



RESOLUTION

A RESOLUTION ADOPTING THE THORNTON DEVELOPMENT AUTHORITY RELOCATION ASSISTANCE FOR DISPLACED BUSINESSES POLICY.

WHEREAS, the Thornton Development Authority (TDA) is a corporate body that was established under and operates per the provisions of C.R.S. § 31-25-101 *et seq.* (Act); and

WHEREAS, the TDA has all the powers necessary or convenient to carry out and effectuate the purposes and provisions of the Act; and

WHEREAS, pursuant to the Act, any urban renewal authority that exercises the power of eminent domain to transfer acquired property to another private party, as authorized in accordance with the requirements of C.R.S. § 31-25-105.5, shall adopt relocation assistance and land acquisition policies to benefit displaced persons that are consistent with those set forth in Article 56 of Title 24, C.R.S.; and

WHEREAS, on January 11, 2022, City Council adopted Ordinance 3612 on second reading finding and determining, among other things, that acquisition or condemnation of all or a portion of the Thornton Shopping Center property, as defined in that Ordinance (Property), is necessary and required for public purposes to carry out the Amended and Restated South Thornton Urban Renewal Plan (Plan), and authorized the TDA to use eminent domain to acquire all or a portion of the Property; and

WHEREAS, on January 11, 2022, the TDA adopted Resolution TDA No. 2022-001 authorizing the TDA and other parties as necessary to, among other things, conduct good faith negotiations and make an offer of just compensation to acquire all or a portion of the Property and, if necessary, initiate condemnation proceedings and prosecute the proceedings to their conclusions; and

WHEREAS, following a public hearing on September 14, 2021, and pursuant to Resolution C.D. No. 2021-136, City Council found that the South Thornton Urban Renewal Area remains blighted, the Property is located in a blighted area, and the Property itself is blighted; and

WHEREAS, should the TDA acquire the Property by eminent domain, the TDA anticipates that, in order to eliminate the blighted conditions, it may have to relocate business interests currently located on the Property; and

WHEREAS, in accordance with the Act and Section 6.8 of the Plan, and in compliance with all applicable laws, the TDA desires to adopt a relocation assistance and land acquisition policy in anticipation of the potential acquisition of the Property by eminent domain and the possible transfer of the Property to another private party; and

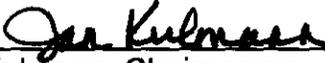
WHEREAS, it is the TDA's intent for the Thornton Development Authority Relocation Assistance for Displaced Businesses Policy to apply to eligible displaced businesses in all urban renewal areas within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE THORNTON DEVELOPMENT AUTHORITY, AS FOLLOWS:

1. The TDA finds that a comprehensive policy is necessary for providing relocation benefits and protections for businesses that may be displaced by urban renewal projects.
2. The TDA finds that the attached Thornton Development Authority Relocation Assistance for Displaced Businesses Policy is consistent with the provisions of C.R.S. § 31-25-101 *et seq.* and all other applicable laws and regulations.
3. The TDA hereby adopts the Thornton Development Authority Relocation Assistance for Displaced Businesses Policy, attached hereto as Exhibit A, which shall be effective immediately and shall supersede and replace all other previously adopted TDA policies related to relocation assistance and land acquisition.

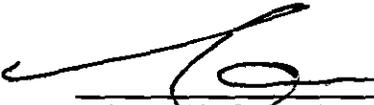
PASSED AND ADOPTED at a regular meeting of the Thornton Development Authority, on May 24, 2022.

THORNTON DEVELOPMENT AUTHORITY



Jan Kulmann, Chairperson

ATTEST:



Kristen N. Rosenbaum, City Clerk

THORNTON DEVELOPMENT AUTHORITY

RELOCATION ASSISTANCE FOR DISPLACED BUSINESSES POLICY

1. PURPOSE

The Thornton Development Authority (TDA) adopts this Policy that describes the requirements governing the provision of relocation payments and other relocation assistance to businesses as a result of acquisition of property pursuant to applicable law and adopted Urban Renewal Plans (each a "Plan") in the City of Thornton (City). This Policy shall apply to Projects as specified by the TDA by resolution. It may be modified by the TDA from time to time, for example, based on resources available to the TDA or to respond to needs of relocated businesses.

This Policy is adopted in compliance with the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, the Relocation and Assistance and Land Acquisition Law, C.R.S. § 24-56-101, *et seq.*, and the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended, 42 U.S.C. 4601, *et seq.*

2. SCOPE

A. Relocation Plan. This Policy governs business relocation and land acquisition actions of the TDA. The specific provisions of this Policy shall govern and control over the general provisions of the Plan in the event of a conflict between the documents.

B. Nature of Payments. The benefits contained in this Policy are administrative in nature and are paid in compliance with the urban renewal laws of the State of Colorado. No federal or state funds are being utilized by the TDA to make relocation payments.

C. No Contract. Nothing in this Policy shall be construed as an entitlement or a contractual or promissory obligation to make relocation payments.

3. DEFINITIONS.

The following definitions shall be used by the TDA in interpreting the payments and benefits available under this Policy.

Action by the TDA. Any lawful, authorized activity undertaken by the TDA, its agents or assigns, or one operating under the direction of the TDA.

Business. A commercial enterprise or any lawful activity that is conducted primarily:

- a. For the purchase, sale, lease or rental of personal or real property;
- b. For the manufacture, processing or marketing of products, commodities, or any other personal property;
- c. By a nonprofit organization that has established its nonprofit status under applicable Federal or State law;
- d. For research and development; or
- e. For the sale of services to the public.

This definition shall not include: (1) outdoor advertising displays that are intended to be acquired as part of the real property purchased by the TDA; (2) owners and operators of public utilities such as cable, electrical, gas and telephone lines and related service facilities; or (3) owners of property whose sole business with regard to the property is the rental of such property to others.

Displaced Business. Any Business that is required to move from real property or moves its personal property from real property that is acquired as a result of the action of the TDA for projects within an Urban Renewal Area, if such Business is occupying such real property on the eligibility date that the TDA designates by resolution that Businesses in a particular project are eligible for relocation benefits and otherwise is eligible for relocation expense benefits and complies with this Policy. "Displaced Business" does not include a business that has been unlawfully occupying the Premises, that occupied the Premises for the purpose of obtaining relocation benefits, or a business that occupies the Premises for a period expressly subject to termination when the property is deemed necessary for an urban renewal project.

Notice to Relocate. The written notice from the TDA to an Owner or Business that it must move from its current location in an Urban Renewal Area. Relocation shall not be required upon less than ninety days' notice and shall not be required until the TDA either owns or has legal possession pursuant to contract or court order of the real property from which the Owner or Business must move. A Notice to Relocate and negotiations concerning relocation may occur at any time prior to the TDA taking title to or possession of real property.

Owner. Any person who owns fee simple title or a life estate in real property to be acquired for an urban renewal Project or who holds any other interest that in the sole judgment and discretion of the TDA warrants consideration as ownership.

Premises. The location that must be vacated by the Displaced Business pursuant to a relocation schedule established by the TDA. Size of Premises shall be determined by measurement of areas occupied by essential functions of the Business, including ancillary office and storage areas, which storage areas must be occupied by inventory, supplies and equipment actually in use by the Business.

Project. Any urban renewal or redevelopment project in an Urban Renewal Area.

Property, Personal. Tangible property that is classified by the TDA as personally under Colorado law, is located on real property to be acquired by the TDA, and is not purchased by the TDA in the acquisition of such real property.

Property, Real. Property that is classified by the TDA as realty under Colorado law, for example, fixtures that cannot be moved at a reasonable cost. Relocation expenses shall not be reimbursed for fixtures and other items of real property that have been purchased by the TDA in connection with its acquisition of the realty from which a Displaced Business is moving.

Urban Renewal Area. An area described in an Urban Renewal Plan and within the jurisdiction of the TDA.

Urban Renewal Plan. An Urban Renewal Plan that was approved and adopted by the City Council of the City of Thornton, and that has been or may be amended by such City Council from time to time.

4. RELOCATION ASSISTANCE ADVISORY SERVICES

A. General. The TDA will provide relocation assistance that offers the services described below. The purpose of the assistance is to minimize inconvenience to persons who must be relocated and to provide an information program to advise these persons of relocation activities and benefits on a continuing basis.

B. Services to be Provided. The TDA, through its staff, agents, and consultants, shall endeavor to determine and make timely recommendations on the needs and preferences, if any, of Displaced Businesses for relocation assistance, including:

1. Assistance with identifying real estate brokers and others who may help locate replacement site alternatives and otherwise to provide current and continuing information on the availability, sales prices, and rental changes of suitable relocation premises and sites;
2. Assistance in identifying services for moving, packing, storage and insurance;
3. Assistance with the TDA's relocation expense procedures and submittals for relocation expenses; and
4. Information concerning federal, state, and local programs that may offer financial and technical assistance to the Displaced Business, including other economic development and business retention programs that may provide incentives for relocating within the City or within an Urban Renewal Area.

5. GENERAL RELOCATION ASSISTANCE REQUIREMENTS

A. No Duplication of Payments. No Displaced Business shall receive any compensation for relocation that, in the opinion of the TDA, would substantially duplicate the compensation that was received or that an owner or Displaced Business is eligible to receive under the state law of eminent domain or under any other local, state or federal law or regulation or that a Displaced Business is eligible to receive as a result of the termination of its lease. Under no circumstances will there be a duplication of payments based on property acquisition or lease termination and for relocation.

B. Least Cost Approach. The amount of payment for an eligible relocation expense shall not exceed the least costly method, as determined by the TDA, of accomplishing the objective of payment without causing undue hardship to the Displaced Business.

C. Determination of Eligibility. For each Project that requires relocation of Businesses, the TDA will designate a person who shall have primary responsibility for establishing eligibility for the amount of relocation payments claimed in accordance with this Policy. Appeals from the decisions made by this person shall be determined in accordance with Section 9 hereof.

D. Documentation. If requested, any claim for a relocation payment shall be submitted to the TDA on the appropriate form and supported by such documentation as may reasonably be required by the TDA to establish accurately expenses incurred, such as bills, statements, certified prices, appraisals, or other evidence of such expenses.

E. Set Off for Claims. The TDA may withhold any part or all of a relocation payment to a Displaced Business to satisfy any monetary obligation that the Displaced Business owes to the TDA or the City of Thornton, including, but not limited to, rental payments and taxes.

F. Burden of Proof. Claimants shall have the burden of proof to establish eligibility for an amount of any relocation payment claimed hereunder.

G. Time for Moving. All claimants must complete any relocation from their current sites by the date specified in the relocation agreement with the TDA or, if no agreement is achieved, within ninety days of receiving a written Notice to Relocate from the TDA or within such additional time as the TDA may determine and specify in writing. Failure to meet relocation deadlines may result in the Displaced Businesses' ineligibility to receive benefits pursuant to this Policy.

H. Ineligible Businesses.

1. Owner's Obligation to Notify New Tenants. No Owner within an Urban Renewal Area shall lease Premises to a tenant, or otherwise allow a person or Business to occupy Premises after the Owner's receipt of the TDA's Notice of

Intent to Acquire the property without giving prior written notice to such tenant that the property is being acquired by the TDA and that such tenant may not be eligible for relocation benefits from the TDA. A copy of the Owner's notice to the tenant shall be delivered to the TDA.

2. Categories of Ineligibility. The following Businesses shall not be eligible for relocation assistance:

- a. One that does not occupy real property in the Project area on the eligibility date established by the TDA.
- b. Any Business that moves before receiving a Notice to Relocate from the TDA, if such property is for any reason not redeveloped pursuant to an Urban Renewal Plan. If a Business moves before receiving a Notice to Relocate, the TDA's designee may, but is not required to, enter into a relocation agreement with such Business if the Business's move was in anticipation of a Notice to Relocate.
- c. A subtenant of a tenant, unless such subtenant demonstrates, with documentation satisfactory to the TDA, that is a separate legal entity from the tenant and otherwise satisfies the eligibility requirements of this Policy.
- d. Any Business that the TDA determines had prior plans to relocate for reasons independent of the Project for which the TDA is acquiring the property.
- e. Expenses of relocating outdoor advertising displays and public utilities are not eligible for relocation payments hereunder.
- f. Multiple lease agreements for different leasehold areas shall not be considered multiple tenancies if the TDA determines, in its sole judgment and discretion, that the areas are operated as a single business.
- g. Any Displaced Business that is operating in violation of applicable law shall not be eligible for relocation expenses pursuant to this Policy. This shall include, but not be limited to, businesses operating without required licenses or in violation of applicable land use laws and regulations.
- i. Any Business to whom the TDA or the Project developer made a good faith offer to retain as a tenant or owner in a Project and which business declined such offer.

3. Time Limit for Submission of Claims. No request for relocation benefits will be paid unless all claims and documentation are submitted to the TDA within six (6) months of the date on which the Displaced Business completes its move.

4. Credit for Lease Cancellation Payment. If a Business is eligible under its existing lease for a lease termination settlement, the Business shall not

also receive relocation benefits, but may choose between either lease settlement or the relocation benefits.

6. ELIGIBLE EXPENSES

A. GENERAL PROVISIONS

1. Inspections and Inventory. To be eligible for payment under this section, the Displaced Business shall:

a. Permit the TDA to make reasonable and timely inspections of the personal property at the existing Premises and replacement sites, including making photographs and other documentation of the existing and replacement sites.

b. Provide an inventory of all personal property expected to be moved within sixty (60) calendar days after receiving a Notice to Relocate from the TDA and, if the Business is a tenant, a list of all real property improvements made by the Business that are affixed to the real property and belong to the owner.

2. Documentation. Reimbursement of actual reasonable expenses requires submission of all receipts and review by the TDA to determine the reasonableness of the expenses. Reasonableness of expenses shall be based on industry customary and standard moving costs on a per square foot basis as determined by the TDA, by a professional moving company or other vendors of services as applicable to the situation. Payments shall be paid directly to the contractors and vendors hired to perform the work unless the Displaced Business provides documentation that it has paid the contractors and vendors and therefore claims reimbursement directly to the Displaced Business. A Displaced Business that is leasing Premises must provide a copy of any written lease to the TDA.

3. Self-Moves. Self-moves shall be compensated by the lump sum formulas provided below.

B. MOVING OUT OF EXISTING PREMISES.

1. Moving Expenses. A Displaced Business may choose either reimbursement of actual reasonable moving expenses or a lump sum payment in lieu of actual reasonable moving expenses, as provided below.

a. Actual reasonable expenses in moving the Displaced Business and for searching for a replacement location, as identified in Section 6(B)(2), below (if a Displaced Business chooses to relocate to a site that requires a move in excess of 50 miles, the TDA will pay moving costs pursuant to this Policy based on the assumption that the Business is moving 50 miles away); or

b. Lump sum payments to pay for the reasonable costs of moving expenses and searching for a replacement location that shall not require documentation of actual expenditures, as follows:

(1) \$2,000 moving stipend to be paid directly to the Displaced Business to cover packing, crating, moving, unpacking, and uncrating personal property; and

(2) \$2,000 to cover any expenses incurred in the following categories:

(a) Professional services, including, but not limited to, architects, brokers, planners, attorneys, engineers, and consultants hired for such activities as finding a new location, negotiating a new lease or purchase of the new location, and planning the move of the personal property. Professional fees incurred in connection with representing the Displaced Business in preparing a relocation claim or in the contacts or proceedings before the TDA, including grievance procedures or other administrative or legal proceedings or suit, shall not be eligible for reimbursement.

(b) Liability or casualty insurance in connection with the move and any temporary storage.

(c) Transportation expenses in connection with relocation.

2. Eligible Moving and Related Expenses. Payment of actual reasonable moving expenses shall be limited to the following:

a. Packing, crating, unpacking, and uncrating of personal property.

b. Disconnecting, dismantling, removing, reassembling, and reinstalling machinery, equipment, and other personal property, but only if the Business provides a list of property that is to be disconnected and reinstalled at the replacement location to the TDA by the date set for submission of the list by the TDA.

c. Insurance for the replacement value of personal property in connection with the move and necessary temporary storage.

d. The replacement value of personal property lost, stolen, or damaged in the process of moving (not through the fault or negligence of

the Displaced Business, its agent(s), or employee(s)) where insurance covering such loss, theft, or damage is not reasonably available.

e. A license, permit, fee or certification required of the Business at the replacement location.

f. Professional services the TDA deems to be actual, reasonable, and necessary for planning the move of personal property, moving the personal property, and installing the relocated personal property.

g. Relettering signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move.

h. Actual direct losses of tangible personal property as a result of moving or discontinuing a Business, not exceed an amount equal to the reasonable expenses that would have been required to relocate such property, as determined by the TDA.

i. The reasonable cost incurred in attempting to sell an item that is not to be relocated.

j. Actual expenses incurred in searching for a replacement location, not to exceed \$2,500, as the TDA determines to be reasonable, to include transportation; meals and lodging away from home; time spent searching based on reasonable salary or earning; fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of such sites; time spent in obtaining permits and attending zoning hearings; time spent negotiating the purchase of a replacement site based on a reasonable salary or earnings.

3. Substitute Personal Property. If a Displaced Business wishes to not move personal property that is used as part of the Business, but to promptly replace such property with a comparable substitute item at the replacement site, the Displaced Business is entitled to payment of the lesser of:

a. The cost of the substitute item, including installation cost at the replacement site, minus any proceeds from the sale, salvage or trade-in of the replaced item, if any; or

b. The estimated cost of moving and installing the replaced item, based on the lowest acceptable bid or estimate by the TDA for eligible moving and related expenses, but with no allowances for storage.

4. Real Property Fixtures. A Displaced Business shall not be compensated for loss of real property fixtures installed on the Premises to be

vacated unless the Business provides evidence satisfactory to the TDA that the Business installed the fixtures and that the Business, not the Owner of the Premises, owns the fixtures. If such evidence is provided, the value of the fixtures will be established by the TDA, subject to reduction for depreciation calculated by the TDA. The value reimbursed to the Business shall be only for the Business's remaining lease term in the Premises.

C. INTERIM EXPENSES. A Displaced Business may request payment of expenses incurred between the time it moves from its existing Premises to its replacement premises as follows:

1. Temporary Storage. Actual cost of temporary storage of personal property as the TDA determines to be necessary based on customary and standard rates as determined by the TDA. The period of storage shall not exceed twelve (12) months. The storage space shall not exceed 50 percent (50%) of the Premises from which the Displaced Business is relocating. The TDA shall not authorize payment of temporary storage costs unless replacement premises have been leased or contracted for purchase by the Business and the Business must store its property pending completion of tenant finish or other specific and reasonable deadlines.

2. Business Interruption. The TDA shall make a "Business Interruption Payment" to the Displaced Business not to exceed the lesser of ten thousand dollars (\$10,000.00) or one-fourth of the average annual taxable income shown on the three most recent federal income tax returns of the Business concerned. If a Displaced Business fails to produce its three most recent federal income tax returns, it shall not receive a Business Interruption Payment.

D. REESTABLISHMENT AT NEW PREMISES.

1. Reestablishment Expenses. A Displaced Business may claim benefits relating to expenses actually and reasonably incurred in reestablishing its Business, which shall be limited to the following:

a. Repairs or improvements to the replacement real property as required by Federal, State, or local law, code, or ordinance.

b. Modifications to the replacement real property to accommodate the Business or make replacement structures suitable for conducting business.

c. Construction and installation costs for exterior signing to advertise the Business.

d. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling, or carpeting.

e. Advertisement of replacement location.

f. Estimated increased costs of operation during the first two years at the replacement site for such items as lease or rental charges, personal or real property taxes, insurance premiums, and utility charges.

2. Limitation. Benefits paid under this Section 6(D) for the actual reasonable expenses necessary to reestablish a Business at its new site shall not exceed \$10,000.

E. ALTERNATIVE COMPENSATION.

1. Fixed Lump Sum Payment. A Displaced Business may choose a fixed lump sum payment in lieu of all other payments under this Policy, except the Business Interruption Payment ("Fixed Payment"). The Fixed Payment shall be equal to the average annual net earnings of the Business, not to exceed \$20,000. The average annual net earnings of a Business are one-half of its net earnings before Federal, State, and local income taxes during the two taxable years immediately prior to the taxable year in which it was displaced. If the Business was not in operation for the full two taxable years prior to displacement, net earnings shall be based on the actual period of operation at the Premises during the two taxable years prior to displacement, projected to an annual rate. Net earnings include any compensation obtained from the Business by its owner, the owner's spouse, and dependents. The Displaced Business shall provide the TDA proof of net earnings through income tax returns, certified financial statements, or other reasonable evidence, which the TDA determines is satisfactory.

7. RELOCATION SETTLEMENTS

A. Total Settlement. It is the intent of the TDA to arrive at negotiated total lump-sum settlements with all Displaced Businesses. Those settlements will compensate all of the eligible expenses contained herein. Claimants will receive one-half of the payment amount following approval of the Business's relocation agreement by the TDA, but not prior to receipt of a Notice to Relocate sent by the TDA. The remaining one-half will be paid no later than one week following proof the claimant has vacated the property. If a settlement is not reached by negotiation, payments shall be made as outlined in Section 9, Appeals, below.

B. Security Deposits. If a Business has paid a security deposit to a landlord or property manager for a lease on property to which the TDA is taking title or possession, the TDA shall request the holder of the security deposit to refund the deposit to the Business or to turn over the deposit to the TDA for refund to the Business. If the holder of the security deposit refuses to refund the deposit, the Business shall document its claim to the deposit to the satisfaction of the TDA and assign such claim to the TDA so that the

TDA may assert the claim against the holder of the security deposit. Upon such assignment, the TDA shall pay the deposit to the Business.

8. INELIGIBLE MOVE AND RELATED EXPENSES

A Displaced Business is not entitled to payment for:

- A. Cost of moving any improvement other than personal property. If a Business chooses to salvage fixtures, it shall do so at its own expense.
- B. Interest on a loan to cover moving or storage expense.
- C. Loss of good will.
- D. Loss of profits.
- E. Loss of trained employees.
- F. Configuration or physical changes at the replacement location of business, except as otherwise provided in this Policy.
- G. Any additional expense of a Business that was incurred because of operating in a new location, except as otherwise provided in this Policy.
- H. Personal injury.
- I. Any legal fee or other cost for preparing a claim for a relocation payment or for representing claimant before the TDA or any other body or court.
- J. Taxes.
- K. Any expense or payment for which the Business receives reimbursement or compensation from other source or pursuant to any other law, rule or regulation.
- L. Any expenses not specifically listed as eligible for payment in this Policy.

9. APPEALS

A. Dispute Resolution. It is the intent of the TDA to provide an efficient, fair process for settlement of eligible relocation expenses. The TDA prefers a negotiated settlement that is mutually fair and beneficial to both the TDA and Displaced Business. In order to achieve this result, the TDA prefers that impasses in negotiation be resolved through mediation and will arrange for a mediation process upon the request of a Displaced Business when impasse exists. Mediation shall be a prerequisite to filing an appeal under this Section.

B. Selection of Mediator. If the TDA determines that a settlement of eligible relocation expenses with a Displaced Business cannot be reached due to an impasse in negotiations, the TDA shall schedule a session with a mediator within thirty (30) calendar days of a written notice to the Displaced Business that an impasse exists, or within such time period as the TDA and Displaced Business may mutually agree. The mediator shall be selected by mutual consent of the TDA and the Displaced Business. If the Displaced Business refuses to participate in the selection of a mediator or unreasonably withholds consent in the selection of a mediator, the TDA shall make a final determination of benefits, that shall be payable upon the Displaced Business's completion of the move

from the Project area. The Displaced Business shall have no right of appeal or judicial review of such determination.

C. Unsuccessful Mediation. If the mediation fails to result in a relocation agreement acceptable to the TDA and the Displaced Business, the TDA shall make a final determination of benefits, and shall pay one-half of such determination immediately and the final one-half of the undisputed amount within one week of the Displaced Business vacating the Premises. Any final payment shall be made at the conclusion of the appeal if one is filed.

D. Scope and Timing of Appeal. If mediation is unsuccessful, the TDA shall request the mediator to provide a dated notice that the dispute could not be resolved to the satisfaction of both the TDA and the Displaced Business. The Displaced Business shall have fourteen (14) calendar days from the date of that notice to file an appeal with the TDA. The appeal shall be limited to a determination regarding eligibility for or the amount of payments set forth in this Policy and pursuant to any further resolution or actions of the TDA establishing rates for eligible expenses.

E. Initiation of Appeal. An appeal is instituted by a written request for review by the claimant, that may include any documentation deemed relevant by the claimant. If a hearing is requested in the request for review, it shall be scheduled within thirty (30) calendar days before a hearing officer designated by the TDA. If no hearing is desired, the officer shall decide the appeal based on the documentation provided with the request for review. In either case, the officer's decision shall be subject to review and revision by the TDA. All supporting documentation shall be filed with the TDA at least seven (7) calendar days prior to the hearing. Information submitted thereafter need not be considered by the TDA.

F. Right to Representation. A claimant may be represented by legal counsel in connection with the appeal, solely at its own expense.

G. Review of Files by Claimant. The TDA will permit a claimant to inspect and copy all files and records pertinent to such appeal, subject to any limitations imposed by the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq., including the limitations contained therein, and at the expense of the claimant.

H. Scope of Review. In deciding the appeal, the hearing officer shall consider:

1. All applicable rules and regulations;
2. All pertinent justification and written materials submitted by the claimant;
3. All material upon which the TDA staff based the determination being appealed and any other available information that is needed to assure a fair and full review of the appeal.

I. Determination and Notification After Written Appeal. The hearing officer shall make a written determination within thirty (30) calendar days of the hearing, or if no hearing is requested, within thirty (30) calendar days of the receipt of the request for review, and shall furnish the claimant with a copy. The written determination will include, but need not be limited to:

1. The factual and legal basis upon which the decision was based, including any pertinent explanation; and,
2. If any payment or other relief to the claimant is granted, a statement of how this will be provided.

J. Determinations Final. Determinations on appeals made by the hearing officer and the TDA shall be a final decision. The person bringing the appeal shall have the right to seek judicial review of the final decision by the hearing officer or the TDA pursuant to C.R.S. § 24-4-106.