

**THE AURORA HIGHLANDS COMMUNITY  
AUTHORITY BOARD**

8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111  
Phone: 303-779-5710

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Matt Hopper (AACMD Rep.)	President	2022/May 2022
Carla Ferreira (AACMD Rep.)	Vice President	2022/May 2022
Michael Sheldon (TAH MD Nos. 1 – 3 Rep.)	Treasurer/Asst. Secretary	2023/May 2023
VACANT	Assistant Secretary	2023/May 2023
Cynthia (Cindy) Shearon (AACMD Rep.)	Assistant Secretary	2023/May 2023
Kathleen Sheldon (ATEC 1 Rep.)	Assistant Secretary	2023/May 2023
Deanna Hopper (ATEC 2 Rep.)	Assistant Secretary	2023/May 2022
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=akllbjFIc3VKYW9TTS3l0NGpyUnNSUT09>

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

**I. ADMINISTRATIVE MATTERS**

- A. Present disclosures of potential conflicts of interest.
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- B. Confirm Quorum, location of meeting and posting of meeting notices. Approve Agenda.
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- 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.
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**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.

- None.

**III. LEGAL MATTERS**

None.

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**IV. FINANCIAL MATTERS**

- A. Discuss and consider approval of Amended and Restated Series 2020A Bondholder’s Agreement by and among The Aurora Highlands Community Authority Board (“CAB”), Oxnard Financial, LLC and Aurora Highlands, LLC (to be distributed).
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- B. Discuss and consider approval of Amended and Restated Series 2020B Bondholder’s Agreement by and among the CAB and Aurora Highlands, LLC (to be distributed).
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- C. Discuss and approve processing September 2020 Series 2020A Draw.
    - 1. Discuss and consider approval of acceptance of CAB and Aerotropolis Area Coordinating Metropolitan District Engineer’s Report and Verification of Costs Associated with Public Improvements (Draw No. 27), prepared by Schedio Group LLC (to be distributed).

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  - 2. Discuss and consider adoption of Resolution of the Board of Directors of the CAB Authorizing a Draw on September 28, 2020 of the CAB Special Tax Revenue Draw-Down Bonds, Series 2020A (to be distributed).

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- D. Discuss and consider approval of Master Service Agreement (“MSA”) for Supplemental District Management Services by and between the CAB and Timberline District Consulting, LLC (enclosure).

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- E. Discuss and consider approval of Task Order No. 01 to MSA for Supplemental District Management Services by and between the CAB and Timberline District Consulting, LLC for Attendance at Twelve Monthly Meetings (enclosure).

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- F. Discuss and consider approval of Task Order No. 02 to MSA for Supplemental District Management Services by and between the CAB and Timberline District Consulting, LLC for Management of the CAB’s Rules and Regulations relating to residents and covenant enforcement (enclosure).

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- G. Discuss and consider approval of Task Order No. 03 to MSA for Supplemental District Management Services by and between the CAB and Timberline District Consulting, LLC for Management of Community Events and Neighborhood Specific Events and Gatherings (enclosure).

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- H. Discuss and consider approval of Task Order No. 04 to MSA for Supplemental District Management Services by and between the CAB and Timberline District Consulting, LLC for Provide Support to CLA and the CAB on Financial Projections, Budgeting and Planning (enclosure).

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- I. Receive report on status of Operations and Maintenance Budget and Operating Reserve.

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- J. Discuss timing for establishment of monthly maintenance fee.

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**V. CONSTRUCTION MATTERS**

None.

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**VI. OTHER BUSINESS**

- A. Discuss schedule for October special meeting.

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**VII. ADJOURNMENT**

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

**MASTER SERVICE AGREEMENT FOR  
SUPPLEMENTAL DISTRICT MANAGEMENT SERVICES**

THIS MASTER SERVICE AGREEMENT FOR SUPPLEMENTAL DISTRICT MANAGEMENT SERVICES (“**Agreement**”) is entered into and effective as of September 28, 2020, by and between **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado formed pursuant to Section 29-1-203.5, C.R.S. (the “**CAB**”), and **TIMBERLINE DISTRICT CONSULTING, LLC**, a Colorado limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

**RECITALS**

A. The CAB 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 CAB is permitted to enter into contracts and agreements affecting the affairs of the CAB.

C. The Consultant has experience in providing the services, generally described in **Exhibit A**, attached hereto and incorporated herein, the specific scope of which will be determined on a Task Order (“**Task Order**”) basis, as more particularly described herein (the “**Services**”), and is willing to provide such Services to the CAB 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 CAB.

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

(e) Shall not enter into any contract, oral or written, in the name of the CAB, and from incurring any debt, liability or obligation for or on behalf of the CAB. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the CAB 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 CAB in any manner whatsoever, except to the extent specifically provided in this Agreement, a Task Order, or specifically authorized or ratified by the board of directors of the CAB as reflected in the minutes of the CAB board meetings. The Consultant shall at all times conform to the stated policies established and approved by the CAB.

(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 CAB. 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 CAB, except the payments to be made by the CAB to the Consultant for the Services performed as provided herein. The CAB 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 CAB.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the CAB'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 E** 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 CAB's use, and shall provide such copies to the CAB 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 CAB. If requested by the CAB, Consultant shall execute and deliver such documents as shall be necessary in the CAB's sole discretion, to assign, transfer and convey all rights in the Work Product to the CAB or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the CAB 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 CAB immediately upon termination of this Agreement.

## II. TASK ORDERS; COMPENSATION

2.1 Task Orders. The Services to be provided hereunder shall be performed for specific portions of Services, pursuant to a separate Task Order. The Task Orders shall be identified and determined in accordance with the process set forth on Exhibit B, attached hereto and incorporated herein by this reference. A form of Task Order is set forth on Exhibit C, attached hereto and incorporated herein.

2.2 Compensation. The Consultant shall be paid as set forth in the Fee Schedule/Contract Price set forth on Exhibit D, attached hereto and incorporated herein.

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 the applicable Task Order, unless otherwise approved in advance by the CAB in writing pursuant to a Task Order.

2.4 Subject to Annual Budget and Appropriation; CAB Debt. The CAB 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 CAB 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 CAB 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 under all Task Orders. Extensions of this Agreement or any Task Order must be in writing and executed by both Parties.

3.2 Termination. The CAB 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 CAB may, at any time, and for any reason, by a written notice, cancel or suspend a Task Order in whole or in part. The Consultant may terminate this Agreement or any individual Task Order for convenience or for cause, in whole or in part, by written notice of termination given to the CAB 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 CAB shall pay the Consultant for all Services satisfactorily performed in accordance with each Task Order through the termination date.

#### **IV. INDEMNIFICATION AND INSURANCE**

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the CAB and its affiliated entities or other persons or entities designated by the CAB, 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, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the CAB at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the CAB within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the CAB with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the CAB with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the CAB, 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 CAB shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the CAB and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the CAB.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the CAB, which policy shall include, without limitation,

the CAB as an additional insured, a waiver of subrogation endorsement in favor of the CAB, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the CAB, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the CAB; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the CAB. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the CAB, which policy will include the CAB as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the CAB may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the CAB any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. CAB 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 CAB 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 CAB 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 CAB and the Consultant shall be for the sole and exclusive benefit of the CAB 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 Federal Express 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 CAB: The Aurora Highlands Community Authority Board  
c/o CliftonLarsonAllen, LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, Colorado 80111  
Phone: (303) 779-5710  
Email: denise.denslow@claconnect.com  
Attn: Denise Denslow

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

To Consultant: Timberline District Consulting, LLC  
25633 Roxana Pointe Dr.  
Evergreen, CO 80439  
Phone: (303) 359-9330  
Email: jacobs@timberlinedc.com  
Attn: Jerry Jacobs

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express 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, including the provisions of any Task Order issued hereunder, 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 or a specific Task Order 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 CAB 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:  
**TIMBERLINE DISTRICT CONSULTING,  
LLC**

By: Jerry Jacobs  
Its: President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Jefferson )

The foregoing instrument was acknowledged before me this 25 day of September 2020, by Jerry Jacobs as President of Tiberline District Consulting, LLC.

Witness my hand and official seal.

My commission expires: 8/16/2022

  
Notary Public

BRITTANY D BARNETT  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20184032880  
MY COMMISSION EXPIRES AUG 16, 2022

**CAB:  
THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Matthew Hopper, as President of The Aurora Highlands Community Authority Board.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### General Description of Services



September 23, 2020

Aurora Highlands – Community Authority Board

c/o Matthew Hopper

Via Email to: MaryAnn McGeady at [mmcgeady@specialdistrictllw.com](mailto:mmcgeady@specialdistrictllw.com)

**Re: Engagement of Supplemental District Management Services – The Aurora Highlands**

Dear Mr. Hopper and Board of Directors,

We appreciate the opportunity to provide you with a scope of supplemental services for your consideration for the Aurora Highlands development. We understand that CliftonLarsonAllen has been retained as the District Manager and our initial role will be in support of their efforts and supplemental services that we can provide based on direction from the Board.

Timberline District Consulting, LLC provides full scale District and Community Management services to Metropolitan Districts and Homeowner's Associations along the front range of Colorado. Our team specializes in District Management, Community Management, Community Outreach, design review process, architectural control, oversight of covenant enforcement, facilities maintenance and management, future master planning and projections, infrastructure turnover, inspections and acceptance, and day to day operations of the 20 Metropolitan Districts we serve.

We are excited to provide you with the enclosed Supplemental Scope of Services for your review and consideration. Please do not hesitate to contact me with any questions and we look forward to partnering with CLA and the Aurora Highlands Community Authority Board on this development.

Sincerely,

Jerry Jacobs - President

*Timberline District Consulting, LLC 25633 Roxana Palm Dr. Evergreen, CO 80110  
Phone 303-359-9370*

## EXHIBIT B

### Task Order Process

#### A. TASK ORDER PROCEDURES FOR SERVICES.

1. General. The Consultant shall perform Services under this Agreement only upon receipt from the CAB of a written Task Order, executed by both the CAB and the Consultant, to perform the Services specified therein, in a form substantially provided in Exhibit C, respectively, attached hereto and incorporated herein by this reference. Each Task Order shall be performed for the Task Order Price (as defined below) and within the time period set forth in the Task Order Schedule (as defined below) established for that Task Order in accordance with Section B hereto. Each individual Task Order shall be numbered consecutively and shall be appended to this Agreement as an attachment thereto.

2. Request for Task Order Submittal. When the CAB determines, it requires the performance of any Services by Consultant, the CAB shall notify the Consultant by issuing a written “**Request for Task Order**,” setting forth milestones for key elements of the Services, providing any additional detail needed to further describe the Services, and establishing the deliverables to be produced by the Consultant (collectively, the “**Task(s)**”).

3. Consultant’s Response. Within seven (7) business days of receipt of the CAB’s Request for Task Order, the Consultant shall respond by providing the following elements (collectively the “**Task Order Submittal**”) to the CAB for approval, rejection or negotiation:

- (a) A schedule of the Services and the Task(s);
- (b) A detailed description of proposed Services;
- (c) If requested, a work plan that describes the discrete portions of the Task(s);
- (d) A proposed Task Order Price which contains an itemized breakdown of the costs, based on the method directed by the CAB, the Fee Schedule attached as Exhibit D Fee Schedule/Contract Price, including necessary staffing, man-hours and reimbursable costs, corresponding to discrete portions of the Task; and
- (e) A proposed Task Order Schedule which contains a detailed scheduling of the Services and completion of the Task(s).
- (f) Any additional information required in the Request for Task Order Submittal.

4. Negotiation Regarding Task Order. The CAB will review the Task Order Submittal and approve, reject or negotiate any or all elements thereof. If the CAB and the Consultant cannot agree on the Task Order, the CAB may perform the Task(s) itself, engage others to perform the Task(s), or reject the Task Order Submittal in whole or in part.

5. Issuance of Task Order. If the CAB approves a Task Order Submittal in whole or in part or the parties successfully agree to the terms of a Task Order after negotiation, the CAB may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order. The Consultant agrees it shall not be compensated in excess of the Task Order Price, as it may be amended by written agreement of the Parties. The Contractor shall not initiate any Task(s) prior to the receipt of a Task Order.

6. Cancellation/Suspension of Task(s). The CAB may, at any time and for any reason by a written notice, cancel or suspend a Task Order, in whole or in part. Upon such cancellation or suspension, Consultant shall permanently cease or suspend, for a period of time the CAB determines appropriate, performance of those Services. In the event of cancellation or suspension, the Consultant shall take all steps necessary to reduce the costs to the CAB incidental to the cancellation or suspension. In no event, shall Consultant be entitled to any damages because of such cancellation or suspension.

## B. SCHEDULE.

The Services of the Consultant shall be undertaken and completed in a professionally appropriate sequence within the Task Order Schedule established in a Task Order. It is understood that there may be delays beyond the control of the Consultant. In the event of these delays, the Consultant may, within seven (7) days of knowledge of such delay, request an extension of milestones within the Task Order Schedule.

## C. COMPENSATION.

1. Services Invoicing And Reporting. Compensation for the Services provided under this Agreement shall be based on the method selected and indicated in the Fee Schedule attached as **Exhibit D** and incorporated herein by this reference. To obtain payment the Consultant must submit to the District a report detailing the Services provided, Task Order progress, percent complete, percent of budget spent, deliverables submitted, anticipated activities, and a discussion of items of concern or schedule impacts, together with an invoice. The Consultant shall use a monthly/billing period summary report format provided by the CAB, or may submit another format meeting the requirements of this paragraph and approved by the CAB prior to use. Invoices shall show names, classifications and time for each individual and the CAB's project and cost codes as may be provided in the approved Task Order.

2. Partial Payments. Invoices for payment shall contain an itemized statement by Task(s) and any sub-task(s) of the Services performed and direct expenses incurred. The CAB shall be charged according to the selected method of payment identified on the Task Order.

3. Disputed Invoices. The CAB reserves the right to reject any invoice not meeting the requirements of this Section C or not consistent with this Agreement. The CAB may also dispute any portion of any invoice for unacceptable Services, progress, or non-performance. CAB will advise Consultant within twenty (20) days of receipt of any invoice of any dispute(s). Undisputed portions of invoices will be processed for payment. Consultant and CAB shall meet prior to resubmission of disputed invoices or portions to attempt to resolve such disputes.



**EXHIBIT D**

Fee Schedule/Contract Price

Compensation under this Agreement shall be based on the Fee Schedule attached hereto and the Contract Price shall equal the sum total of all Task Orders issued pursuant to the terms of this Agreement.

**Aurora Highlands**

**Timberline District Consulting, LLC**

**Rate sheet**

**Hourly Rates:**

Principal	\$120.00
Senior Associate	\$100.00
IT Staff	\$ 95.00
Facilities Maintenance	\$ 85.00
Junior Associate	\$ 80.00
Accounting	\$ 60.00
Administrative	\$ 50.00

**Reimbursable Administrative Costs:**

- Special District Supplies – At service provider’s cost
- Copying - \$0.15 per page
- Digital Scanning - \$0.08 per page
- Postage – At service providers cost for mailings, FedEx, UPS, Courier

**Use of Service Providers Funds Fees:**

\$1.00 - \$100.00	Fee \$ 5.00
\$100.01 - \$300.00	Fee \$10.00
\$300.01 - \$500.00	Fee \$20.00
\$500.01 - \$1,000.00	Fee \$30.00
\$1,000.01 and up	6%

**Status Letter Fee - \$200.00**

## EXHIBIT E

### Certification Of Consultant

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the CAB 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 CAB 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 CAB resulting from such termination, and

the CAB shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
MASTER SERVICES AGREEMENT TASK ORDER**

**AGREEMENT TITLE** Master Service Agreement for Supplemental District Management Services

**AGREEMENT NO.** 01      **AGREEMENT DATE** 9/28/20      **TASK ORDER NO.** 01

**CONSULTANT** Timberline District Consulting, LLC

**TASK ORDER REFERENCE:** Task Order 01 Submittal (attached)

**TASK ORDER NAME:** Attendance at Twelve Monthly Meetings and any Special Meetings including attendance, document review and preparation

**CAB PROJECT ENGINEER:** \_\_\_\_\_

**BASIS OF COMPENSATION:** Classification Rate (Fee Schedule attached)

**SCHEDULE:** \_\_\_\_\_

**AGREEMENT PRICE RECONCILIATION:**

Previously Approved Change Orders/Amendments/Task Orders	\$	<u>000.00</u>
Task Order Price – Task Order No. <u>01</u>	\$	<u>3,500.00</u>
<b>Total of Agreement Prices including this Task Order</b>	\$	<u>3,500.00</u>

**AGREEMENT TERMS AND CONDITIONS**

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the CAB that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

**APPROVALS REQUIRED:**

To be effective, this Task Order must be approved according to the Agreement.

Recommended by \_\_\_\_\_ Date \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_

The undersigned agrees to the above terms and conditions:

\_\_\_\_\_  
Consultant *Jerry A. Jacobs*

09-28-2020  
Date

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Title

## EXHIBIT D

### Fee Schedule/Contract Price

Compensation under this Agreement shall be based on the Fee Schedule attached hereto and the Contract Price shall equal the sum total of all Task Orders issued pursuant to the terms of this Agreement.

### Aurora Highlands

### Timberline District Consulting, LLC

#### Rate sheet

**Hourly Rates:**

Principal	\$120.00
Senior Associate	\$100.00
IT Staff	\$ 95.00
Facilities Maintenance	\$ 85.00
Junior Associate	\$ 80.00
Accounting	\$ 60.00
Administrative	\$ 50.00

**Reimbursable Administrative Costs:**

Special District Supplies – At service provider's cost

Copying - \$0.15 per page

Digital Scanning - \$0.08 per page

Postage – At service providers cost for mailings, FedEx, UPS, Courier

**Use of Service Providers Funds Fees:**

\$1.00 - \$100.00	Fee \$ 5.00
\$100.01 - \$300.00	Fee \$10.00
\$300.01 - \$500.00	Fee \$20.00
\$500.01 - \$1,000.00	Fee \$30.00
\$1,000.01 and up	6%

**Status Letter Fee - \$200.00**

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
MASTER SERVICES AGREEMENT TASK ORDER**

**AGREEMENT TITLE** Master Service Agreement for Supplemental District Management Services

**AGREEMENT NO.** 02      **AGREEMENT DATE** 9/28/20      **TASK ORDER NO.** 02

**CONSULTANT** Timberline District Consulting, LLC

**TASK ORDER REFERENCE:** Task Order 02 Submittal (attached)

**TASK ORDER NAME:** Management of the CAB's Rules and Regulations, Design Standards, Design Review Process and Community Management relating to residents and covenant control, enforcement and fine policies

**CAB PROJECT ENGINEER:** \_\_\_\_\_

**BASIS OF COMPENSATION:** Classification Rate (Fee Schedule attached)

**SCHEDULE:** \_\_\_\_\_

**AGREEMENT PRICE RECONCILIATION:**

<b>Previously Approved Change Orders/Amendments/Task Orders</b>	\$	<u>000.00</u>
<b>Task Order Price – Task Order No. <u>02</u></b>	\$	<u>5,000.00</u>
<b>Total of Agreement Prices including this Task Order</b>	\$	<u>8,500.00</u>

**AGREEMENT TERMS AND CONDITIONS**

All other terms and conditions of the Agreement remain unchanged and in full force and effect.  
This Task Order constitutes written assurance by the CAB that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

**APPROVALS REQUIRED:**

To be effective, this Task Order must be approved according to the Agreement.

Recommended by \_\_\_\_\_ Date \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_

The undersigned agrees to the above terms and conditions:

Jerry A. Jacobs      09-28-2020  
Consultant      Date

\_\_\_\_\_  
Authorized Agent      Title

## EXHIBIT D

### Fee Schedule/Contract Price

Compensation under this Agreement shall be based on the Fee Schedule attached hereto and the Contract Price shall equal the sum total of all Task Orders issued pursuant to the terms of this Agreement.

### Aurora Highlands

#### Timberline District Consulting, LLC

##### Rate sheet

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Principal	\$120.00
Senior Associate	\$100.00
IT Staff	\$ 95.00
Facilities Maintenance	\$ 85.00
Junior Associate	\$ 80.00
Accounting	\$ 60.00
Administrative	\$ 50.00

**Reimbursable Administrative Costs:**

Special District Supplies – At service provider's cost

Copying - \$0.15 per page

Digital Scanning - \$0.08 per page

Postage – At service providers cost for mailings, FedEx, UPS, Courier

**Use of Service Providers Funds Fees:**

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\$500.01 - \$1,000.00	Fee \$30.00
\$1,000.01 and up	6%

**Status Letter Fee - \$200.00**

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
MASTER SERVICES AGREEMENT TASK ORDER**

**AGREEMENT TITLE** Master Service Agreement for Supplemental District Management Services

**AGREEMENT NO.** 03      **AGREEMENT DATE** 9/28/20      **TASK ORDER NO.** 03

**CONSULTANT** Timberline District Consulting, LLC

**TASK ORDER REFERENCE:** Task Order 03 Submittal (attached)

**TASK ORDER NAME:** Management of community events, neighborhood specific events, gatherings and Community Outreach

**CAB PROJECT ENGINEER:** \_\_\_\_\_

**BASIS OF COMPENSATION:** Classification Rate (Fee Schedule attached)

**SCHEDULE:** \_\_\_\_\_

**AGREEMENT PRICE RECONCILIATION:**

<b>Previously Approved Change Orders/Amendments/Task Orders</b>	\$	<u>000.00</u>
<b>Task Order Price – Task Order No. <u>03</u></b>	\$	<u>5,000.00</u>
<b>Total of Agreement Prices including this Task Order</b>	\$	<u>13,500.00</u>

**AGREEMENT TERMS AND CONDITIONS**

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the CAB that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

**APPROVALS REQUIRED:**

To be effective, this Task Order must be approved according to the Agreement.

Recommended by \_\_\_\_\_ Date \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_

The undersigned agrees to the above terms and conditions:

Jerry A. Jacobs      09-28-2020  
 Consultant      Date

\_\_\_\_\_  
 Authorized Agent      Title

## EXHIBIT D

### Fee Schedule/Contract Price

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### Aurora Highlands

### Timberline District Consulting, LLC

#### Rate sheet

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IT Staff	\$ 95.00
Facilities Maintenance	\$ 85.00
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Accounting	\$ 60.00
Administrative	\$ 50.00

**Reimbursable Administrative Costs:**

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**Use of Service Providers Funds Fees:**

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\$500.01 - \$1,000.00	Fee \$30.00
\$1,000.01 and up	6%

**Status Letter Fee - \$200.00**

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
MASTER SERVICES AGREEMENT TASK ORDER**

**AGREEMENT TITLE** Master Service Agreement for Supplemental District Management Services  
**AGREEMENT NO.** 04      **AGREEMENT DATE** 9/28/20      **TASK ORDER NO.** 04  
**CONSULTANT** Timberline District Consulting, LLC

**TASK ORDER REFERENCE:** Task Order 04 Submittal (attached)

**TASK ORDER NAME:** Provide support to CLA and the CAB on financial projections, budgeting and planning, including the preparation of a operations and maintenance budget projection with revenues and expenditures to be used as a reference document for the establishment by the TAH CAB Board of recurring fees to be paid by homeowners which together with the General Fund mill levy, will fund the TAH CAB administrative, operations, maintenance and programming budget.

**CAB PROJECT ENGINEER:** \_\_\_\_\_

**BASIS OF COMPENSATION:** Classification Rate (Fee Schedule attached)

**SCHEDULE:** \_\_\_\_\_

**AGREEMENT PRICE RECONCILIATION:**

<b>Previously Approved Change Orders/Amendments/Task Orders</b>	\$	<u>000.00</u>
<b>Task Order Price – Task Order No. <u>04</u></b>	\$	<u>10,000.00</u>
<b>Total of Agreement Prices including this Task Order</b>	\$	<u>23,500.00</u>

**AGREEMENT TERMS AND CONDITIONS**

All other terms and conditions of the Agreement remain unchanged and in full force and effect.  
 This Task Order constitutes written assurance by the CAB that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

**APPROVALS REQUIRED:**

To be effective, this Task Order must be approved according to the Agreement.

Recommended by \_\_\_\_\_ Date \_\_\_\_\_  
 Approved by \_\_\_\_\_ Date \_\_\_\_\_

The undersigned agrees to the above terms and conditions:

\_\_\_\_\_  
 Consultant *Jerry A. Jacobs*      09-28-2020  
 Date

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Authorized Agent

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Title

## EXHIBIT D

### Fee Schedule/Contract Price

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\$1,000.01 and up	6%

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