

AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Phone: 303-779-5710

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Matt Hopper	President	2022/May 2022
Carla Ferreira	Vice President	2022/May 2022
Michael Sheldon	Treasurer	2023/May 2023
Cynthia (Cindy) Shearon	Assistant Secretary	2023/May 2023
VACANT	Assistant Secretary	2022/May 2022
VACANT	Assistant Secretary	2023/May 2023
VACANT	Assistant Secretary	2023/May 2023
Denise Denslow	Secretary	N/A

DATE: **September 28, 2020**
 TIME: **3:00 P.M.**
 PLACE: **Information Center**
3900 E. 470 Beltway
Aurora, CO 80019

THERE WILL BE ONE PERSON PRESENT AT THE ABOVE-REFERENCED PHYSICAL LOCATION.

DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY VIDEO ENABLED WEB CONFERENCE. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM AT:

<https://zoom.us/j/97191955066?pwd=akllbjFic3VKYW9TS3l0NGpyUnNSUT09>

Meeting ID: 971 9195 5066
Passcode: 021358
Or Dial In:
312-626-6799

I. ADMINISTRATIVE MATTERS

A. Present disclosures of potential conflicts of interest.

- B. Confirm Quorum, location of meeting and posting of meeting notices. Approve Agenda.

- C. Public Comment. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

II. CONSENT AGENDA

Consent Agenda – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless a board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- A. Ratify approval of **Task Order No. 24** under the MSA for Planning and Landscape Architecture Services by and between the Aerotropolis Area Coordinating Metropolitan District (“District”) and **Norris Design, Inc.** for The Aurora Highlands – Main Street Soccer Field Study, in the amount of \$10,700.

- B. Ratify approval of **Task Order No. 20** under the MSA for Planning and Architectural Services by and between the District and **Norris Design, Inc.** for Park 03 Site Plan, in an amount not to exceed \$160,000.

- C. Ratify approval of **Task Order No. 23** under the MSA for Planning and Landscape Architecture Services by and between the District and **Norris Design, Inc.** for Infrastructure Site Plan 04, in an amount not to exceed \$115,000.

- D. Ratify approval of **Master Service Agreement** (“MSA”) by and between the District and **AECOM Technical Services, Inc.** for Program Management, Design, and Construction Support Services.

- E. Ratify approval of **Task Order No. 01** under the MSA by and between the District and **AECOM Technical Services, Inc.** for Program Management, Design, and Construction Support Services, for Program Management Support Services – Phase 1 in the amount of \$480,885.

- F. Ratify approval of **Change Order No. 01** under the Construction Agreement by and between the District and **BT Construction, Inc.** for The Aurora Highlands Parkway Zone 3 36-Inch Waterline, in the deductive amount of (\$7,125.00).

- G. Ratify approval of **Notice of Award** of Construction Contract to **Golden Triangle Construction, Inc.** for Entry Monument Phase 2, in the amount of \$2,327,388, and authorization of execution of Notice to Proceed.

III. LEGAL MATTERS

- A. Review and consider approval of Memorandum of Understanding by and between the District and Richmond American Homes of Colorado, Inc. concerning shared control measures in the use of stormwater discharge permitted areas (enclosure).

- B. Discuss and consider engagement of Brownstein Hyatt Harber Schreck, LLP for Construction Contracting Matters.

- C. Discuss and consider adoption of Resolution No. 2020-09-01; Resolution Establishing Parameters Relating to Public Bidding and Construction Contracts (to be distributed).

IV. FINANCIAL MATTERS

- A. Ratify approval of payment of interim claims, consisting of check nos. 1747 - 1748 and five (5) wire transfers, in the amount of \$15,846.82 (enclosure).

- B. Discuss status of Lender funding requests and consider approval of payment of claims for operating costs, in the amount of \$59,263.67 (numbers based upon information available at time of preparation of Agenda, final numbers to be presented by accountant at meeting) (enclosure).

- C. Discuss status of Lender funding request and consider approval of payment of claims drawn against the 2020A Bonds, in the amount of \$2,980,765.40 (numbers based upon information available at time of preparation of Agenda, final numbers to be presented by accountant at meeting).

- D. Discuss status of Lender funding request and consider acceptance of claims for capital expenses to be exchanged for equivalent value of 2020B Bonds, in the amount of \$1,585.00 (numbers based upon information available at time of preparation of Agenda, final numbers to be presented by accountant at meeting).

- E. Review and accept schedule of unaudited financial statements dated July 31, 2020 and cash position report dated July 31, 2020, updated as of September 23, 2020 (enclosure).

- F. Discuss and consider approval of recommendation to The Aurora Highlands Community Authority Board (“CAB”) for acceptance of the CAB and District Engineer’s Report and Verification of Costs Associated with Public Improvements (Draw No. 27) prepared by Schedio Group LLC (to be distributed).

- G. Discuss schedule for processing future draws and Board meetings.

V. CAPITAL PROJECTS

A. Discuss and consider approval of Draw Request No. 27, in the total amount of \$3,963,699.01*, prepared by the District’s Program Manager (enclosure- Draw Request No. 27 Summary and list of draw checks):

CAB (A Bonds)	\$2,980,765.40
CAB (B Bonds)	\$ 1,585.00
ARTA	\$ 920,160.74
ATEC	\$ 9,564.34
Developer	<u>\$ 51,623.53</u>
Total:	\$3,963,699.01*

*Numbers based upon information available at time of preparation of Agenda, final numbers to be presented by accountant at meeting.

Capital Projects:

B. Discuss and consider Lender Commitment to fund and approval of proposal for engagement of Construction Manager.

C. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 02** to MSA for Design and Support Services by and between the District and **AECOM Technical Services, Inc.** for As Needed Support Services, subject to approval of the Construction Committee.

D. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 03** to MSA for Design and Support Services by and between the District and **AECOM Technical Services, Inc.** for Program Management Support Services – Phase 1 – Direct Costs, subject to approval of the Construction Committee.

E. Discuss and consider approval of **MSA** for Limited Construction Management Services by and between the CAB and **AECOM Technical Services, Inc.**

- F. Discuss and consider approval of **Task Order No. 01** to MSA for Limited Construction Management Services by and between the CAB and **AECOM Technical Services, Inc.** for First Phase of Services.
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- G. Discuss and consider Lender Commitment to fund and approval of **Task Order** to MSA for Surveying Services by and between the District and **Aztec Consultants, Inc.** for Dry Utilities Coordination, subject to approval of the Construction Committee.
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- H. Discuss and consider Lender Commitment to fund and approval of **Task Order** to MSA for Surveying Services by and between the District and **Aztec Consultants, Inc.** for Mainstreet Phase 1-2, 42nd Ave and AURA Blvd Phase 1 - Utilities, subject to approval of the Construction Committee.
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- I. Discuss and consider Lender Commitment to fund and approval of **Change Order** to Construction Agreement by and between the District and **Brightview Landscape Development, Inc.** for E-470 Maintenance Building, subject to approval of the Construction Committee.
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- J. Discuss and consider Lender Commitment to fund and approval of **Task Order** to MSA for Geotechnical Services by and between the District and **CTL Thompson, Inc.** for Sanitary Sewer F1, subject to approval of the Construction Committee.
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- K. Discuss and consider Lender Commitment to fund and approval of **Task Order** to MSA for Geotechnical Services by and between the District and **CTL Thompson, Inc.** for 15-SRM 42nd Ave P1, Aura Blvd P1-2, EWEC & Demo, subject to approval of the Construction Committee.
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- L. Discuss and consider Lender Commitment to fund and approval of **Notice of Award** of Construction Contract to **DCB Construction Company, Inc.** for Entry Monument 5A and B, in the amount of \$596,347, and authorize execution of Notice to Proceed, subject to approval of the Construction Committee.

- M. Discuss and consider Lender Commitment to fund and approval of **Notice of Award** of Construction Contract to **Dynalectric Company** for Street Lighting, in the amount of \$2,317,721.38, and authorize execution of Notice to Proceed, subject to approval of the Construction Committee.

- N. Discuss and consider Lender Commitment to fund and approval of **Change Order** to Construction Agreement by and between the District and **Golden Triangle Construction, Inc.** for Entry Monument Phase 2, subject to approval of the Construction Committee.

- O. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Iron Woman Construction & Environmental Services, LLC** for 38th Place Utilities, subject to approval of the Construction Committee.

- P. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Iron Woman Construction & Environmental Services, LLC** for Mainstreet P1-2, 42nd Ave and Aura Blvd P1 - Concrete, subject to approval of the Construction Committee.

- Q. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Iron Woman Construction & Environmental Services, LLC** for Mainstreet P1-2, 42nd Ave and Aura Blvd P1 - Utilities, subject to approval of the Construction Committee.

- R. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Iron Woman Construction & Environmental Services, LLC** for Mainstreet P1-2, 42nd Ave and Aura Blvd P1 - Utilities, subject to approval of the Construction Committee.
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- S. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Iron Woman Construction & Environmental Services, LLC** for E-470 38th Place, subject to approval of the Construction Committee.
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- T. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Iron Woman Construction & Environmental Services, LLC** for Mainstreet P1-2, 42nd Ave and Aura Blvd P1 - Utilities, subject to approval of the Construction Committee.
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- U. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Iron Woman Construction & Environmental Services, LLC** for Mainstreet P1-2, 42nd Ave and Aura Blvd P1, subject to approval of the Construction Committee.
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- V. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **JHL Constructors, Inc.** for Trib T Aurora Pkwy P3 and Mainstreet P3, subject to approval of the Construction Committee.
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- W. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **JHL Constructors, Inc.** for Trib T Aurora Pkwy P3 and Mainstreet P3, subject to approval of the Construction Committee.
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- X. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **JHL Constructors, Inc.** for Trib T Aurora Pkwy P3 and Mainstreet P3, subject to approval of the Construction Committee.

- Y. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **JHL Constructors, Inc.** for Trib T Aurora Pkwy P3 and Mainstreet P3, subject to approval of the Construction Committee.

- Z. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **JHL Constructors, Inc.** for Trib T Aurora Pkwy P3 and Mainstreet P3, subject to approval of the Construction Committee.

- AA. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **JHL Constructors, Inc.** for Trib T Aurora Pkwy P3 and Mainstreet P3, subject to approval of the Construction Committee.

- BB. Discuss and consider approval of **MSA** for Limited Construction Management Services by and between the CAB and **JHL Constructors, Inc.**

- CC. Discuss and consider approval of **Task Order No. 01** to MSA for Limited Construction Management Services by and between the CAB and **JHL Constructors, Inc.** for First Phase of Services.

DD. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Kelley Trucking, Inc.** for Trib T EWEC, subject to approval of the Construction Committee.

EE. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Kelley Trucking, Inc.** for Trib T EWEC, subject to approval of the Construction Committee.

FF. Discuss and consider Lender Commitment to fund and approval of **Service Agreement** by and between the District and **Lisa Browne Marketing L.L.C.** for Logo and Website Design Services, subject to approval of the Construction Committee. (enclosure)

GG. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Martin Marietta Materials, Inc. (Denver)** for Mainstreet P1-2, 42nd Ave and Aura Blvd P1, subject to approval of the Construction Committee.

HH. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Martin Marietta Materials, Inc. (Denver)** for Mainstreet P1-2, 42nd Ave and Aura Blvd P1, subject to approval of the Construction Committee.

II. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Martin Marietta Materials, Inc. (Denver)** for Mainstreet P1-2, 42nd Ave and Aura Blvd P1, subject to approval of the Construction Committee.

- JJ. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Martin Marietta Materials, Inc. (Denver)** for Mainstreet P1-2, 42nd Ave and Aura Blvd P1, subject to approval of the Construction Committee.
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- KK. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Pase Contracting, Inc. - Colorado** for Mainstreet P1 EWEC, subject to approval of the Construction Committee.
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- LL. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Pase Contracting, Inc. - Colorado** for Trib T EWEC, subject to approval of the Construction Committee.
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- MM. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Pase Contracting, Inc. - Colorado** for Mainstreet P3 Trib T EWEC, subject to approval of the Construction Committee.
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- NN. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Pase Contracting, Inc. - Colorado** for Mainstreet P3 Trib T EWEC, subject to approval of the Construction Committee.
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- OO. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Pase Contracting, Inc. - Colorado** for Mainstreet P1 EWEC, subject to approval of the Construction Committee.
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PP. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Premier Earthwork and Infrastructure, Inc.** for Community Markers, subject to approval of the Construction Committee.

QQ. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Stormwater Risk Management, LLC**, for 42nd P1 Aura P1P2 EWEC, subject to approval of the Construction Committee.

RR. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Stormwater Risk Management, LLC**, for 42nd P2 NS Collector EWEC, subject to approval of the Construction Committee.

SS. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Stormwater Risk Management, LLC**, for 42nd P2 NS Collector EWEC, subject to approval of the Construction Committee.

TT. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Stormwater Risk Management, LLC**, for Mainstreet P1-2, 42nd Ave and Aura Blvd P1, subject to approval of the Construction Committee.

UU. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Stormwater Risk Management, LLC**, for 38th Place and 38th Avenue EWEC, subject to approval of the Construction Committee.

VV. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Stormwater Risk Management, LLC**, for 38th Place and 38th Avenue EWEC, subject to approval of the Construction Committee.

WW. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Stormwater Risk Management, LLC**, for 38th Place and 38th Avenue EWEC, subject to approval of the Construction Committee.

XX. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Stormwater Risk Management, LLC**, for 38th Parkway EWEC – Reserve to Powhatan, subject to approval of the Construction Committee.

YY. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Stormwater Risk Management, LLC**, for 38th Parkway EWEC – Powhatan to Managhan, subject to approval of the Construction Committee.

ZZ. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Stormwater Risk Management, LLC**, for 38th Parkway EWEC – Reserve to Powhatan, subject to approval of the Construction Committee.

AAA. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Stormwater Risk Management, LLC**, for Community Markers, subject to approval of the Construction Committee.

BBB. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Stormwater Risk Management, LLC**, for 15-SRM 42nd Ave P1, Aura Blvd P1-2, EWEC & Demo, subject to approval of the Construction Committee.

CCC. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Stormwater Risk Management, LLC**, for Mainstreet P1-2, 42nd Ave and Aura Blvd P1, subject to approval of the Construction Committee.

DDD. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Wagner Construction Inc. – Colorado**, for Mainstreet P1 Utilities, subject to approval of the Construction Committee.

EEE. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Wagner Construction Inc. – Colorado**, for Mainstreet P1 Utilities, subject to approval of the Construction Committee.

FFF. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Wagner Construction Inc. – Colorado**, for Sanitary Sewer F1, subject to approval of the Construction Committee.

GGG. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Wagner Construction Inc. – Colorado**, for Mainstreet P1 Utilities, subject to approval of the Construction Committee.

HHH. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Wagner Construction Inc. – Colorado**, for Mainstreet P1 Utilities, subject to approval of the Construction Committee.

III. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Wagner Construction Inc. – Colorado**, for 42nd Ave P2 and NW Collector Parkway, subject to approval of the Construction Committee.

JJJ. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Wagner Construction Inc. – Colorado**, for Sanitary Sewer F1, subject to approval of the Construction Committee.

KKK. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Wagner Construction Inc. – Colorado**, for 38th Place Utilities, subject to approval of the Construction Committee.

LLL. Discuss and consider Lender Commitment to fund and approval of Service Agreement by and between the District and **Waste Management of Colorado, Inc.**, for Trash and Recycling Collection Services, subject to approval of the Construction Committee.

VI. ARTA MATTERS

VII. EXECUTIVE SESSION

- A. Convene in executive session to discuss personnel matters and receive legal advice regarding same, subject to 24-6-402(4)(f)(I) concerning personnel matters.
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VIII. OTHER BUSINESS

- A. _____

IX. ADJOURNMENT

THE NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 26, 2020.

This Memorandum of Understanding (this “MOU” or this “Memorandum of Understanding”) is made and entered into on _____ by and between:

Aerotropolis Area Coordinating Metropolitan District, a permittee 1 (AACMD) ; and
Richmond American Homes, a permittee 2 (RAH) ;

1. PURPOSE & SCOPE.

The purpose of this Memorandum of Understanding is to set forth the terms and conditions, scope of work and responsibilities of the parties associated with the shared use of control measures to treat stormwater discharges and/or access points to/from respective permitted areas, as per Section I.C.2.v of CDPHE's CDPS General Permit for Stormwater Discharges Associated With Construction Activity; for control measures located outside of the permitted area, that are utilized by the permittee's construction site for compliance with that permit, but not under the direct control of the permittee. The permittee is responsible for ensuring that all control measures located outside of their permitted area, that are being utilized by the permittee's construction site, are properly maintained and in compliance with all terms and conditions of the permit.

Specifically, both parties agree to:

- Work in good faith to coordinate installation, maintenance, and replacement of shared Control Measures (CMs), along with working together to ensure compliance is met for both parties.
- Install, maintain and inspect access controls for their respective areas, as impacts from RAH's permitted area discharge into the storm sewer system and/or sheet flow into AACMD's permitted area.
 - Implement immediate response (as required by the CDPS Permit requirements) to address any maintenance and/or impacts caused by potential non-compliance, such as, but not limited to:
 - Scraping/sweeping tracking onto paved roadways such as:
 - 39th Ave & Denali
 - Fultondale St & 42nd Ave
 - Vehicles/equipment leaving unpaved areas from Filing 1 to/from paved surfaces outside the originating permittee's area

- CMs that are not in a functional condition that border the permitted areas, such as, but not limited to:
 - Silt Fence
 - Diversion Ditches
 - Earthen Berms
 - Site Boundary Fence
 - Straw wattles
- Sediment Basins/Traps, Storm Sewer System, and/or Detention Ponds
 - Stormwater runoff from RAH's area, via sheet flow and from discharges entering storm sewer inlets, flow directly into AACMD's storm sewer system, ponds, traps, and basins, routine maintenance will be necessary to remove sediment plumes/impacts that reduce the effectiveness. Responsibility and costs of maintenance will be shared by both parties, unless.
 - There is evidence that impacts are from a single permittee's area, that permittee will be solely responsible for the maintenance and costs associated with the impacts
- If a permittee no longer needs a CM, but the other permittee is still relying on that CM to maintain compliance with their permit, an amendment will be made to this agreement to identify the CM and transfer direct control responsibilities to that permittee.
- 8/4/20 - RAH agrees to maintain all control measures from the back of lots/roadways within Filing 1 to the perimeter of Filing 1 on the East, South, and West sides until all construction activities related to the infrastructure for Filing 1 and/or other related activities necessary to complete the areas outside the lots/roadways within Filing 1 within RAH's scope of work/contractual commitments are completed.

2. BACKGROUND.

Both parties have State and City Permits requiring compliance regarding adequate oversight (inspections), implementation, maintenance, and removal of control measures (when no longer

necessary or required). AACMD had installed or was in the process of installing most, if not all of the CMs around RAH's permitted area, along with those that are downgradient of that area.

Aerotropolis Area Coordinating Metropolitan District State Permit#: COR400077

Richmond American Homes State Permit #: COR409244

3. Aerotropolis Area Coordinating Metropolitan District RESPONSIBILITIES.

Aerotropolis Area Coordinating Metropolitan District shall undertake the following activities under this MOU:

- Inspect shared Control Measures on a weekly basis
- Communicate potential Findings observed that impact compliance both permittees

4. Richmond American Homes RESPONSIBILITIES.

Richmond American Homes shall undertake the following activities under this MOU:

- If shared Control Measures have been damaged and/or functionality has been impacted, RAH will be responsible for the maintenance and costs associated with returning the CMs back to a good, functional condition, unless damage was obviously caused by AACMD's contractor(s).
- Street sweeping to address sediment accumulation and/or tracking within their area of control and any impacts from their area of control.
- Installation/maintenance of adequate upstream controls to minimize discharges into the storm sewer system.
- Impacts to the storm sewer system & pond(s) capacity that will need sediment/pollutant removal to restore it back to its original condition.

5. TERMS AND CONDITIONS.

It is mutually understood and agreed by and between the parties that:

1. This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.
2. This MOU may be terminated by mutual agreement of the parties, and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.
3. All Control Measures will be installed and maintained per the City of Aurora's Rules & Regulations manual and/or applicable Variance Requests approved by the City of Aurora.

6. FUNDING; COSTS.

The parties shall each be solely responsible for any and all costs associated with their responsibilities under this MOU.

- Costs of maintaining include
 - Stabilization/vegetative restoration to previous condition
 - Pond re-certification to previous condition
 - Cleaning out ponds/storm sewer systems impacted by discharges

7. EFFECTIVE DATE AND SIGNATURE.

This Memorandum of Understanding shall be effective upon the date of the last party to sign this MOA below. The parties indicate agreement with this Memorandum of Agreement by their signatures below.

Richmond American Homes

Aerotropolis Area Coordinating Metropolitan
District

Todd Johnson

Aerotropolis Area Coordinating Metro District

Check List

All Bank Accounts

August 19, 2020 - September 14, 2020

Check Number	Check Date	Payee	Amount
Vendor Checks			
1747	09/09/20	Xcel Energy	500.00
1748	09/10/20	CenturyLink Asset Accounting - BART	11,076.82
ACH	08/31/20	CITY OF AURORA	1,030.00
ACH	08/31/20	CITY OF AURORA	927.00
ACH	08/25/20	CITY OF AURORA	1,695.00
ACH	09/10/20	CITY OF AURORA	309.00
ACH	08/20/20	CITY OF AURORA	309.00
Vendor Check Total			<u>15,846.82</u>
Check List Total			<u><u>15,846.82</u></u>

Check count = 7

Aerotropolis Area Coordinating Metro District Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
AURORAMEDIA Aurora Media Group					
Reference:	99211	Date:	09/30/20	Discount exp date:	
GL AP account:	302500	Due date:	09/30/20	Payment term:	
307480	Miscellaneous - Aurora Media Group	99.60			
	Totals	99.60	0.00	99.60	99.60
	Totals for Aurora Media Group	99.60	0.00	99.60	99.60
CLA CliftonLarsonAllen LLP					
Reference:	2552150	Date:	07/01/20	Discount exp date:	
GL AP account:	102500	Due date:	07/01/20	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP	559.81			
	Totals	559.81	0.00	559.81	559.81
Reference:	2609908	Date:	08/31/20	Discount exp date:	
GL AP account:	102500	Due date:	08/31/20	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP	1,653.49			
	Totals	1,653.49	0.00	1,653.49	1,653.49
Reference:	2609733	Date:	08/31/20	Discount exp date:	
GL AP account:	102500	Due date:	08/31/20	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP	9,530.10			
	Totals	9,530.10	0.00	9,530.10	9,530.10
Reference:	2611159	Date:	08/31/20	Discount exp date:	
GL AP account:	102500	Due date:	08/31/20	Payment term:	
107440	District Management - Accounting	20,977.16			
	Totals	20,977.16	0.00	20,977.16	20,977.16
Reference:	2611159	Date:	08/31/20	Discount exp date:	
GL AP account:	302500	Due date:	08/31/20	Payment term:	
307440	District Management - Accounting	14,880.73			
	Totals	14,880.73	0.00	14,880.73	14,880.73
Reference:	2609733	Date:	08/31/20	Discount exp date:	
GL AP account:	302500	Due date:	08/31/20	Payment term:	
307000	Accounting - CliftonLarsonAllen LLP	2,996.66			
	Totals	2,996.66	0.00	2,996.66	2,996.66
	Totals for CliftonLarsonAllen LLP	50,597.95	0.00	50,597.95	50,597.95
Collins Coc Collins Cockrel & Cole					
Reference:	11041MMAY20	Date:	05/31/20	Discount exp date:	
GL AP account:	102500	Due date:	05/31/20	Payment term:	
107460	Legal - Collins Cockrel & Cole	4,566.00			
	Totals	4,566.00	0.00	4,566.00	4,566.00
Reference:	1104MJUL20	Date:	07/31/20	Discount exp date:	
GL AP account:	102500	Due date:	07/31/20	Payment term:	
107460	Legal - Collins Cockrel & Cole	6,027.50			
	Totals	6,027.50	0.00	6,027.50	6,027.50
Reference:	11041MAUG20	Date:	08/31/20	Discount exp date:	
GL AP account:	102500	Due date:	08/31/20	Payment term:	
107460	Legal - Collins Cockrel & Cole	798.00			

Aerotropolis Area Coordinating Metro District Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
	Totals	798.00	0.00	798.00	798.00
	Totals for Collins Cockrel & Cole	<u>11,391.50</u>	<u>0.00</u>	<u>11,391.50</u>	<u>11,391.50</u>
Coloradodep	Co dept of public health				
Reference:	WC211100596	Date:	08/14/20	Discount exp date:	
GL AP account:	302500	Due date:	08/14/20	Payment term:	
307850	Permits and Fees - Co dept of public health	<u>540.00</u>			
	Totals	540.00	0.00	540.00	540.00
Reference:	WC211098133	Date:	08/24/20	Discount exp date:	
GL AP account:	302500	Due date:	08/24/20	Payment term:	
307850	Permits and Fees - Co dept of public health	<u>135.00</u>			
	Totals	135.00	0.00	135.00	135.00
	Totals for Co dept of public health	<u>675.00</u>	<u>0.00</u>	<u>675.00</u>	<u>675.00</u>
CSDPLP	CO Special Dist. Prop & Liab. Pool				
Reference:	4918	Date:	08/24/20	Discount exp date:	
GL AP account:	102500	Due date:	08/24/20	Payment term:	
107360	Insurance - CO Special Dist. Prop & Liab. Pool	<u>4,170.00</u>			
	Totals	4,170.00	0.00	4,170.00	4,170.00
Reference:	POL-0003900	Date:	09/09/20	Discount exp date:	
GL AP account:	102500	Due date:	09/09/20	Payment term:	
101255	Prepaid Insurance - CO Special Dist. Prop & Liab. Pool	<u>450.00</u>			
	Totals	450.00	0.00	450.00	450.00
	Totals for CO Special Dist. Prop & Liab. Pool	<u>4,620.00</u>	<u>0.00</u>	<u>4,620.00</u>	<u>4,620.00</u>
E-470 Publi	E-470 Public Highway Authority				
Reference:	3951	Date:	07/31/20	Discount exp date:	
GL AP account:	302500	Due date:	07/31/20	Payment term:	
307480	Miscellaneous - E-470 Public Highway Authority	<u>3,673.75</u>			
	Totals	3,673.75	0.00	3,673.75	3,673.75
Reference:	3978	Date:	08/31/20	Discount exp date:	
GL AP account:	302500	Due date:	08/31/20	Payment term:	
307480	Miscellaneous - E-470 Public Highway Authority	<u>12,875.00</u>			
	Totals	12,875.00	0.00	12,875.00	12,875.00
	Totals for E-470 Public Highway Authority	<u>16,548.75</u>	<u>0.00</u>	<u>16,548.75</u>	<u>16,548.75</u>
FISCAL	Fiscal Focus Partners, LLC				
Reference:	1384	Date:	09/09/20	Discount exp date:	
GL AP account:	102500	Due date:	09/09/20	Payment term:	
107020	Audit - Fiscal Focus Partners, LLC	<u>6,000.00</u>			
	Totals	6,000.00	0.00	6,000.00	6,000.00
	Totals for Fiscal Focus Partners, LLC	<u>6,000.00</u>	<u>0.00</u>	<u>6,000.00</u>	<u>6,000.00</u>
McGeady	McGeady Becher P.C.				

Aerotropolis Area Coordinating Metro District Cash Requirement Report - Detailed

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Reference: 1302MAPR20		Date: 07/01/20		Discount exp date:	
GL AP account: 102500		Due date: 07/01/20		Payment term:	
107581	Election Expense - McGeady Becher P.C.	729.00			
	Totals	729.00	0.00	729.00	729.00
Reference: 1302MJUL20		Date: 07/31/20		Discount exp date:	
GL AP account: 102500		Due date: 07/31/20		Payment term:	
107460	Legal - McGeady Becher P.C.	765.00			
	Totals	765.00	0.00	765.00	765.00
Reference: 1301MJUL20		Date: 07/31/20		Discount exp date:	
GL AP account: 102500		Due date: 07/31/20		Payment term:	
107460	Legal - McGeady Becher P.C.	1,169.50			
	Totals	1,169.50	0.00	1,169.50	1,169.50
Reference: 1302MAUG20		Date: 08/31/20		Discount exp date:	
GL AP account: 102500		Due date: 08/31/20		Payment term:	
107460	Legal - McGeady Becher P.C.	11.86			
	Totals	11.86	0.00	11.86	11.86
Totals for McGeady Becher P.C.		<u>2,675.36</u>	<u>0.00</u>	<u>2,675.36</u>	<u>2,675.36</u>
Murray Dahl	Murray Dahl Beery & Renaud LLP				
Reference: 16211		Date: 08/31/20		Discount exp date:	
GL AP account: 102500		Due date: 08/31/20		Payment term:	
107460	Legal - Murray Dahl Beery & Renaud LLP	1,856.25			
	Totals	1,856.25	0.00	1,856.25	1,856.25
Totals for Murray Dahl Beery & Renaud LLP		<u>1,856.25</u>	<u>0.00</u>	<u>1,856.25</u>	<u>1,856.25</u>
XCEL	Xcel Energy				
Reference: 53-0012718365-6		Date: 08/31/20		Discount exp date:	
GL AP account: 302500		Due date: 08/31/20		Payment term:	
307470	Construction trailer expenses - Xcel Energy	226.00			
	Totals	226.00	0.00	226.00	226.00
Totals for Xcel Energy		<u>226.00</u>	<u>0.00</u>	<u>226.00</u>	<u>226.00</u>
Company Totals		<u>94,690.41</u>	<u>0.00</u>	<u>94,690.41</u>	<u>94,690.41</u>

1-0		
1-1		59,263.67
1-2		+ 17,549.35
1-3		+ 17,877.39
1-T	Total	= 94,690.41

General O&M

Capital O&M

Reimbursable from Bonds

AEROTROPOLIS AREA COORDINATING METRO DISTRICT
FINANCIAL STATEMENTS
JULY 31, 2020

**AEROTROPOLIS AREA COORDINATING METRO DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
JULY 31, 2020**

	General	Capital Projects	Total
ASSETS			
Cash - Checking	\$ 5,269	\$ 97,792	\$ 103,061
CSAFE	9,100	1,001,328	1,010,428
Accounts Receivable - ARTA	-	1,228,270	1,228,270
Other accounts receivable	-	22,500	22,500
Accounts Receivable - ATEC	-	718,376	718,376
TOTAL ASSETS	\$ 14,369	\$ 3,068,266	\$ 3,082,635
LIABILITIES AND FUND BALANCES			
CURRENT LIABILITIES			
Accounts Payable	\$ 59,478	\$ 3,567,621	\$ 3,627,099
Retainage Payable	-	1,027,966	1,027,966
Total Liabilities	59,478	4,595,587	4,655,065
FUND BALANCES			
Total Fund Balances	(45,109)	(1,527,321)	(1,572,430)
TOTAL LIABILITIES AND FUND BALANCES	\$ 14,369	\$ 3,068,266	\$ 3,082,635

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**AEROTROPOLIS AREA COORDINATING METRO DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SEVEN MONTHS ENDED JULY 31, 2020**

28

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Transfer from First Creek Ranch Metro District	\$ 60,144	\$ 28,500	\$ (31,644)
TOTAL REVENUES	60,144	28,500	(31,644)
EXPENDITURES			
Accounting	90,000	62,466	27,534
Audit	6,000	-	6,000
Contingency	5,000	-	5,000
District Management	85,000	79,084	5,916
Dues and Licenses	1,800	2,977	(1,177)
Election Expense	3,200	6,023	(2,823)
Insurance	18,000	28,224	(10,224)
Legal	200,000	225,289	(25,289)
Miscellaneous	1,000	1,305	(305)
TOTAL EXPENDITURES	410,000	405,368	4,632
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(349,856)	(376,868)	(27,012)
OTHER FINANCING SOURCES (USES)			
Developer Advance	350,000	388,000	38,000
TOTAL OTHER FINANCING SOURCES (USES)	350,000	388,000	38,000
NET CHANGE IN FUND BALANCES	144	11,132	10,988
FUND BALANCES - BEGINNING	4,860	(56,242)	(61,102)
FUND BALANCES - ENDING	\$ 5,004	\$ (45,110)	\$ (50,114)

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SUPPLEMENTARY INFORMATION

**AEROTROPOLIS AREA COORDINATING METRO DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SEVEN MONTHS ENDED JULY 31, 2020**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Developer Reimbursement	\$ 230,000	\$ 62,500	\$ (167,500)
Interest Income	-	7,424	7,424
Intergovernmental Revenue - ARTA	9,000,000	3,443,841	(5,556,159)
Intergovernmental Revenue - CAB	92,991,804	41,121,560	(51,870,244)
TOTAL REVENUES	<u>102,221,804</u>	<u>44,635,325</u>	<u>(57,586,479)</u>
EXPENDITURES			
Accounting	25,000	15,899	9,101
Architecture	2,000,000	26,269	1,973,731
Bond Issue Costs	-	11,106	(11,106)
Camera Monitoring	25,000	67,165	(42,165)
Capital Outlay	-	5,574,181	(5,574,181)
Civil Engineering	3,500,000	601,080	2,898,920
Construction Assistance	2,500,000	30,363	2,469,637
Construction trailer expenses	10,000	29,926	(19,926)
Contingency	342,185	-	342,185
Cost Verification	50,000	131,340	(81,340)
Developer Advance Interest Expense	815,000	2,937,811	(2,122,811)
Developer costs	230,000	62,500	167,500
District Management	-	14,338	(14,338)
Entry Monument	3,000,000	255,391	2,744,609
Erosion Control	-	116,723	(116,723)
Geotechnical Engineering	-	40,299	(40,299)
GIS Services	-	61,418	(61,418)
Grading/Earthwork	-	1,603,223	(1,603,223)
Infrastructure Improvements - ARTA	9,000,000	3,443,841	5,556,159
Landscape, Hardscape & Monumentation	-	490,884	(490,884)
Landscape/Planning	20,000,000	288,507	19,711,493
Legal	175,000	65,416	109,584
Legal - in-tract	-	3,720	(3,720)
Miscellaneous	-	3,674	(3,674)
Monument Design	-	106,405	(106,405)
Permits and Fees	250,000	23,867	226,133
Plan Review	250,000	3,955	246,045
Program Management	250,000	204,275	45,725
Project Assistance	250,000	209,451	40,549
Repay Developer Advance	19,600,000	33,673,846	(14,073,846)
Sanitary Sewer Interceptor	2,500,000	208,200	2,291,800
Storm Drainage	12,000,000	44,165	11,955,835
Stormwater Management	-	208,651	(208,651)
Streets	15,000,000	1,304,292	13,695,708
Surety	250,000	-	250,000
Surveying	750,000	141,546	608,454
Trib T Geomorphology	150,000	4,005,667	(3,855,667)
Utilities	3,500,000	3,873,301	(373,301)
Waste Services	5,000	-	5,000
Waterline	6,000,000	2,070,569	3,929,431
TOTAL EXPENDITURES	<u>102,427,185</u>	<u>61,953,264</u>	<u>40,473,921</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(205,381)	(17,317,939)	(17,112,558)

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**AEROTROPOLIS AREA COORDINATING METRO DISTRICT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
 FOR THE SEVEN MONTHS ENDED JULY 31, 2020**

CAPITAL PROJECTS FUND

OTHER FINANCING SOURCES (USES)			
Developer Advance	205,000	15,713,877	15,508,877
TOTAL OTHER FINANCING SOURCES (USES)	<u>205,000</u>	<u>15,713,877</u>	<u>15,508,877</u>
NET CHANGE IN FUND BALANCES	(381)	(1,604,062)	(1,603,681)
FUND BALANCES - BEGINNING	<u>381</u>	<u>76,740</u>	<u>76,359</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ (1,527,322)</u>	<u>\$ (1,527,322)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Aerotropolis Area Coordinating Metropolitan District (the District) (formerly Green Valley Ranch East Metropolitan District No. 1) was organized by order and decree of the District Court of Adams County, Colorado, recorded on December 7, 2004, to provide financing for the construction and installation of regional public improvements, including streets, traffic safety, water, sanitary sewer, park and recreation, public transportation, mosquito control, fire protection, and television relay improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The Court Order granting the District's name change was recorded on August 16, 2017. The District's First Amended and Restated Service Plan (Service Plan) was approved by the City Council of the City of Aurora (City) on October 16, 2017. The Service Plan does not authorize the District to provide fire protection or television relay services unless the District enters into an intergovernmental agreement with the City. The District was formed in conjunction with seven other metropolitan districts: The Aurora Highlands Metropolitan District Nos. 1-3 ("TAH Nos. 1-3") (formerly Green Valley Ranch East Metropolitan District Nos. 2-4), Green Valley Aurora Metropolitan District No. 1 ("GVA No. 1") (formerly Green Valley Ranch East Metropolitan District No. 5), and Green Valley Ranch East Metropolitan District Nos. 6-8.

On November 7, 2017, the District voters approved a mill levy increase to generate property taxes of up to \$8,000,000,000 annually to pay, in part, the District's general cost of operations and maintenance. The mill levy is on all taxable property within the District for collection in 2018 and each year thereafter. Furthermore, the voters authorized the District to collect and expend levied taxes and any other income of the District without regard to any limitations imposed by TABOR. The total debt authorized for all services and improvements was \$80,000,000,000. The Service Plan limits the total debt issuance to \$8,000,000,000, with a maximum debt mill levy of 50.000 mills, subject to Gallagher adjustment. The current maximum debt mill levy is 55.664 mills.

The District has entered into an intergovernmental agreement with the City detailing the covenants and mutual agreements the District will follow as regards to the financing and construction of the regional public improvements, and the repayment of the associated debt.

The District has received developer advances to help fund initial operating and administrative expenditures. The current construction of District improvements is expected to be financed by developer advances until bonded debt is issued to repay the developer.

The District, the City, and Adams County established the Aerotropolis Regional Transportation Authority (ARTA) pursuant to an intergovernmental agreement entered into on February 27, 2018, under the authority of the Regional Transportation Authority Law, Section 43-4-601, *et seq.*, C.R.S., in order to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and funding of regional transportation improvements. Once organized, ARTA will impose an ARTA Mill Levy on the District. The District will collect revenues from the ARTA Mill Levy to provide for financing of the regional improvements through ARTA. If the ARTA Mill Levy in any given year is less than 5 mills, the District will impose an Aurora Regional Improvements (ARI) Mill Levy and will collect the ARI Mill Levy revenues to be spent only pursuant to a Regional Intergovernmental Improvements Agreement.

**AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided (Continued)

On November 21, 2019, the District, TAH Nos. 1-3, and ATEC Metropolitan District Nos. 1 and 2 ("ATEC Nos. 1 and 2", and collectively with the District and TAH Nos. 1-3, the "CAB Districts") formed The Aurora Highlands Community Authority Board ("CAB") pursuant to intergovernmental agreement to govern the relationships between and among the CAB Districts with respect to the financing, construction, and operation of public improvements within their combined service area. It is anticipated that one or more of the CAB Districts may enter into additional intergovernmental agreements concerning the financing, construction, and operation of public improvements benefiting the CAB Districts and their residents and owners.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting, in accordance with requirements of Section 29-1-105, C.R.S., using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

The budgets are in accordance with the TABOR Amendment limitation. Emergency reserves required under TABOR have been provided.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The District will not levy a property tax in 2020.

Pursuant to the Service Plan, the District is required to levy the ARI Mill Levy, in the first year the District imposes a debt service mill levy and for each year thereafter. The ARI Mill Levy will be one mill for each of the first twenty years. The ARI Mill Levy will increase to 5 mills in year twenty-one and will continue at that level until the earlier of year forty or the date when bonds have been repaid. The ARI Mill Levy will then be imposed for ten additional years at the average debt service mill levy imposed by the District for the ten years prior to the date of repayment of the debt.

Developer Advances

In 2020, developer advances are expected to fund a portion of operating and capital expenditures. Developer advances are to be recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to issue bonds to reimburse the developer.

**AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (Continued)

Transfers from Other Districts

The intergovernmental revenues are transfers from First Creek Ranch Metropolitan District. The District will coordinate the payment of administrative expenditures for First Creek Ranch Metropolitan District, as well as the District's own administrative expenditures.

Developer Reimbursement

A portion of the capital improvements to be constructed are for the benefit of the Developer. The Developer will reimburse the District for these costs.

Intergovernmental Revenue

The District has entered into intergovernmental agreements with ARTA, whereby the District will receive funding from ARTA to help finance capital regional transportation improvements. Additionally, the District has budgeted capital funding from bond proceeds that are anticipated to be issued by the CAB.

Expenditures

Administrative and Operating Expenses

Operating expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, accounting, insurance, banking, meeting expense, and other administrative expenses.

Capital Outlay

The budget anticipates construction activity during 2020 and is detailed on page 5. Developer advances and accrued interest related to capital expenditures are anticipated to be repaid in 2020.

Debt and Leases

The District's only outstanding debt is developer advances in the amount of \$21,988,124 as of December 31, 2019, which includes \$942,412 of accrued interest at 8%. It has no operating or capital leases.

Reserves

Emergency Reserve

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2020, as defined under TABOR.

AEROTROPOLIS AREA COORDINATING METRO DISTRICT

Schedule of Cash Position

July 31, 2020

Updated as of

September 23, 2020

	General Fund	Capital Projects Fund	Total
First Bank - Checking			
Balance as of 07/31/20	\$ 5,268.61	\$ 97,792.26	\$ 103,060.87
Subsequent activities:			
08/01/20 Release Check 1708	-	(157,386.96)	(157,386.96)
08/03/20 Aurora Online Payment #614834	-	(206.00)	(206.00)
08/03/20 Transfer from CSAFE	-	76,305.65	76,305.65
08/11/20 Aurora Online Payments #615350, 615349, 615528	-	(1,030.00)	(1,030.00)
08/12/20 Transfer from First Creek Ranch	7,000.00	-	7,000.00
08/14/20 City of Aurora - Return of security deposit	-	21,592.14	21,592.14
08/20/20 Aurora Online Payment 616750	-	(309.00)	(309.00)
08/24/20 Administrative checks 1710-1712	(45,660.85)	(16,864.04)	(62,524.89)
08/24/20 Draw No. 26 checks 1713-1746	-	(3,205,661.51)	(3,205,661.51)
08/25/20 Aurora Online Payment 614225	-	(1,695.00)	(1,695.00)
08/25/20 CAB A Bonds - Construction	-	2,008,110.33	2,008,110.33
08/25/20 CAB A Bonds - Admin	-	16,864.04	16,864.04
08/28/20 Payment from ARTA	-	1,162,646.24	1,162,646.24
08/31/20 Aurora Online Payment 617662, 617653, 617652 & 617651	-	(1,957.00)	(1,957.00)
08/31/20 Transfer from CSAFE	-	66,317.82	66,317.82
09/02/20 Aurora Online Payment 616636, 616637, 616639, 617855 & 617856	-	(4,676.00)	(4,676.00)
09/03/20 Transfer from CSAFE	50,000.00	-	50,000.00
09/09/20 Check 1747	-	(500.00)	(500.00)
09/10/20 Aurora Online Payment 618665	-	(309.00)	(309.00)
09/10/20 Check 1748	-	(11,076.82)	(11,076.82)
09/17/20 Check 1749	-	(61,186.43)	(61,186.43)
09/17/20 Transfer from CSAFE	-	61,186.43	61,186.43
09/18/20 Aurora Online Payment 619870	-	(4,814.11)	(4,814.11)
Anticipated vouchers payable - Draw 27	-	(3,947,852.19)	(3,947,852.19)
Anticipated payment from ARTA	-	920,160.74	920,160.74
Anticipated CAB A Bonds - Construction	-	2,980,765.40	2,980,765.40
Anticipated Developer Advance - AT&T B Bonds Developer	-	62,772.87	62,772.87
Anticipated administrative vouchers payable	(59,263.67)	(35,426.74)	(94,690.41)
Anticipated CAB A Bond - Accounting Legal	-	17,877.39	17,877.39
Anticipated Developer Advance for O&M	60,000.00	-	60,000.00
Anticipated balance	17,344.09	41,440.51	58,784.60
CSAFE			
Balance as of 07/31/20	9,100.10	1,001,328.03	1,010,428.13
Subsequent activities:			
08/03/20 Transfer to 1st Bank	-	(76,305.65)	(76,305.65)
08/31/20 Transfer to 1st Bank	-	(66,317.82)	(66,317.82)
08/31/20 Interest Income	-	137.36	137.36
09/02/20 July/August developer advance	50,000.00	142,623.47	192,623.47
09/03/20 Transfer to 1st Bank	(50,000.00)	-	(50,000.00)
09/17/20 Transfer to 1st Bank	-	(61,186.43)	(61,186.43)
Anticipated balance	9,100.10	940,278.96	949,379.06
Anticipated balances:	\$ 26,444.19	\$ 981,719.47	\$ 1,008,163.66
FIRST CREEK RANCH METROPOLITAN DISTRICT			
CSAFE			
Balance as of 07/31/20	\$ 6,726.50	\$ -	\$ 6,726.50
Subsequent activities:			
08/10/20 Property taxes	424.66	-	424.66
08/12/20 Transfer to AACMD	(7,000.00)	-	(7,000.00)
08/31/20 Interest Income	0.40	-	0.40
Anticipated balance	\$ 151.56	\$ -	\$ 151.56
Yield Information (7/31/20)			
C-Safe 0.25%			

Aerotropolis Area Coordinating Metropolitan District
Draw No. 27
September 28, 2020

Vendor	Invoice No.	Date	Invoice Total	Capital Amount Requested	District - A	District - B	ARTA	ATEC	Developer
					Bonds	Bonds			
Funding for contracts:									
AzTec	92253	08/25/20	630.00	630.00	558.56	-	71.44	-	-
AzTec	90992	07/31/20	540.00	540.00	540.00	-	-	-	-
AzTec	92250	08/25/20	4,990.00	4,990.00	4,990.00	-	-	-	-
AzTec	92259	08/25/20	2,430.00	2,430.00	2,430.00	-	-	-	-
AzTec	91168	07/31/20	2,250.00	2,250.00	-	-	2,250.00	-	-
AzTec	90993	07/31/20	3,330.00	3,330.00	3,330.00	-	-	-	-
AzTec	92256	08/25/20	540.00	540.00	540.00	-	-	-	-
AzTec	91059	07/31/20	1,080.00	1,080.00	1,080.00	-	-	-	-
AzTec	91065	07/31/20	8,322.00	8,322.00	8,322.00	-	-	-	-
AzTec	92255	08/25/20	14,238.00	14,238.00	4,762.80	-	9,475.20	-	-
AzTec	90945	07/31/20	11,378.41	11,378.41	11,378.41	-	-	-	-
AzTec	92233	08/25/20	21,680.87	21,680.87	7,795.97	-	13,884.90	-	-
Contour	1056-26	08/31/20	170,440.88	170,440.88	142,475.64	-	27,965.24	-	-
CTL Thompson	554711	08/31/20	7,308.50	7,308.50	7,308.50	-	-	-	-
CTL Thompson	554712	08/31/20	409.00	409.00	-	-	409.00	-	-
CTL Thompson	554713	08/31/20	6,672.50	6,672.50	6,182.07	-	490.43	-	-
CTL Thompson	554714	08/31/20	19,210.00	19,210.00	7,969.12	-	11,240.88	-	-
CTL Thompson	554715	08/31/20	7,554.00	7,554.00	7,554.00	-	-	-	-
Dynaelectric	PayApp2	08/31/20	299,535.46	299,535.46	289,389.37	-	10,146.09	-	-
Golden Triangle	PayApp2	08/31/20	768,682.20	768,682.20	768,682.20	-	-	-	-
Iron Woman	PayApp#8	08/25/20	92,488.25	92,488.25	92,488.25	-	-	-	-
Iron Woman	PayApp#7	08/25/20	27,976.29	27,976.29	27,976.29	-	-	-	-
Iron Woman	payApp#8	08/26/20	46,731.42	46,731.42	-	-	46,731.42	-	-
JHL	payApp#5	08/31/20	1,532,352.90	1,532,352.90	943,434.45	-	588,918.45	-	-
JHL	PayApp#15	08/28/20	19,074.00	19,074.00	19,074.00	-	-	-	-
Liberty Waste	A-98036	08/31/20	324.00	324.00	324.00	-	-	-	-
Martin Marietta	PayApp#7	08/26/20	272,196.85	272,196.85	224,206.65	-	-	-	47,990.20
OX Blue	427785	08/31/20	4,536.00	4,536.00	4,536.00	-	-	-	-
Pase	PayApp#18	08/25/20	6,465.46	6,465.46	4,527.13	-	-	-	1,938.33
Pase	PayApp#7	08/25/20	37,665.13	37,665.13	21,845.78	-	15,819.35	-	-
Premier Earthwork	payApp#3	07/31/20	8,610.40	8,610.40	8,610.40	-	-	-	-
Stormwater Risk Management	payApp#18	08/26/20	16,144.00	16,144.00	16,144.00	-	-	-	-
Stormwater Risk Management	PayApp#18	08/26/20	1,567.50	1,567.50	1,389.74	-	177.76	-	-
Stormwater Risk Management	payApp#16	08/26/20	11,888.43	11,888.43	11,888.43	-	-	-	-
Stormwater Risk Management	PayApp#11	08/26/20	10,897.45	10,897.45	10,897.45	-	-	-	-
Stormwater Risk Management	PayApp#12	08/25/20	11,916.60	11,916.60	11,916.60	-	-	-	-
Stormwater Risk Management	PayApp#9	08/25/20	27,645.66	27,645.66	27,645.66	-	-	-	-
Stormwater Risk Management	payApp#9	08/25/20	5,198.59	5,198.59	-	-	-	5,198.59	-
Stormwater Risk Management	PayApp#5	08/25/20	4,447.13	4,447.13	4,447.13	-	-	-	-
Wagner Construction	payApp#12	08/25/20	313.50	313.50	313.50	-	-	-	-
Wagner Construction	PayApp#5	08/25/20	7,130.70	7,130.70	7,130.70	-	-	-	-
Total Contracts			3,496,792.08	3,496,792.08	2,714,084.80	-	727,580.16	5,198.59	49,928.53

Aerotropolis Area Coordinating Metropolitan District
Draw No. 27
September 28, 2020

Vendor	Invoice No.	Date	Invoice Total	Capital Amount Requested	District - A	District - B	ARTA	ATEC	Developer
					Bonds	Bonds			
Funding for Design:									
Aztec	88753	07/01/20	5,670.00	5,670.00	5,670.00	-	-	-	-
Aztec	97188	08/17/20	850.00	850.00	850.00	-	-	-	-
Beam Longest	64515	09/04/20	57,261.50	57,261.50	-	-	57,261.50	-	-
Beam Longest	64514	09/04/20	4,135.00	4,135.00	-	-	4,135.00	-	-
Beam Longest	64516	09/04/20	23,380.00	23,380.00	-	-	23,380.00	-	-
Contour	1056-26	08/31/20	20,520.00	20,520.00	16,257.00	-	4,263.00	-	-
EV Studio	19120-10	08/31/20	6,730.00	6,730.00	6,730.00	-	-	-	-
Felsburg	28118	08/20/20	20,642.50	20,642.50	-	-	20,642.50	-	-
HR	137747	09/03/20	1,231.00	1,231.00	713.98	-	517.02	-	-
HR	137742	09/03/20	1,681.50	1,681.50	1,681.50	-	-	-	-
HR	137743	09/03/20	179.00	179.00	179.00	-	-	-	-
HR	137751	09/03/20	1,940.00	1,940.00	-	-	1,940.00	-	-
HR	137744	09/03/20	8,544.00	8,544.00	8,544.00	-	-	-	-
HR	137745	09/03/20	1,812.00	1,812.00	1,812.00	-	-	-	-
HR	137746	09/03/20	2,034.50	2,034.50	-	-	-	2,034.50	-
HR	137748	09/03/20	1,680.00	1,680.00	974.40	-	705.60	-	-
HR	137749	09/03/20	555.00	555.00	555.00	-	-	-	-
HR	137750	09/03/20	9,897.00	9,897.00	-	-	9,897.00	-	-
HR	137756	09/03/20	178.00	178.00	178.00	-	-	-	-
HR	137757	09/03/20	6,845.00	6,845.00	6,845.00	-	-	-	-
HR	137758	09/03/20	2,845.00	2,845.00	2,845.00	-	-	-	-
Kumar	200564	08/18/20	102.50	102.50	-	-	102.50	-	-
Lamb Star	B200800.03-6827	08/18/20	6,145.20	6,145.20	-	-	6,145.20	-	-
My Asset Map	777-20-77-0556	08/31/20	34,980.00	34,980.00	34,980.00	-	-	-	-
Merrick	193244	08/30/20	30,976.65	30,976.65	4,149.65	-	26,827.00	-	-
Merrick	191258	07/01/20	8,732.50	8,732.50	8,732.50	-	-	-	-
Merrick	193234	08/28/20	3,196.18	3,196.18	3,196.18	-	-	-	-
Merrick	193245	08/28/20	20,968.48	20,968.48	20,968.48	-	-	-	-
Norris	01-60087	07/31/20	915.00	915.00	891.90	-	23.10	-	-
Norris	01-60089	07/31/20	823.00	823.00	438.70	-	384.30	-	-
Norris	01-59781	07/31/20	22,169.75	22,169.75	12,858.45	-	9,311.30	-	-
Norris	01-60093	07/31/20	40.00	40.00	-	-	40.00	-	-
Norris	01-60088	07/31/20	160.00	160.00	160.00	-	-	-	-
Norris	01-60091	07/31/20	315.00	315.00	315.00	-	-	-	-
Norris	01-60092	07/31/20	210.00	210.00	210.00	-	-	-	-
Norris	01-60090	07/31/20	55.00	55.00	55.00	-	-	-	-
Norris	01-59642	07/31/20	1,495.00	1,495.00	1,495.00	-	-	-	-
Norris	01-59925	07/31/20	249.30	249.30	249.30	-	-	-	-
Norris	01-59982	07/31/20	2,715.00	2,715.00	2,715.00	-	-	-	-
Norris	01-59919	07/31/20	205.00	205.00	205.00	-	-	-	-
Norris	01-59942	07/31/20	1,227.00	1,227.00	1,227.00	-	-	-	-
Norris	01-59835	07/31/20	6,275.55	6,275.55	6,275.55	-	-	-	-
Norris	01-59926	07/31/20	4,354.50	4,354.50	4,354.50	-	-	-	-
Norris	01-59842	07/31/20	5,422.00	5,422.00	5,422.00	-	-	-	-
Norris	01-59894	07/31/20	3,660.00	3,660.00	3,660.00	-	-	-	-
Schedio	181107-18-0564	08/31/20	7,680.00	7,680.00	-	-	7,680.00	-	-
Schedio	181106-18-0563	08/31/20	21,891.50	21,891.50	21,891.50	-	-	-	-
SRM	PayApp20	08/31/20	29,610.00	29,610.00	22,857.90	1,585.00	3,582.10	1,585.00	-
Summit Strat	1270	09/01/20	41,125.00	41,125.00	32,167.97	-	8,545.78	411.25	-
TerraForma	379	09/01/20	16,750.00	16,750.00	10,063.40	-	6,351.60	335.00	-
Total Design			451,060.11	451,060.11	253,374.86	1,585.00	191,734.50	4,365.75	-
Total amount of checks				3,947,852.19	2,967,459.66	1,585.00	919,314.66	9,564.34	49,928.53
Interim Payments									
City of Aurora	D			1,695.00	-	-	-	-	1,695.00
City of Aurora	D			309.00	309.00	-	-	-	-
City of Aurora	D			206.00	206.00	-	-	-	-
City of Aurora	D			824.00	477.92	-	346.08	-	-
City of Aurora	D			515.00	515.00	-	-	-	-
City of Aurora	D			412.00	412.00	-	-	-	-
Xcel Energy	D			500.00	-	-	500.00	-	-
Century Link	C			11,076.82	11,076.82	-	-	-	-
City of Aurora	D			309.00	309.00	-	-	-	-
				15,846.82	13,305.74	-	846.08	-	1,695.00
Total amount of Draw 27				\$ 3,963,699.01	\$ 2,980,765.40	\$ 1,585.00	\$ 920,160.74	\$ 9,564.34	\$ 51,623.53

SERVICE AGREEMENT FOR LOGO AND WEBSITE DESIGN SERVICES

THIS SERVICE AGREEMENT FOR LOGO AND WEBSITE DESIGN SERVICES (this “**Agreement**”) is entered into and effective as of the _____ day of _____, 2020, by and between **AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **LISA BROWNE MARKETING L.L.C.**, a Texas limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit B** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in Exhibit A with on a time and materials basis, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit C ("**Change Order**").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in Exhibit A, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, insurance commercially reasonable given the Services provided under this Agreement. Consultant’s cost of maintaining the insurances shall not be considered a reimbursable expense of the Consultant. Prior to commencing the Services, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

4.3 Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

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

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

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Adams, Colorado.

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

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

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Aerotropolis Area Coordinating Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
Phone: (303) 779-5719
Email: denise.denslow@claconnect.com
Attn: Denise Denslow

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: (303) 592-4380
Email: mmcgeady@specialdistrictlaw.com
Attn: MaryAnn M. McGeady

To Consultant: Lisa Browne Marketing L.L.C.
Phone: (832) 722-7239
Email: lisa@theaurorahighlands.com
Attn: Lisa Browne

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the

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

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

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

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:
LISA BROWNE MARKETING L.L.C.
By: _____
Its: _____

STATE OF TEXAS)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Lisa Browne of Lisa Browne Marketing L.L.C.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
**AEROTROPOLIS AREA
COORDINATING METROPOLITAN
DISTRICT**
By: _____
Matt Hopper, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Matt Hopper, as President of Aerotropolis Area Coordinating Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
SCOPE OF SERVICES



Letter of Agreement

Prepared for: The Aurora Highlands CAB

This agreement is between The Aurora Highlands CAB hereafter referred to as CLIENT, and Lisa Browne Marketing, LLC, hereafter referred to as AGENCY.

Description of Work

AGENCY will assist CLIENT in various projects such as logo development, website review, design work, general support, etc.

Pricing

AGENCY charges \$100 per hour. Estimates can be provided once the scope of each project is specified. Here are some general pricing guidelines for budgeting purposes only.

Logo Development (adding CAB to current TAH logo)	\$50
Web Site – New Page	\$100/per page
Web Site – Review Page and Improve Design	\$25-\$45/page
Printed Materials (design only, printing quotes can be provided)	\$150/page
Promotional Materials/Logo Items.....	Quoted upon request

After project estimate is approved, revisions or alterations to the scope of work or schedule may obligate the CLIENT to additional fees. These may include copy or layout changes made after initial CLIENT approvals. Extensive alterations, such as a change in objectives or project goals, shall be considered new work and will require that the estimate be amended with a change order to reflect the revised scope of work.

Ownership and Usage Rights

Upon receipt of full payment, the CLIENT is hereby granted exclusive and unlimited usage and reproduction rights to the final designs prepared for the CLIENT as part of each project. AGENCY reserves the right to reproduce any and all designs created in print and electronic media for AGENCY's promotional purposes.

Errors

CLIENT has responsibility to proofread and review all work produced during each project. As a result, the Client is fully responsible for any errors in spelling, typography, illustrative layout, photography or other errors discovered after printing or reproduction or for any work performed by third parties selected by the CLIENT.

Cancellation

In the event CLIENT cancels this agreement prior to completion, within thirty (30) days of such cancellation, CLIENT shall pay AGENCY for: (1) all work performed up to the date of termination; and (2) all outside expenses and commitments that have been incurred and cannot be cancelled.

Thank you for the opportunity to work with The Aurora Highlands CAB. I look forward to working with you.

Client Approval

Date



EXHIBIT B
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5–102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5–102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

**EXHIBIT C
FORM OF CHANGE ORDER**

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20__
Increase of this Change Order: \$ _____	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders: _____

APPROVED:	
By:	_____
	District

APPROVED:	
By:	_____
	Consultant