

## RECORD OF PROCEEDINGS

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**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
AEROTROPOLIS AREA COORDINATING  
METROPOLITAN DISTRICT (“DISTRICT”)  
HELD  
MARCH 25, 2021**

A special meeting of the Board of Directors of the District, County of Adams (referred to hereafter as the “Board”) was convened on Thursday, March 25, 2021 at 1:15 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, Colorado. 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, the District Board meeting was held and properly noticed to be held via video enabled web conference, with Kortny Voegeli attending in person at the physical meeting location. The meeting was open to the public via videoconference.

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**Directors In Attendance Were:**

Matt Hopper  
Michael Sheldon  
Carla Ferreira

**Also In Attendance Were:**

Elisabeth A. Cortese, Esq. and Jon Hoistad, Esq.; McGeady Becher P.C.  
Debra Sedgeley, Zach Leavitt, Denise Denslow, Anna Jones and  
Celeste Terrell; CliftonLarsonAllen LLP (“CLA”)  
Kamille Curylo, Esq. and Tanya Lawless, Esq.; Kutak Rock LLP  
Tony Felitsky, Dave Center, Tony Devito and Eric Antillon; AECOM  
Curren Vite: JHL Constructors, Inc.  
Brooke Hutchens; D.A. Davidson & Co.  
Kortny Voegeli; The Aurora Highlands  
Deanna Hopper; The Aurora Highlands Community Authority Board

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**ADMINISTRATIVE  
MATTERS**

**Disclosure of Potential Conflicts of Interest:** Attorney Cortese discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors as required by statute. No new conflicts were disclosed.

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**Quorum/Confirmation of Meeting Location/Posting of Notice:** A quorum for the special meeting was confirmed. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within the District boundaries to conduct this meeting it was determined to conduct this meeting at the above-stated location, with Kortny Voegeli attending in person. Due to concerns regarding the spread of COVID-19, and the benefits to the control of the virus by limiting in-person contact, the remaining Board members and consultants attended via videoconference. The Board further noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within its boundaries have been received.

**Agenda:** The Board considered the proposed Agenda for the District's special meeting.

Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Agenda was approved, as presented and the absence of Director Shearon was excused.

**Public Comment:** There was no public comment.

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### CONSENT AGENDA

The Board considered the following actions:

- A. **Review and consider approval of February 18, 2021 special meeting minutes.**

Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board approved the Consent Agenda.

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### LEGAL MATTERS

#### **Aerotropolis Regional Transportation Authority ("ARTA") Inclusions and Regional Transportation System Projects:**

**Presentation by Director Hopper:** Director Hopper briefly presented to the Board on the ARTA Inclusion and Regional Transportation System Improvements and Phasing Plan, included in the First Supplement to the ARTA Establishment Agreement.

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**First Supplement to ARTA Establishment Agreement, Exhibit A-1 (Regional Transportation System), and Exhibit D-1 (Phasing Plan):**

Attorney Hoistad reviewed the First Supplement and Exhibits with the Board. Director Ferreira requested that a fully integrated Phasing Plan, including the prior Regional Transportation System Improvements and those being added under the First Supplement, be provided. Director Hopper informed the Board that this document is being prepared by ARTA.

Director Hopper rescinded his position as Board President and appointed Director Ferreira as Board President so that he was able to make a statement in support of this matter. Discussion ensued.

The Board deferred consideration of the First Supplement to ARTA Establishment Agreement, Exhibit A-1 (Regional Transportation System) and Exhibit D-1 (Phasing Plan), with direction to tentatively hold a special meeting on April 1, 2021 to consider these items. Director Hopper resumed his role as Board President.

**Termination of Intergovernmental Agreement Regarding Sharing of Tax Revenue by and among First Creek Ranch Metropolitan District, Second Creek Ranch Metropolitan District, Central Adams County Water and Sanitation District and the District (“Termination of IGA”):**

Attorney Hoistad reviewed the Termination of IGA with the Board. Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Board approved the Termination of IGA.

**FINANCIAL  
MATTERS**

**Lender Funding Request and Payment of Claims for Operating Costs:** Ms. Sedgeley reviewed the Lender funding request with the Board. Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board acknowledged approval of the Lender funding request and approved payment of claims for operating costs in the amount of \$36,011.21.

**Cash Position Report dated December 31, 2020, updated as of March 10, 2021:** Ms. Sedgeley reviewed the Cash Position Report with the Board. Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board accepted the Cash Position Report dated December 31, 2020, updated as of March 10, 2021.

**The Aurora Highlands Community Authority Board (“CAB”) and District Engineer’s Report and Verification of Costs Associated with Public Improvements (Draw No. 33) Engineer’s Report and Verification of Costs No. 10 prepared by Schedio Group LLC (“Engineer’s Report”):** Ms.

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Sedgeley reviewed the Engineer's Report with the Board. Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved the recommendation to the CAB for acceptance of the Engineer's Report.

### CAPITAL PROJECTS

**Draw Request No. 33:** Director Hopper reviewed Draw Request No. 33 with the Board.

Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved Draw Request No. 33, in the amount of \$2,467,406.73, as shown below:

CAB (A Bonds)	\$ 1,738,889.85
CAB (B Bonds)	\$ 7,942.00
ARTA	\$ 686,807.38
ATEC	\$ 32,182.50
Developer	\$ 1,585.00
Total:	\$ 2,467,406.73

### AEROTROPOLIS AREA COORDINATING CAPITAL PROJECTS

**Construction Management Agreement by and between the District and JHL Constructors, Inc. and the related Notice to Proceed:** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved the Construction Management Agreement by and between the District and JHL Constructors, Inc. and the related Notice to Proceed, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Task Order No. 1 to Construction Management Agreement by and between the District and JHL Constructors, Inc. for Project Management of Existing Scope:** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 1** to Construction Management Agreement by and between the District and **JHL Constructors, Inc.** for Project Management of Existing Scope, in an amount to be determined, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Work Order No. 1 to Construction Management Agreement by and between the District and JHL Constructors, Inc. for Prairie Water Line Material Procurement:** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously

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carried by roll call, the Board approved **Work Order No. 1** to Construction Management Agreement by and between the District and **JHL Constructors, Inc.** for Prairie Water Line Material Procurement, in an amount to be determined, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Change Order No. 01 to Task Order No. 12 to the Master Service Agreement (“MSA”) for Program Management, Design, and Construction Services by and between the District and AECOM Technical Services, Inc. for Additional Work - CMaR Procurement Support:** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 01 to Task Order No. 12** to the MSA for Program Management, Design, and Construction Services by and between the District and **AECOM Technical Services, Inc.** for Additional Work - CMaR Procurement Support, in the amount of \$12,500, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Change Order No. 02 to Task Order No. 14 to the MSA for Program Management, Design, and Construction Services by and between the District and AECOM Technical Services, Inc. for Interim CM Services:** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 02 to Task Order No. 14** to the MSA for Program Management, Design, and Construction Services by and between the District and **AECOM Technical Services, Inc.** for Interim CM Services, in the amount of \$187,000, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**MSA for Lighting Design and Electrical Engineering Services by and between the District and Clanton Engineering, Inc., D/B/A Clanton & Associates:** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved the **MSA** for Lighting Design and Electrical Engineering Services by and between the District and **Clanton Engineering, Inc., D/B/A Clanton & Associates**, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Task Order No. 1 to MSA for Lighting Design and Electrical Engineering Services by and between the District and Clanton Engineering, Inc., D/B/A Clanton & Associates for Assessment of Aurora Street Lighting Criteria and Warrants & Design Team Coordination:** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 1** to MSA for Lighting Design and Electrical Engineering Services by and

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between the District and **Clanton Engineering, Inc., D/B/A Clanton & Associates** for Assessment of Aurora Street Lighting Criteria and Warrants & Design Team Coordination, in the amount of \$10,000, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Change Order No. 07 to the Construction Agreement by and between the District and Dynalectric Company for TAH Filing 1 - Lighting (Utility Sleeving and Conduit Installation):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 07** to the Construction Agreement by and between the District and **Dynalectric Company** for TAH Filing 1 - Lighting (Utility Sleeving and Conduit Installation), in the amount of \$60,965.39, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Change Order No. 08 to the Construction Agreement by and between the District and Dynalectric Company for TAH Filing 1 - Lighting (Credits Associated with Removing Designed Electrical Work for 38<sup>th</sup> Pkwy):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 08** to the Construction Agreement by and between the District and **Dynalectric Company** for TAH Filing 1 - Lighting (Credits Associated with Removing Designed Electrical Work for 38<sup>th</sup> Pkwy), in the deductive amount of (\$71,792.09), upon review and recommendation by the Construction Committee.

**Change Order No. 01 to Task Order No. 01 to the MSA for Civil Engineering Services by and between the District and Felsburg Holt & Ullevig, Inc. for E-470 & 38<sup>th</sup> Ave. Interchange Budget Supplement Request:** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 01 to Task Order No. 01** to the MSA for Civil Engineering Services by and between the District and **Felsburg Holt & Ullevig, Inc.** for E-470 & 38<sup>th</sup> Ave. Interchange Budget Supplement Request, in the amount of \$224,284.90, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Change Order No. 01 to Task Order No. 27 to the MSA for Civil Engineering Services by and between the District and HR Green Development, LLC for 38th Ave. Preliminary Design (N/S Collector – Powhatan):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 01 to Task Order No. 27** to the MSA for Civil Engineering Services by and between the District and **HR Green**

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**Development, LLC** for 38th Ave. Preliminary Design (N/S Collector – Powhatan), in the amount of \$18,800.00, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Task Order No. 42 to the MSA for Civil Engineering Services by and between the District and HR Green Development, LLC for Design Services - 38th Pkwy. (Himalaya to Odessa):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 42** to the MSA for Civil Engineering Services by and between the District and **HR Green Development, LLC** for Design Services - 38th Pkwy. (Himalaya to Odessa), in the amount of \$269,276.00, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Task Order No. 43 to the MSA for Civil Engineering Services by and between the District and HR Green Development, LLC for Tributary T Channel Design (West of E470):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 43** to the MSA for Civil Engineering Services by and between the District and **HR Green Development, LLC** for Tributary T Channel Design (West of E470), in the amount of \$88,286.00, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Change Order No. 01 to Task Order No. 29 to the MSA for Civil Engineering Services by and between the District and HR Green Development, LLC for 38th Ave. (Powhatan - Monaghan):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 01 to Task Order No. 29** to the MSA for Civil Engineering Services by and between the District and **HR Green Development, LLC** for 38th Ave. (Powhatan - Monaghan), in the amount of \$18,800.00, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Change Order No. 01 to Task Order No. 35 to the MSA for Civil Engineering Services by and between the District and HR Green Development, LLC for Streetlight Plan Modifications:** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 01 to Task Order No. 35** to the MSA for Civil Engineering Services by and between the District and **HR Green Development, LLC** for Streetlight Plan Modifications, in the amount of \$10,000.00, upon review and recommendation by the Construction Committee and Lender commitment to fund.

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**Change Order No. 33 to the Construction Agreement by and between the District and JHL Constructors, Inc. for Trib T Aurora Pkwy P3 & Mainstreet P3 (Revised Planter Bowls -9):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 33** to the Construction Agreement by and between the District and **JHL Constructors, Inc.** for Trib T Aurora Pkwy P3 & Mainstreet P3 (Revised Planter Bowls -9), in the amount of \$81,220.63, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Change Order No. 34 to the Construction Agreement by and between the District and JHL Constructors, Inc. for Trib T Aurora Pkwy P3 & Mainstreet P3 (Earthwork Necessary to Update Pond 8571):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 34** to the Construction Agreement by and between the District and **JHL Constructors, Inc.** for Trib T Aurora Pkwy P3 & Mainstreet P3 (Earthwork Necessary to Update Pond 8571), in the amount of \$69,780.65, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Change Order No. 06 to the Construction Agreement by and between the District and Kelley Trucking, Inc. for Tributary MS Phase 3 EWEC (Tree Removal Along E-470 Relay Topsoil, etc.):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 06** to the Construction Agreement by and between the District and **Kelley Trucking, Inc.** for Tributary MS Phase 3 EWEC (Tree Removal Along E-470 Relay Topsoil, etc.) in the amount of \$157,258.50, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Change Order No. 16 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 42<sup>nd</sup> Phase 1 and Aura Phase 1-2 (Balancing Remaining Contract):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 16** to the Construction Agreement by and between the District and **Stormwater Risk Management, LLC** for 42<sup>nd</sup> Phase 1 and Aura Phase 1-2 (Balancing Remaining Contract), in the deductive amount of (\$62,585.61), upon review and recommendation by the Construction Committee.



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**Change Order No. 04 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 38th Pkwy EWEC-Powhatan-Monaghan (Balancing Remaining Contract):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 04** to the Construction Agreement by and between the District and **Stormwater Risk Management, LLC** for 38th Pkwy EWEC-Powhatan-Monaghan (Balancing Remaining Contract), in the deductive amount of (\$15,336.90), upon review and recommendation by the Construction Committee.

**Change Order No. 05 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 38<sup>th</sup> Pkwy EWEC Reserve-Powhatan (Balancing Remaining Contract):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 05** to the Construction Agreement by and between the District and **Stormwater Risk Management, LLC** for 38<sup>th</sup> Pkwy EWEC Reserve-Powhatan (Balancing Remaining Contract), in the deductive amount of (\$25,918.90), upon review and recommendation by the Construction Committee.

**Change Order No. 11 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 38<sup>th</sup> Place & 38<sup>th</sup> Avenue EWEC (Balancing Remaining Contract):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 11** to the Construction Agreement by and between the District and **Stormwater Risk Management, LLC** for 38<sup>th</sup> Place & 38<sup>th</sup> Avenue EWEC (Balancing Remaining Contract), in the deductive amount of (\$18,803.32), upon review and recommendation by the Construction Committee.

**Change Order No. 08 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC for 42<sup>nd</sup> Avenue Phase 2 and NS Collector EWEC (Balancing Remaining Contract):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 08** to the Construction Agreement by and between the District and **Stormwater Risk Management, LLC** for 42<sup>nd</sup> Avenue Phase 2 and NS Collector EWEC (Balancing Remaining Contract), in the amount of \$350,548.40, upon review and recommendation by the Construction Committee and Lender commitment to fund.

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**Change Order No. 04 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC for Community Markers (Balancing Remaining Contract):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 04** to the Construction Agreement by and between the District and **Stormwater Risk Management, LLC** for Community Markers (Balancing Remaining Contract), in the amount of \$509.00, upon review and recommendation by the Construction Committee and Lender commitment to fund.

**Change Order No. 12 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC for Main Street Phase 1-2, 42<sup>nd</sup> & Aura Blvd. Phase 1 (Balancing Remaining Contract):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 12** to the Construction Agreement by and between the District and **Stormwater Risk Management, LLC** for Main Street Phase 1-2, 42<sup>nd</sup> & Aura Blvd. Phase 1 (Balancing Remaining Contract), in the deductive amount of (\$42,532.20), upon review and recommendation by the Construction Committee.

**Change Order No. 04 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC for Residential Filing 1 Phase 1-2 EWEC (Balancing Remaining Contract):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 04** to the Construction Agreement by and between the District and **Stormwater Risk Management, LLC** for Residential Filing 1 Phase 1-2 EWEC (Balancing Remaining Contract), in the deductive amount of (\$21,044.74), upon review and recommendation by the Construction Committee.

**Change Order No. 07 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC for Sanitary Sewer Filing 1 (Balancing Remaining Contract):** Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 07** to the Construction Agreement by and between the District and **Stormwater Risk Management, LLC** for Sanitary Sewer Filing 1 (Balancing Remaining Contract) in the deductive amount of (\$650.00), upon review and recommendation by the Construction Committee.

**Change Order No. 16 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC 42<sup>nd</sup> Phase 1 and Aura Phase 1-2 (Balancing Remaining Contract):** Following discussion, upon

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motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 16** to the Construction Agreement by and between the District and **Stormwater Risk Management, LLC** 42<sup>nd</sup> Phase 1 and Aura Phase 1-2 (Balancing Remaining Contract), in the deductive amount of (\$62,585.61), upon review and recommendation by the Construction Committee.

**Presentation by Construction Manager Concerning Projects at Substantial Completion and Close-Out of Construction Agreements:** Mr. Vite presented the current status of construction contracts approved for closeout.

**i. Recommendation of Construction Manager / Direction to Publish Notice of Final Payment and related authorization for release of final retainage for the following completed Construction Agreements:**

- a. Aggregate Industries – WCR, Inc. – Project 032 (E470 & 38th P1);
- b. Iron Woman Construction and Environmental Services, LLC – Project 032 (E470 & 38th P1);
- c. Iron Woman Construction and Environmental Services, LLC – Project 028 (Main Street P1 and P2, 42nd Ave., and Aura P1);
- d. Pase Contracting, Inc. – Project 019 (Mainstreet P1 EWEC);
- e. Pase Contracting, Inc. – Project 031 (42<sup>nd</sup> P2 N/S Collector Pkwy);
- f. Pase Contracting, Inc. – Project 037 (Tributary T EWEC)
- g. Stormwater Risk Management, LLC – Project 023 (Sanitary Sewer F1);
- h. Stormwater Risk Management, LLC – Project 032 (E470 & 38th P1);
- i. Stormwater Risk Management, LLC – Project 035 (38th Pkwy [Powhaton – Monaghan]);
- j. Stormwater Risk Management, LLC – Project 036 (38th Pkwy [Reserve – Powhaton]); and
- k. Stormwater Risk Management, LLC – Project 036 (Residential F1).

Mr. Vite advised the Board that the contracts listed above as a, b and c were approved for closeout, subject to final review of the contract terms. He further advised that items d through k had been closed out.

Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, by roll call, the Board authorized and directed the publication of notices of final payment and payment of any remaining retainage for items a, b and c, subject to review by the Construction Committee and legal counsel.

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### Presentations by AECOM Technical Services, Inc.:

**2021 Construction and Design Master Schedule:** AECOM representatives presented the 2021 construction and design master schedule, noting that the schedule is continuously updated and presented to Aurora Highlands, LLC.

**Master Budget:** AECOM representatives presented the Master Budget to the Board, noting that the Master Budget includes updated unit cost information.

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ARTA MATTERS

None.  
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EXECUTIVE  
SESSION

It was determined that an executive session was not necessary.  
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OTHER BUSINESS

None.  
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ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board adjourned the meeting at 2:58 p.m.

Respectfully submitted,

DocuSigned by:  
*Denise Denstow*  
By \_\_\_\_\_  
77517AF6E925439...  
Secretary for the Meeting

## Certificate Of Completion

Envelope Id: E7CFA5FB8E9148839533E8CAD69DF74F	Status: Completed
Subject: Please DocuSign: 2.A.2. Minutes 03-25-21 AACMD final.pdf	
Client Name: AACMD	
Client Number: 011-042659-OS03-2021	
Source Envelope:	
Document Pages: 12	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Kathy Suazo
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Kathy.Suazo@claconnect.com
	IP Address: 67.137.57.251

## Record Tracking

Status: Original	Holder: Kathy Suazo	Location: DocuSign
4/22/2021 4:59:13 PM	Kathy.Suazo@claconnect.com	

## Signer Events

Denise Denslow  
denise.denslow@claconnect.com  
Secretary  
Security Level: Email, Account Authentication (None)

## Signature



Signature Adoption: Pre-selected Style  
Using IP Address: 165.225.10.163

## Timestamp

Sent: 4/22/2021 5:00:08 PM  
Viewed: 4/24/2021 5:25:37 PM  
Signed: 4/24/2021 5:28:42 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 4/24/2021 5:25:37 PM  
ID: a95f12a8-a402-4c73-a5f0-763b7da9db0a

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/22/2021 5:00:08 PM
Certified Delivered	Security Checked	4/24/2021 5:25:37 PM
Signing Complete	Security Checked	4/24/2021 5:28:42 PM
Completed	Security Checked	4/24/2021 5:28:42 PM

Payment Events	Status	Timestamps
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## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact CliftonLarsonAllen LLP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com)

### **To advise CliftonLarsonAllen LLP of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.