

RECORD OF PROCEEDINGS

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT (“DISTRICT”)
HELD
SEPTEMBER 20, 2021**

A special meeting of the Board of Directors of the District, County of Adams (referred to hereafter as the “Board”) was convened on Monday, September 20, 2021 at 3:07 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 Director 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.
Denise Denslow, Celeste Terrell, Debra Sedgely and Zach Leavitt;
CliftonLarsonAllen LLP (“CLA”)
Matthew Ruhland, Esq.; Collins Cockrel & Cole P.C.

**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 Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient

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location within the District boundaries to conduct this meeting it was determined to conduct this meeting at the above-stated location, with Director 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 Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Agenda was approved, as presented.

Public Comment: There was no public comment.

CONSENT AGENDA

None.

LEGAL MATTERS

Aerotropolis Regional Transportation Authority (“ARTA”) 2021 Bond issuance: Attorney McGeady provided an overview of the status of the proposed ARTA 2021 Bond issuance with the Board.

District’s Notice of Intent to Undertake Certain Actions (45-Day period ended on September 19, 2021): Attorney McGeady informed the Board that no objections under the District’s Notice of Intent to Undertake Certain Actions had been received within the 45-Day objection period.

Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies by and among ARTA, the District and ATEC Metropolitan District Nos. 1 and 2: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried, the Board approved the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies by and among ARTA, the District and ATEC Metropolitan District Nos. 1 and 2.

Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies by and among ARTA, the District and The Aurora Highlands Metropolitan District Nos. 1, 2 and 3: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried, the Board approved the Intergovernmental Agreement

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Regarding Imposition, Collection and Transfer of ARI Mill Levies by and among ARTA, the District and The Aurora Highlands Metropolitan District Nos. 1, 2 and 3.

Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies by and among ARTA, the District and Green Valley Ranch East Metropolitan District Nos. 6, 7 and 8: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried, the Board approved the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies by and among ARTA, the District and Green Valley Ranch East Metropolitan District Nos. 6, 7 and 8.

Resolution authorizing the District to enter into Intergovernmental Agreements Regarding the Imposition, Collection and Transfer of ARI Mill Levies with the ARTA and the ATEC Metropolitan District Nos. 1 and 2 (the “ATEC ARTA Agreement”), The Aurora Highlands Metropolitan District Nos. 1, 2 and 3 (the “TAH ARTA Agreement”), and Green Valley Ranch East Metropolitan District Nos. 6, 7 and 8 (the “GVRE ARTA Agreement” and, together with the ATEC ARTA Agreement and the TAH ARTA Agreement, the “ARTA Agreements”) for the purpose of furthering the District’s purposes as contemplated under its service plan with respect to Regional Improvements (as defined in the service plan), approving the forms of the ARTA Agreements and authorizing the execution and delivery thereof and performance by the District thereunder; authorizing the execution and delivery by the District of related documents in connection therewith; authorizing incidental action; repealing prior inconsistent actions; and establishing the effective date thereof (“ARI IGA Resolution”): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried, the Board adopted the ARI IGA Resolution.

**FINANCIAL
MATTERS**

2020 Audit: The Board and consultants discussed status of the 2020 Audit filing, noting that the 2020 Audit had been approved at the September 16, 2021 special meeting, subject to incorporation of revisions requested by McGeady Becher P.C.

**MANAGER
MATTERS**

None.

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CONSTRUCTION
MATTERS None.

OTHER BUSINESS None.

ADJOURNMENT Following discussion, upon motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried, the Board adjourned the meeting at 3:18 p.m.

Respectfully submitted,

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

Certificate Of Completion

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Client Name: AACMD	
Client Number: 011-042659-OS03-2021	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
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	Suite 300
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Denise Denslow
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Secretary
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
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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	10/26/2021 3:32:37 PM
Certified Delivered	Security Checked	10/26/2021 7:46:43 PM
Signing Complete	Security Checked	10/26/2021 7:46:51 PM
Completed	Security Checked	10/26/2021 7:46:51 PM
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