenses and related administrative costs for the DDDA Board other than for legal expenses and costs incurred in connection with the issuance of Obligations. The Maximum DDDA Retainage Amount may be subject to periodic adjustment upon request by the DDDA Board to the Manager of Finance and the prior written approval of the Manager of Finance, which approval, if granted, shall be automatically incorporated into this Cooperation Agreement without further amendment to this Cooperation Agreement.

Section 5.3 DDDA Budget. The DDDA Board shall include as an expense line item in the DDDA’s annual budget the amount required for legal and administrative expenses in an amount no greater than the Maximum DDDA Retainage Amount and the corresponding annual revenue available from the TIF Revenue.

Section 5.4 Required Documentation. The DDDA Board shall provide the City with copies of all fully-executed contracts, engagement letters, payment invoices, and other relevant

documents received by third party contractors or consultants in connection with payments associated with the Work immediately upon their mutual execution. With regard to invoices for legal services provided to the DDDA Board, pursuant to this Cooperation Agreement, the DDDA Board may provide only summary invoices of legal counsel to protect any applicable attorney-client privilege.

## ARTICLE VI TAX INCREMENT TERM

Section 6.1 Term of Property Tax Increment Revenue and Sales Tax Increment Revenue. In accordance with the DDA Act, the Property Tax Increment Revenue and Sales Tax Increment Revenue shall cease to be allocated to the Special Revenue Fund upon the earlier of: (a) the latest date of repayment of all Obligations incurred with all respect to the Amended Plan; or (b) the date that is thirty years (30) years from the date of the approval of the Original DUS Plan by the City Council of the Property Tax Increment Area and Plan of Development Area authorizing the use of tax increment financing, unless otherwise extended pursuant to the DDA Act (as calculated and as may be further extended in accordance with the provisions of the DDA Act, the “Term”).

Section 6.2 Termination of Cooperation Agreement. Unless earlier terminated, upon the earlier completion of the Term or by operation of law, this Cooperation Agreement shall automatically terminate.

## ARTICLE VII MISCELLANEOUS

Section 7.1 Right to Pledge Property Tax Increment and/or Sales Tax Increment. The City shall be entitled to pledge or assign, in whole or in part, the rights of the City under this Cooperation Agreement (including but not limited to the Property Tax Increment and/or the Sales Tax Increment) to any trustee or other fiduciary for any Obligation and, upon such assignment, any such assignee shall be entitled to enforce, as a third-party beneficiary, the obligations of the DDDA under this Cooperation Agreement. Unless and until the City and the DDDA enter into one or more separate intergovernmental agreements authorized pursuant C.R.S. § 31-25-807(3)(II) delegating to the DDDA Board the power to enter into Obligations and to pledge TIF Revenue contained within the Special Revenue Fund for the repayment of such Obligations, all Obligations contemplated hereunder shall be issued by the City on behalf of the DDDA; such future intergovernmental agreements, if any, shall be limited to a funding a specifically-identified Development Project approved in conformance with Section 4.2, *supra*, and shall be effective only upon approval and execution by the City in conformance with the Legal Requirements, as that term is defined in Section 4.2(C), above.

Section 7.2 Status of Property Tax Increment Revenue and Sales Tax Increment Revenue. The City and the DDDA agree that the Property Tax Increment Revenue and the Sales Tax Increment Revenue, less the Maximum DDDA Retainage Amount and subject to the repayment requirements described in the Loan Amendment and other Obligations, are the property of the City pursuant to the DDA Act until the end of the Term. The City further agrees that it shall cause its Department of Finance to include the estimated Property Tax Increment Revenue and the Sales Tax Increment Revenue as a line item in the annual budget request to City Council so that the City Council may consider appropriating such amount to or for the purposes set forth in the Amended Plan, which shall include the Maximum DDDA Retainage Amount and may include Obligations.

**Section 7.3 Waivers and Amendments.** In no event shall any payment or performance hereunder by either Party constitute or be construed to be a waiver by such Party of any breach of covenant or condition, or any default which may then exist on the part of the other Party, and the making of any such payment or rendering of such performance when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the non-breaching Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach. This Cooperation Agreement is intended as the complete integration of all understandings between the Parties, except for such other agreements between the Parties expressly referenced herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the Parties, including all required signatories of the City and County and Denver and, if required by the City Charter, approved by the City Council. This Cooperation Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

**Section 7.4 Governing Law.** Each and every term, provision or condition herein is subject to and shall be construed in accordance with the provisions of State law, including specifically the DDA Act, the City Charter, and the ordinances, regulations, executive orders, or fiscal rules, enacted or promulgated pursuant thereto. The City Charter and the D.R.M.C., as the same may be amended from time to time, are hereby expressly incorporated into this Cooperation Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Cooperation Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

**Section 7.5 Force and Effect.** Except for the survival of certain defined terms contained within the First Amended Cooperation Agreement as described in Section 1.1, above, this Cooperation Agreement shall restate and replace the First Amended Cooperation Agreement in its entirety. This Cooperation Agreement shall take effect as of the Effective Date.

**Section 7.6 Headings.** Section headings in this Cooperation Agreement are included herein for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

**Section 7.7 Severability.** It is understood and agreed by the Parties that if any part, term, or provision of this Cooperation Agreement is held to be illegal by the courts or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**Section 7.8 Notices.** All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

Department of Finance  
101 W Colfax Ave. 10<sup>th</sup> Floor

Denver, Colorado 80202  
Attn: Director, Capital Planning and Programming

With copies of notices to:

Office of the Mayor  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

Denver City Attorney's Office  
1437 Bannock Street, Room 353  
Denver, Colorado 80202

If to DDDA:

Chair Board of Directors  
c/o Manager of Finance  
201 W. Colfax Ave., Dept. 1010  
Denver, Colorado 80202

With copies of notices to:

Cockrel Ela Glesne Greher & Ruhland, P.C.  
44 Cook Street, Suite 620  
Denver, Colorado 80206  
Attention: Paul Cockrel, David Greher and Matt Ruhland

Section 7.9 Counterparts. This Cooperation Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document.

Section 7.10 No Personal Liability. No elected official, director, officer, agent or employee of the City or the DDDA shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Cooperation Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Cooperation Agreement.

Section 7.11 Conflict of Interest. The DDDA represents that to the best of its information and belief no official, officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Cooperation Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official, officer or employee. The DDDA agrees not to knowingly hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

Section 7.12 Appropriation. It is understood and agreed that any payment obligations of the City hereunder, whether direct or contingent, shall extend only to funds which may be

appropriated by the Denver City Council from time to time for the purpose of this Cooperation Agreement, encumbered for the purpose of the Cooperation Agreement and paid into the Treasury of the City. The DDDA acknowledges that: (i) the City does not by this Cooperation Agreement irrevocably pledge present cash reserves for payments in future Fiscal Years, and (ii) this Cooperation Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. Further, all obligations of the DDDA hereunder are subject to annual appropriation and budget approval, and shall not be considered to create a multi-fiscal year direct or indirect debt or financial obligation of the DDDA.

Section 7.13 Remedies. The Parties agree that this Cooperation Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages, as may be available according to the laws and statutes of the State of Colorado; provided, however, the Parties agree to and hereby release any claims for incidental, consequential, or punitive damages, and attorneys' fees or costs. Any delay in asserting any right or remedy under this Cooperation Agreement shall not operate as a waiver of any such right or limit such rights in any way.

Section 7.14 Examination of Records. Any authorized representative of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the DDDA's performance pursuant to this Cooperation Agreement, provision of any goods or services to the City, and any other transactions related to this Cooperation Agreement. The DDDA shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the termination of this Cooperation Agreement according to its terms or expiration of the applicable statute of limitations. When conducting an audit of this Cooperation Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the DDDA to make disclosures in violation of state or federal privacy laws. The DDDA shall at all times comply with D.R.M.C. 20-276.

Section 7.15 No Discrimination in Employment. In connection with the performance of work under the Agreement, the DDDA may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The DDDA shall insert the foregoing provision in all subcontracts.

Section 7.16 Compliance with Denver Wage Laws. To the extent applicable to the DDDA's provision of services hereunder, the DDDA shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. sections. By executing this Cooperation Agreement, the DDDA expressly acknowledges that the DDDA is aware of the

requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the DDDA, or any other individual or entity acting subject to this Cooperation Agreement, to strictly comply with the foregoing D.R.M.C. sections shall result in the penalties and other remedies authorized therein. The DDDA shall insert the foregoing provision in all subcontracts.

Section 7.17 Liability. At all times during the term of this Cooperation Agreement, including any renewals or extensions, the Parties shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S. This obligation shall survive the termination of this Cooperation Agreement.

Section 7.18 Relationship of Parties. No Party to this Cooperation Agreement shall be deemed to be an agent of the other or be deemed as acting on the other's behalf for agency purposes. Each Party agrees not to assume, create, or enter into any obligation, agreement, or commitment of any nature on behalf of the other, except as specifically authorized in this Cooperation Agreement. All Parties further agree not to make any warranties to any third party concerning any matters that are not in accordance with this Cooperation Agreement.

Section 7.19 Confidential Information. Subject to the requirements of the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.*, the Parties shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation the trade secrets of businesses or entities doing business with either of the Parties and other privileged or confidential information.

Section 7.20 Survival of Certain Provisions. The Parties understand and agree that all terms, conditions and covenants of this Cooperation Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication or express statement, contemplate continued performance or compliance beyond the expiration or termination of this Cooperation Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

Section 7.21 Police Powers. Nothing in this Cooperation Agreement shall impair the City's exercise of its police powers as a home rule municipality of the State of Colorado.

Section 7.22 Time is of the Essence. The Parties agree that in the performance of the terms, conditions, and requirements of this Cooperation Agreement time is of the essence.

Section 7.23 Electronic Signatures and Electronic Records. The City and the DDDA agree that this Cooperation Agreement may be executed using electronic signatures in accordance with Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. The Cooperation Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and the DDDA in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Cooperation Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to

object to the admissibility of the Cooperation Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**SIGNATURE AND EXHIBIT PAGES TO FOLLOW**

**Contract Control Number:**  
**Contractor Name:**  
AUTHORITY

FINAN-202578036-00  
DENVER DOWNTOWN DEVELOPMENT

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**  
AUTHORITY

FINAN-202578036-00  
DENVER DOWNTOWN DEVELOPMENT

By: See attached signature\_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**ATTEST:**

**DENVER DOWNTOWN DEVELOPMENT  
AUTHORITY**

By: Signed by:  
*Frank Cannon*  
6D8D80DB9B994F8... 2/7/2025  
Secretary

By: Signed by:  
*Douglas M. Tisdale, Esq.*  
9A3C736A25DA440... 2/7/2025  
Chair

**EXHIBIT A**

**LEGAL DESCRIPTION OF DDDA TAX INCREMENT AREA AS OF DECEMBER 31, 2024**

**PARCEL 1**

**MARKET STREET STATION**

A parcel of land being all of Block 41, East Denver, including the alley in said Block 41 as vacated by Ordinance 388 of 1981, all in the NE  $\frac{1}{4}$  of Section 33, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, City and County of Denver, State of Colorado.

**PARCEL 2**

**DENVER UNION STATION AND OTHER PARCELS**

A parcel of land in Section 28 and Section 33 of Township 3 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at the most easterly corner of Block E, East Denver, also being the point of beginning of parcel 1 as described in that Special Warranty Deed recorded at Reception No. 2001135957 recorded on August 14, 2001 in the records of the Office of the Clerk and Recorder, City and County of Denver and thence southwesterly along the southeasterly boundary of said Parcel 1 and said line extended to the most easterly corner of Block 13, East Denver;

Thence northwesterly along the northeasterly line of said Block 13 and said line extended to the most easterly corner of Block 10, East Denver;

Thence southwesterly along the southeasterly line of said Block 10 to the easterly line of Wewatta Street as Dedicated by Ordinance 550 of 2001;

Thence northwesterly along the said easterly line of said Wewatta Street as defined by said dedication Ordinance 550 of 2001 and dedication Ordinance 228 of 1995 and further defined by vacating Ordinance 977 of 2000, to a point on the easterly line of Wewatta Street as dedicated by Commons Subdivision Filing No. 2;

Thence northwesterly along said portion of Wewatta Street as dedicated by said Commons Subdivision, Filing No. 2, to the southwesterly line of 16<sup>th</sup> Street as originally platted in East Denver;

Thence northwesterly along said southwesterly line of 16<sup>th</sup> Street and said line extended to

the northwesterly line of Wewatta Street as dedicated by Commons Subdivision Filing No. 3;

Thence southwesterly along the said northwesterly line of said Wewatta Street and also continuing southwesterly along the southeasterly line of Commons Subdivision No. 3, to the southerly most corner of said Commons Subdivision No. 3;

Thence northwesterly along the southwesterly line of Commons Subdivision No. 3 to the most westerly corner of said Commons Subdivision No. 3 also being the southeasterly boundary of the Consolidated Main Line (CML);

Thence northeasterly along and the northwesterly line of said Commons Subdivision Filing No. 3, to the most southerly corner of a parcel of land known as Parcel 16-6A-LR-2-RTD as described in that document recorded at Reception No. R-91-0116128 recorded on November 26, 1991 in the records of the Clerk and Recorder, City and County of Denver, also being the common line between the CML and Regional Transportation District (RTD) parcels as conveyed to RTD by said Reception No. R91-0116128;

Thence northeasterly along the line common to the southwesterly line of the CML and the northwesterly line of the RTD property as defined by said parcels recorded at Reception No. R-91-0116128 and said lines extended to be continuous across vacated 16<sup>th</sup> Street and also across 19<sup>th</sup> Street, to the southwesterly line of 20<sup>th</sup> Street as dedicated by ordinance 732 of 2003;

Thence southeasterly along the southwesterly line of said 20<sup>th</sup> Street and said line extended across Chestnut Place and continuing along said southwesterly line of 20<sup>th</sup> Street to the northwesterly line of said parcel 1 as described in that Special Warranty Deed recorded at Reception No. 2001135957, also being the northwesterly line of easement parcel RE 2278-00-19REV.2, said easement parcel dedicated as 20<sup>th</sup> Street right-of-way by said ordinance 732 of 2003;

Thence clockwise along the northwesterly line, the northeasterly line of said parcels, to the southeasterly line said Parcel 1;

Thence southwesterly along the said southeasterly line of said parcel 1, and said line extended, to the centerline of 18<sup>th</sup> Street as vacated by Ordinance 994 of 1991 and by Ordinance 1209 of 1996;

Thence southeasterly along the centerline of said vacated 18<sup>th</sup> street to the northwesterly right-of-way of Wynkoop Street;

Thence southeasterly along the northwesterly right-of-way of Wynkoop Street to the point of beginning.

**PARCEL 3**

**CITY AND COUNTY OF DENVER INCLUSION PARCELS**

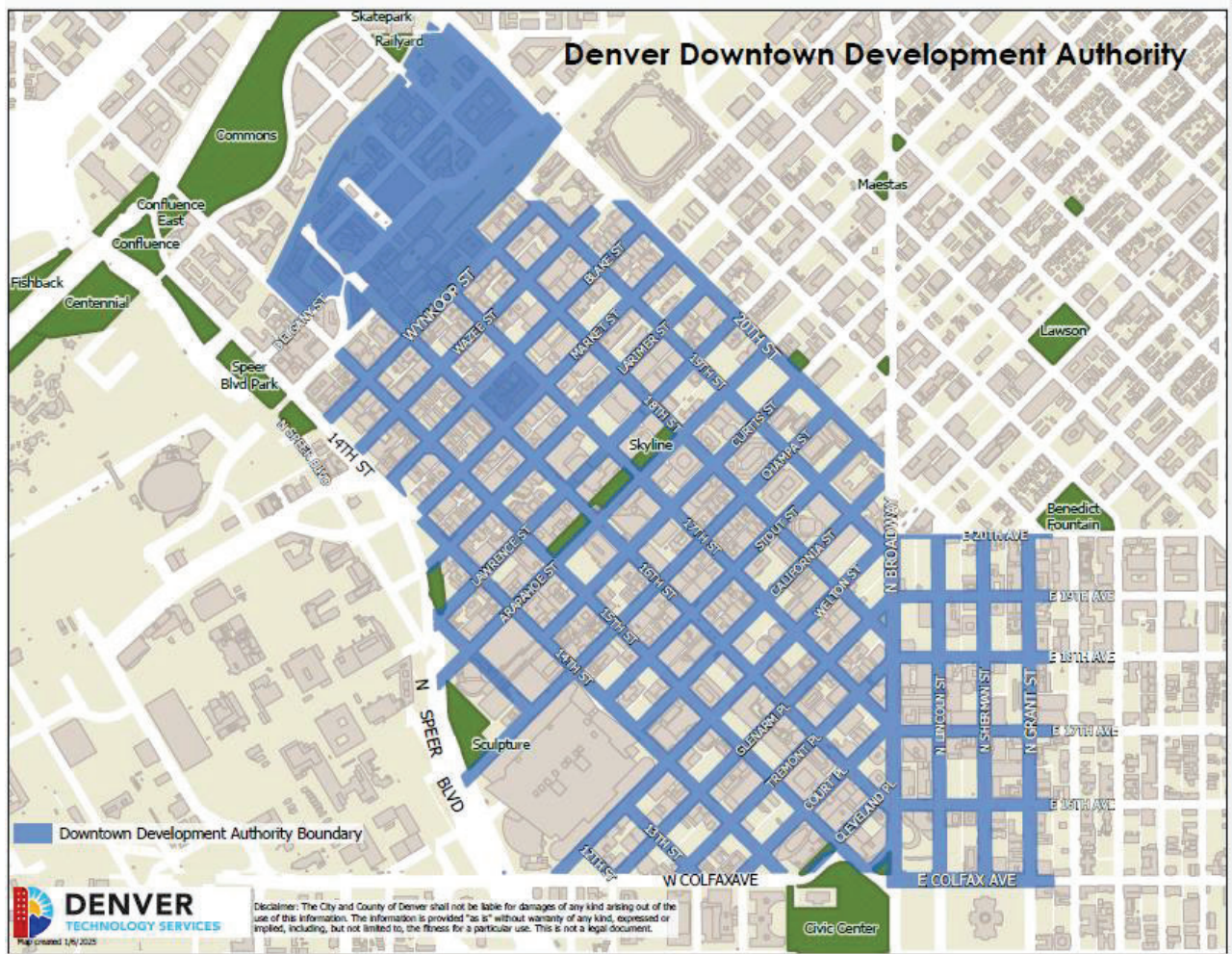
Parcels of land lying in Sections 33 and 34, Township 3 south, Range 68 west of the 6<sup>th</sup> Principal Meridian, City and County of Denver, State of Colorado, described as follows:

Those portions of the of the streets, avenues, and lanes conveyed to the City of Denver by deed recorded June 8, 1867, at book 14 page 120, Arapahoe County, Colorado Territory, as shown on the Fredrick J. Ebert plat titled "Part of the City of Denver" dated June 29, 1865, depicting the Congressional Grant approved May 28, 1864, and lying west of N. Broadway, north of W. Colfax Ave., northeast of N. Speer Blvd., southeast of Wewatta St., south of the north line of the aforementioned sections 33 and 34, and southwest of the northeast line of 20<sup>th</sup> St.

Together with all the streets dedicated to the City of Denver in H. C. Brown's Addition to Denver recorded June 22, 1868, at book 1, page 3, Arapahoe County, Colorado Territory.

## EXHIBIT B

### DEPICTION OF PROPERTY DDDA TAX INCREMENT AREA AS OF DECEMBER 31, 2024



**EXHIBIT C**

**TAX INCREMENT INVESTMENT POLICY AND PROGRAM**



# **BUILDING A VIBRANT DOWNTOWN**

**DENVER DOWNTOWN DEVELOPMENT AUTHORITY  
DENVER, COLORADO**

TAX INCREMENT INVESTMENT POLICY AND PROGRAM

Updated January 23, 2025



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## TAX INCREMENT INVESTMENT POLICY AND PROGRAM

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### MISSION OF THE DDDA

The Denver Downtown Development Authority (DDDA) supports catalytic investments spurring economic growth and revitalization in downtown Denver. The City and County of Denver (city) will use public investments through the DDDA to accelerate economic growth and create a family friendly, thriving, and diversified downtown.

### GOALS OF THE DDDA

The DDDA will support projects that achieve the goals described in Section 4 of the Amended and Restated Plan of Development, as approved by the DDDA Board on November 7, 2024, and by the city's City Council (City Council) on December 9, 2024 (Amended Plan):

**Foundational Goal:** Build a vibrant downtown Denver through strategic and catalytic investments that promote economic growth and revitalization.

**Goal:** Promote the health, safety, prosperity, security and general welfare of the inhabitants of the DDDA and of the people of the State of Colorado.

**Goal:** Halt or prevent the deterioration of property values or structures within the downtown area, halt or prevent the growth of blighted areas within the downtown area, and assist the city in the development or redevelopment of the downtown area and in the overall planning to restore or provide for the continuance of the health thereof.

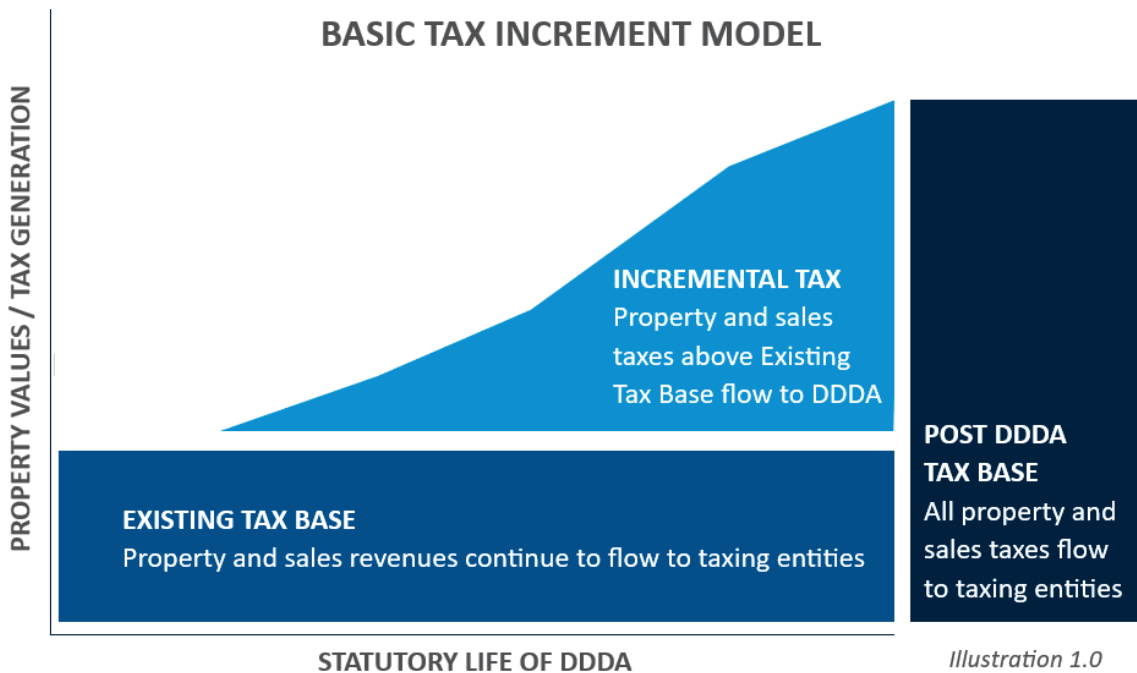
**Goal:** Projects will be of special benefit to the property within the boundaries of the DDDA, whether now or in the future.

### PURPOSE OF TAX INCREMENT INVESTMENT POLICY AND PROGRAM

As described within Section 6 (B) of the Amended Plan, this Tax Increment Investment Policy and Program (Tax Increment Investment Policy) describes the purpose and general use of tax increment financing (TIF), and parameters for project evaluation and selection processes, and the criteria by which projects will be considered for investment. This Tax Increment Investment Policy may be amended from time-to-time, upon mutual agreement of the DDDA Board and Manager of Finance and shall be made available on the DDDA website.

## PRODUCTION OF TAX INCREMENT FOR INVESTMENTS

Pursuant to that Second Amended and Restated Denver Downtown Development Authority Plan of Development Cooperation Agreement between the DDDA Board and the city, as further amended or restated from time to time (the “Cooperation Agreement”), the DDDA operates by utilizing property tax and sales tax increment generated from improvements within the DDDA boundaries (see Illustration 1.0 below). Most of the revenue collected by the DDDA is property tax increment directly derived from investments made to taxable private property; however, investments to non-taxable property, such as improvements to right-of-way and public gathering spaces, may provide significant secondary sources of sales or non-direct property tax increment. The DDDA will consider investments into projects that increase property tax or sales tax increment, therefore promoting or contributing to future re-investment opportunities or the repayment of Obligations (as defined in the Cooperation Agreement). Complete project applications are considered on a case-by-case basis and are evaluated based upon the ability of the projects to further the mission and goals of the DDDA, as articulated in the Amended Plan. The DDDA will only fund projects that have a demonstrated public benefit.



## CATEGORIES FOR INVESTMENT

The Amended Plan identified five investment categories eligible for TIF generated within the boundaries of the DDDA to accomplish the goals described above.



**New Development and Adaptive Reuse:** The transformation of underutilized, under-performing properties, lots, and structures into vibrant, functional spaces will contribute to a more mixed-use downtown Denver and rejuvenate properties that have outlived their original purpose.



**Livability, Economic Opportunity and Jobs:** Downtown is an economic engine for the city and region. DDDA investments will bring new economic opportunity and jobs to downtown Denver by investing in initiatives that support new development, attract and retain employers, create workforce development opportunities, and revitalize the ground-floor economy.



**Parks and Public Space:** Quality public spaces serve as vital gathering spaces for social interaction, community events, and cultural expression promoting a sense of belonging for all residents. Accessible and well-designed parks support environmental sustainability and contribute to both physical and mental health. Moreover, parks and public spaces have significant economic and quality-of-life benefits. They boost adjacent property values, attract private investment, and strengthen the local economy by drawing visitors and tourists.



**Arts, Culture and Activations:** Downtown Denver is a hub for community gathering, helping to shape Denver's identity and cultural fabric. The DDDA will be available for enhancing this asset, supporting the enrichment of arts and culture in downtown Denver by supporting projects that celebrate the city's diversity, foster community pride, and stimulate economic revitalization.



**Connectivity and Mobility:** The DDDA has an opportunity to invest in connectivity and mobility enhancements that are essential for creating an accessible, efficient, and sustainable downtown Denver. Investments into connectivity and mobility can be catalysts for further economic growth and revitalization of downtown Denver. They also include wide reaching benefits like improved accessibility and inclusivity throughout downtown Denver. Lastly, these investments should aim to enhance quality of life and pedestrian experience in downtown Denver.

## EVALUATION CRITERIA

Project applications will be evaluated across five major criteria categories and distinct supporting components within each category. The following descriptions of the criterion are illustrative only and are subject to change depending upon the type and scope of any proposed project.

**Financial.** This evaluation category may include without limitation, components such as: certainty of capital structure component commitments, degree to which further private and public capital is utilized to leverage proposed TIF investment, funding request types that may be repaid or utilize the least amount of TIF, tax increment generated from the proposed projects, return on investment (ROI), necessary investment per unit or square foot (or other reasonable basis), forecasted revenue per available room (REVPAR), proforma review, responsibility for and scope of ongoing operation and maintenance costs, and others.

**Feasibility.** This evaluation category may include without limitation, components such as: applicant's prior experience and previous successful completion of similar types of projects, risk mitigation strategies, capacity of applicant to successfully complete project within schedule and cost if multiple projects will be active, applicant commitments and ability to perform, realistic project schedule, restrictions (if any), and others.

**Policy Objectives.** This evaluation category may include without limitation, components such as: proposed housing affordability levels, sustainability and climate benefits, equity and accessibility, economic diversity, livability and use of property, geographic location, alignment with adopted city plans, non-discrimination requirements (e.g. MWBE involvement and small business enterprise requirements), applicant and its contractors' history of wage theft or labor law violations, type of product, and others.

**Readiness.** This evaluation category may include without limitations, components such as: concept or design review status, financing status, land entitlement status, ownership status, project schedule, and others.

**Activation Impact.** This evaluation category may include without limitations, components such as: Regional Economic Models Inc. (REMI) economic impact score, foot traffic generation estimation, job creation estimation, longevity of economic impact over time, the amount or degree of ground floor or public facing frontage that is activated, and others.

## PROGRAM REQUIREMENTS

The DDDA and the city may include certain conditions of investment approval. These are described below and may differ by project. Some of the currently known conditions that may be required are as follows, and are subject to change from time-to-time, pursuant to the Cooperation Agreement:

**Successful inclusion of the property into the DDDA boundary.** All property associated with the proposed project shall be successfully included into the boundaries of the DDDA in accordance with Colorado Revised Statutes §§ 31-25-801, *et seq.*, as amended (DDA Statute), this Tax Increment Policy, and other applicable requirements. Inclusion into the DDDA boundaries requires approval from the DDDA Board and City Council, and evidence must be presented pursuant to the DDA Statute that satisfies the requirements for inclusion.

**Performance guarantees.** Minimum performance guarantees by the proposed project developer or owner for the amount of generated tax increment required to service any bonds or debt obligations made by the city on behalf of the DDDA.

**Sales proceeds.** The DDDA or city may require a share of proceeds from a sale of the property; for example, from a sale that results in the property becoming tax exempt or a sale that occurs prior to a total loan repayment , as provided for in an Agreement.

**City Council approvals.** Certain financing agreements, Agreements and related land entitlement requirements may be subject to approval from the City Council. The DDDA and the city cannot guarantee approval of any agreements or requirements.

**No guarantee of bond issuance.** If the level of contribution requires the issuance of debt by the city on behalf of the DDDA, the City Council must first approve of a debt issuance. The DDDA and city cannot guarantee approval of the City Council for any city-related debt issuance as a condition of negotiation for the approval of any project-specific agreements.

## FUNDING GUIDELINES

### FUNDING LEVELS

Without limitation, tax increment investment funding levels from TIF may be determined using factors described below, and others.

**Percentage of total cost of improvements:** A percentage of the total cost of improvements no greater than 20%, or as determined by the city and DDDA Board.

**Generation of property tax or sales tax increment:** A percentage of actual tax increment generated by the project over the life of the DDDA (for example: up to 25% of TIF generation for residential projects or up to 50% of TIF generation for commercial projects).

**Surplus property tax and sales tax increment:** If a project is not anticipated to increase total value of improvements nor demonstrate direct tax increment generation and will not utilize city debt

revenues, the tax increment funding level may be determined by the amount of remaining property tax or sales tax increment generated from other projects, if any.

The DDDA and city may consider higher funding levels for projects that provide extraordinary benefits to the DDDA or the city, or a high degree of alignment with the mission and goals of the DDDA and the city. The DDDA and the city reserve the right to fund at higher or lower levels in accordance with their collective priorities and future projections of taxable property values within the then-current boundaries of the DDDA. Market conditions may affect property tax and sales tax increment capture, which may result in varying funding levels. All funding availability is subject to the city's financing of appropriate obligations in accordance with the DDA Statute (e.g., the issuance of bonds, line-of-credit financing, etc.) or other surplus cash availability.

## FUNDING TYPES AND FEES

The DDDA and the city may consider several funding types based upon the demonstrated need for project funding, risks, market conditions, funding availability, and other factors.

**Tax increment performance payments:** Annual TIF payments made to the owner or developer over a certain period of time, based upon the actual tax increment captured from the project.

**Loan:** A loan utilizing TIF may be a preferred funding option for certain types of projects that may not derive direct property tax or sales tax increment or for projects requiring up-front funding.

**Lump sum:** Lump sum payments may be provided, which may require certain thresholds be satisfied (e.g., the issuance of a Certificate of Occupancy, execution of lease agreement, or other agreed upon milestones, etc.) and all other satisfied requirements.

The DDDA and the city each reserve the right to factor all costs of bonding and other financing costs, as well as any administrative, legal, and third-party costs into any appropriate agreements related to a specific project.

## APPLICATION REQUIREMENTS AND REVIEW PROCESS

Upon the city's determination of availability of TIF for projects pursuant to the Amended Plan and this Tax Increment Investment Policy, the city shall create and make available to the public an application for funding. Only complete applications will be considered, including any required supplemental information. Prior to consideration for funding, applicants may be required to meet with the DDDA and city to review the project scope and required submittals. For the DDDA and the city to consider a proposal, the applicant must submit the following or as otherwise required in the application that is subject to change from time-to-time:

**Application.**

- a. Applications will be made available on the DDDA website, which may currently be found at the following (subject to further revision): <https://denvergov.org/DDA>

**Project Narrative.**

- a. Property address and parcel number(s) of subject property or properties
- b. Proposed uses to include net square footage of residential, retail, commercial, or other uses
- c. Project timeline
- d. A statement that clearly outlines how the TIF investment in the project will further the policy objectives of the Categories for Investment, and provide a public-use benefit within the DDDA boundaries.
- e. Parking plan (if applicable)

**Project Budget and Proforma.**

- a. Total development costs: hard costs, including project contingencies; soft costs including all design fees, developer fees and permitting fees; and other fees if applicable.
- b. Sources and uses statement: proposed developer financing including estimated project income, and proposed equity contributions.

**Proposed TIF Contribution.**

- a. Investment requested from generated TIF. Include the amount requested and when TIF funding may be needed. To estimate the project's generated TIF, a proposal must include the estimated sales per square foot for commercial projects and a future estimated assessed value upon project completion; an appraisal or other supplemental information may be required to support that future value.
- b. Justification for requested funds. A detailed cost breakdown of the proposed improvements. Eligible costs refer only to costs associated with the categories of projects described above.
- c. Demonstration of the project need and description of how the project will be better and of the highest quality with the use of TIF.

**Design and Site Plan.**

- a. Current aerials or elevation photos of the site.
- b. Proposed elevations and building massing performed by a licensed architect. If an historic landmark, provide historic photo examples to demonstrate the relationship of building in the historic photo to the proposed design. Elevations should be in color and sufficient in quality and size to review architectural features.
- c. Proposed site plan.
- d. Proposed public improvements. Include improvements proposed to exist in the public right-of-way, including sidewalks, alleyways, lighting, or other.

Underwriting Fee (if applicable).

- a. For certain projects that require extraordinary or specialized analysis, the DDDA and the city reserve the right to impose any necessary fees, payable in advance, associated with the review of proposals or the cost of preparing the project's related agreements, whether such agreements are ultimately executed or not. Such fee shall be calculated to reasonably offset the related costs that may be incurred by the DDDA, or the city as described herein, and may be subject to change upon the determination of the city's Manager of Finance.

Upon submittal of the application materials, the city will advise the applicant whether the application is complete or if additional information is needed for consideration. City staff will then prepare a funding recommendation and submit it to the DDDA Board for consideration at an upcoming DDDA Board meeting. At the applicable DDDA Board meeting, the applicant may be asked to provide a short presentation to the DDDA Board about the project and a discussion may be held on the TIF investment request. A separate but similar process may be required for the City Council approvals, if applicable. The city and DDDA will establish a more detailed process for TIF funding approval, as mutually agreed upon in the Cooperation Agreement between the DDDA and the city.

Any determination of the city and DDDA related to the denial, acceptance and/or conditional terms of approval for any application shall be specific to each such individual application and shall not be considered to be precedent for the review, denial or approval of any future application(s). Each submitted application shall be reviewed and considered on its own merits in the sole discretion of the DDDA and the city, respectively, in accordance with this Tax Increment Investment Policy and the Cooperation Agreement, and any other pertinent rules or regulations promulgated by the city or the DDDA in connection thereto.

## TAX INCREMENT DEVELOPMENT AGREEMENT

If the project is approved for TIF investment by the DDDA and city, the appropriate city staff will draft a Tax Increment Development Agreement (Agreement) for the project to be approved by the DDDA Board and City Council, if applicable. At a minimum, the Agreement will include the following:

### **Developer requirements.**

- a. Project scope including exhibits that reflect the approved design elements and public right-of-way improvements (if any).
- b. Project timelines for commencement and completion.
- c. Project investment and reimbursement requirements.
- d. Right of access for verification of work completed.
- e. Minimum guarantees for tax increment generation.
- f. TIF funding amount and disbursement method.

### **Eligible reimbursements.**

- a. A list of eligible project reimbursements with associated costs.

**Sale proceeds.**

- a. If applicable, the share of sales proceeds if the project sells or is transferred in a certain timeframe.
- b. Process for repayment if project is sold to a non-taxable entity.

**Easements or access agreements.**

- a. Grant of easement if project includes public right-of-way improvements or long-term maintenance agreements.
- b. Lien waivers may be required by the city for certain projects.

**Petition for inclusion.**

- a. Applicants must successfully include all property that a project will take place upon into the DDDA boundaries prior to the City entering into an Agreement with such applicants that promises the use of TIF revenue for the project.
- b. The successful inclusion of property into the DDDA boundaries requires the approval from the DDDA Board and City Council in accordance with the DDA Statute and other applicable regulations and procedures.

TIF funds will be released to owners or developers based on the terms and conditions of the TIF Development Agreements and satisfactory completion of all requirements. The city and the DDDA reserves the right to change this Tax Increment Investment Policy and Program at any time, without notice.

**Contact**

[capitalplanningandprogramming@denvergov.org](mailto:capitalplanningandprogramming@denvergov.org)

**Website and Mailing List**

[denvergov.org/DDA](http://denvergov.org/DDA)

