

RECORD OF PROCEEDINGS

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT (“DISTRICT”)
HELD
August 19, 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, August 19, 2021 at 1:00 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 Directors Ferreira and Shearon attending in person at the physical meeting location. The meeting was open to the public via videoconference.

Directors in Attendance Were:

Matt Hopper
Carla Ferreira
Michael Sheldon
Cynthia (Cindy) Shearon

Also in Attendance Were:

MaryAnn McGeady, Esq., Elisabeth A. Cortese, Esq. and Jon Hoistad, Esq.;
McGeady Becher P.C.
Anna Jones, Kathy Suazo, Debra Sedgeley and Zach Leavitt;
CliftonLarsonAllen LLP (“CLA”)
Tanya Lawless, Esq.; Kutak Rock LLP
Curren Vite; JHL Constructors, Inc.
Patrick Chelin; Matrix Design Group, Inc.

**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. No new conflicts were disclosed.

Quorum/Confirmation of Meeting Location/Posting of Notice: Director Hopper confirmed a quorum for the special meeting. 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

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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 Directors Ferreira and Shearon 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 Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Agenda was approved, as presented.

Public Comment: There was no public comment.

Organizational Flowchart: The Board determined to defer discussion of this item to the September meeting.

CONSENT AGENDA

The Board considered the following actions:

Review and consider approval of July 15, 2021 special meeting minutes:

Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Board ratified and/or approved of the Consent Agenda items, as presented.

LEGAL MATTERS

Terms for Cooperative Agreement Regarding Construction of The Aurora Highlands Parkway by and between Aerotropolis Regional Transportation Authority (“ARTA”), the District and East Cherry Creek Valley Water & Sanitation District (“ECCV”): Attorney Hoistad reviewed the status of the Terms for Cooperative Agreement regarding Construction of the Aurora Highlands Parkway with the Board, noting ECCV is waiting on further designs from the engineering team.

Executive Session: It was determined that an executive session was not necessary.

Letters of Consent of Interested Parties – Proposed 38th Parkway / Powhaton Road Alignment: Attorney Hoistad advised the Board that multiple third-party consents are required by the City of Aurora (“City”) prior to construction of the roadway at the intersection of 38th Parkway and Powhaton Road. Attorney Hoistad noted that the City has approved a form Letter of Consent. Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Hopper and,

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upon vote, unanimously carried, the Board acknowledged use of the form Letters of Consent of Interested Parties – Proposed 38th Parkway / Powhatan Road Alignment.

FINANCIAL MATTERS

Lender Funding Request and Payment of Claims for Operating Costs: Ms. Sedgley reviewed the Lender funding request with the Board, noting the amount is different than what was disclosed prior to the meeting (\$53,720.23). Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Sheldon 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 \$60,763.23.

Cash Position Report Dated June 30, 2021, updated as of August 16, 2021: Ms. Sedgley reviewed the Cash Position Report with the Board. Following review, 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 Reported dated June 30, 2021, updated as of August 16, 2021.

The Aurora Highlands Community Authority Board (“CAB”) and District Engineer’s Report and Verification of Costs Associated with Public Improvements (Draw No. 38) Engineer’s Report and Verification of Costs No. 15 prepared by Schedio Group LLC (“Engineer’s Report”): Ms. Sedgley reviewed the Engineer’s Report with the Board. Following review and 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. 38: Ms. Sedgley reviewed Draw Request No. 38 with the Board. Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved Draw Request No. 38, in the amount of \$4,693,763.01, as shown below:

CAB (A Bonds)	\$	3,959,581.91
CAB (B Bonds)	\$	6,227.00
ARTA	\$	727,293.47
ATEC	\$	660.63
Developer	\$	0.00
		\$ 4,693,761.01

Task Order No. 03 to Master Service Agreement (“MSA”) for Program Management, Design and Construction Support Services (Aerotropolis Regional Transportation Authority Projects) by and between the District and AECOM Technical Services, Inc., for Transfer of Remaining Balance of Task

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Order No. 09 (26th Ave. Conceptual Design...): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 03** to **MSA** for Program Management, Design and Construction Support Services (Aerotropolis Regional Transportation Authority Projects) by and between the District and **AECOM Technical Services, Inc.**, for Transfer of Remaining Balance of Task Order No. 09 (26th Ave. Conceptual Design...), in the amount of \$267,954.00, upon review and recommendation by the Construction Committee and Lender commitment to fund.

Task Order No. 04 to MSA for Program Management, Design and Construction Support Services (Aerotropolis Regional Transportation Authority Projects) by and between the District and AECOM Technical Services, Inc., for Transfer of Remaining Balance of Task Order No. 13 (Powhatan Road Conceptual Design...): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 04** to **MSA** for Program Management, Design and Construction Support Services (Aerotropolis Regional Transportation Authority Projects) by and between the District and **AECOM Technical Services, Inc.**, for Transfer of Remaining Balance of Task Order No. 13 (Powhatan Road Conceptual Design...), in the amount of \$261,350.00, 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 Brightview Landscape Development, Inc., for Landscape, Hardscape & Monumentation (PCI #15 – Credit for Sod Areas, PCI #19 – Installation of Ground Irrigation, and PCI #22 – Copper Stubs): Following discussion, upon a motion duly made by Director Hopper, 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 **Brightview Landscape Development, Inc.**, for Landscape, Hardscape & Monumentation (PCI #15 – Credit for Sod Areas, PCI #19 – Installation of Ground Irrigation, and PCI #22 – Copper Stubs), in the deductive amount of (\$12,659.00), upon review and recommendation by the Construction Committee.

Change Order No. 06 to the Construction Agreement by and between the District and Concrete Curb & Paving, Inc., for 42nd P2 NS Collector Pkwy (COR #07 – Deduction of Curb and Gutter along Haul Road): Following discussion, upon a motion duly made by Director Hopper, 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 **Concrete Curb & Paving, Inc.**, for 42nd P2 NS Collector Pkwy (COR #07 – Deduction of Curb and Gutter along Haul Road), in the deductive amount of (\$11,786.28), upon review and recommendation by the Construction Committee.

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Task Order No. 37 to MSA for Geotechnical Services by and between the District and CTL Thompson, Inc., for Main Street North Rough Grading:

Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 37 to MSA for Geotechnical Services by and between the District and CTL Thompson, Inc., for Main Street North Rough Grading**, in the amount of \$21,479.00, upon review and recommendation by the Construction Committee and Lender commitment to fund.

Notice to Proceed under Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc., for District Walls and Fencing:

Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved the **Notice to Proceed under Construction Management Agreement (CMAR)** by and between the District and **JHL Constructors, Inc., for District Walls and Fencing**, in the amount not to exceed \$29,327.00, upon review and recommendation by the Construction Committee and Lender commitment to fund.

Notice to Proceed under Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc., for Section 30 Mass Grading Preconstruction Services:

Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved the **Notice to Proceed under Construction Management Agreement (CMAR)** by and between the District and **JHL Constructors, Inc., for Section 30 Mass Grading Preconstruction Services**, in the amount not to exceed \$87,153.00, upon review and recommendation by the Construction Committee and Lender commitment to fund.

Notice to Proceed under Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc., for Pre-Construction Services for Bridgewater F10 Utilities:

Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved the **Notice to Proceed under Construction Management Agreement (CMAR)** by and between the District and **JHL Constructors, Inc., for Pre-Construction Services for Bridgewater F10 Utilities**, in the amount not to exceed \$19,814.00, upon review and recommendation by the Construction Committee and Lender commitment to fund.

Notice to Proceed under Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc., for TAH Parkway Roundabout Community Feature:

Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved the **Notice to Proceed under Construction Management Agreement (CMAR)** by and between the District and

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JHL Constructors, Inc., for TAH Parkway Roundabout Community Feature, in the amount not to exceed \$24,689.00, upon review and recommendation by the Construction Committee and Lender commitment to fund.

Notice to Proceed under Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc., for Landscape Monumentation Pre-Construction: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved the **Notice to Proceed** under **Construction Management Agreement (CMAR)** by and between the District and **JHL Constructors, Inc.**, for Landscape Monumentation Pre-Construction, in the amount not to exceed \$15,880.00, upon review and recommendation by the Construction Committee and Lender commitment to fund.

Work Order No. 01 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc., for The Aurora Highlands Prairie Waters Pipeline: Material Procurement: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Work Order No. 01** to the **Construction Management Agreement (CMAR)** by and between the District and **JHL Constructors, Inc.**, for The Aurora Highlands Prairie Waters Pipeline: Material Procurement, for an amount not to exceed \$84,786.00, upon review and recommendation by the Construction Committee and Lender commitment to fund.

Change Order No. 57 to the Construction Agreement by and between the District and JHL Constructors, Inc., for Trib T Aurora Pkwy P3 & Mainstreet P3 (Payment & Performance Bond): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 57** to the **Construction Agreement** by and between the District and **JHL Constructors, Inc.**, for Trib T Aurora Pkwy P3 & Mainstreet P3 (Payment & Performance Bond), in the amount of \$6,957.08, upon review and recommendation by the Construction Committee and Lender commitment to fund.

Change Order No. 58 to the Construction Agreement by and between the District and JHL Constructors, Inc., for Trib T Aurora Pkwy P3 & Mainstreet P3 (Irrigation Sleeving Under TAH Pkwy P2): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 58** to the **Construction Agreement** by and between the District and **JHL Constructors, Inc.**, for Trib T Aurora Pkwy P3 & Mainstreet P3 (Irrigation Sleeving Under TAH Pkwy P2), in the amount of \$51,504.85, upon review and recommendation by the Construction Committee and Lender commitment to fund.

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Notice to Proceed under Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc., for Preconstruction Services for 38th Parkway (Reserve-Monaghan): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved the **Notice to Proceed** under **Construction Management Agreement (CMAR)** by and between the District and **JHL Constructors, Inc.**, for Preconstruction Services for 38th Parkway (Reserve-Monaghan), in the amount of \$0.00, upon review and recommendation by the Construction Committee.

Notice to Proceed under Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc., for Preconstruction Services for Southbound Main Street: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved the **Notice to Proceed** under **Construction Management Agreement (CMAR)** by and between the District and **JHL Constructors, Inc.**, for Preconstruction Services for Southbound Main Street, in the amount of \$0.00, upon review and recommendation by the Construction Committee.

Change Order No. 13 to the Construction Agreement by and between the District and Stormwater Risk Management, LLC, for 42nd Avenue P2 and NS Collector EWEC (Work Extension through August 31, 2021): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 13** to the **Construction Agreement** by and between the District and **Stormwater Risk Management, LLC**, for 42nd Avenue P2 and NS Collector EWEC (Work Extension through August 31, 2021), in the amount of \$126,450.53, upon review and recommendation by the Construction Committee and Lender commitment to fund.

Task Order to the Master Service Agreement by and between the District and Stormwater Risk Management, LLC, for Stormwater Management Services (Work Extension through August 31, 2021): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order** to the **Master Service Agreement** by and between the District and **Stormwater Risk Management, LLC**, for Stormwater Management Services (Work Extension through August 31, 2021), in the amount of \$29,000.00, upon review and recommendation by the Construction Committee and Lender commitment to fund.

ARTA MATTERS None.

OTHER BUSINESS None.

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ADJOURNMENT

Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Board adjourned the meeting at 1:33 p.m.

Respectfully submitted,

DocuSigned by:
By *Denise Denlow* _____
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Secretary for the Meeting

Certificate Of Completion

Envelope Id: 1EFEEB8B84E2439F9DAE9504D88DC48A	Status: Completed
Subject: Please DocuSign: 2.A. Minutes 08-19-21 AACMD Final.pdf	
Client Name: AACMD	
Client Number: 011-042659-OS03-2021	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped 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
9/20/2021 1:39:36 PM	Kathy.Suazo@claconnect.com	

Signer Events

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

Signature

DocuSigned by:

77517AF6E925439...
Signature Adoption: Pre-selected Style
Using IP Address: 136.226.50.201

Timestamp

Sent: 9/20/2021 1:40:52 PM
Viewed: 9/21/2021 11:51:38 AM
Signed: 9/21/2021 11:51:46 AM

Electronic Record and Signature Disclosure:
Accepted: 9/21/2021 11:51:38 AM
ID: c1013e4d-7c7a-4289-96fd-d3cdcc17298f

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/20/2021 1:40:52 PM
Certified Delivered	Security Checked	9/21/2021 11:51:38 AM
Signing Complete	Security Checked	9/21/2021 11:51:46 AM
Completed	Security Checked	9/21/2021 11:51:46 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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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.