

**THE AURORA HIGHLANDS COMMUNITY  
AUTHORITY BOARD (“CAB”)**

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: November 18, 2021**  
**TIME: 1:00 P.M.**  
**PLACE: Information Center**  
**3900 E. 470 Beltway**  
**Aurora, CO 80019**

**THERE WILL BE AT LEAST ONE PERSON PRESENT AT THE ABOVE-REFERENCED PHYSICAL LOCATION. THIS CAB BOARD MEETING WILL ALSO BE ACCESSIBLE BY VIDEO ENABLED WEB CONFERENCE. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM AT:**

Join Zoom Meeting

<https://us06web.zoom.us/j/86190530899?pwd=WDB3Z2YxOUhFVDFAZmJ2dlRoYThodz09>

Meeting ID: 861 9053 0899

Passcode: 559363

One tap mobile

+17207072699

Passcode: 559363 US (Denver)

**I. ADMINISTRATIVE MATTERS**

- A. Present disclosures of potential conflicts of interest.

- B. Confirm Quorum, location of meeting and posting of meeting notices. Approve Agenda.
- C. Public Comment. Members of the public may express their views to the Board on matters that affect the CAB that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.
- D. Discuss business to be conducted in 2022 and location (**virtual and/or physical**) of meetings. Schedule regular meetings (proposed date/time: third Thursdays of each month at 1:00 p.m. at the Information Center and virtually) and consider adoption of Resolution Establishing Regular Meeting Dates, Times and Location, and Designating Location for Posting 24-Hour Notices (enclosure).

## 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.

- Review and consider approval of the October 21, 2021 Special Meeting minutes and October 28, 2021 continued special meeting minutes (enclosures).
- Discuss and authorize renewal of CAB's insurance and Special District Association Membership in 2022.
- Discuss Section 32-1-809, C.R.S., reporting requirements (Transparency Notice) and mode of eligible elector notification (post on SDA website).

## III. LEGAL MATTERS

- A. Discuss status of Waiver and Release of Reimbursement Rights among the CAB, Aurora Highlands, LLC and Homebuilders.
  - 1. Acknowledge Waiver and Release of Reimbursement Rights by and among the CAB, Aurora Highlands, LLC and Tri-Pointe.
- B. Discuss and Consider Rescission of October 28, 2021 approval of Amended and Restated Capitol Construction and Reimbursement Agreement (In-Tract Improvements) by and between the CAB and Aurora Highlands, LLC.
- C. Discuss and consider approval of Amended and Restated Capitol Construction and Reimbursement Agreement by and between the CAB and Aurora Highlands, LLC.
- D. Discuss anticipated pledge of revenues, flow of funds, and partial refunding of debt as related to the CAB's proposed Series 2021 Bonds.

- E. Discuss proposed Special Tax Revenue Refunding and Improvement Bonds, Series 2021A<sup>(3)</sup>, in a maximum principal amount of up to \$375,000,000 (“2021A Bonds”).
1. Discuss update to In-Tract cost assumption.
  2. Discuss and consider approval of updated Engagement Letter, dated November 1, 2021, with Sherman & Howard L.L.C. in connection with the CAB’s 2021A Bond Issuance (enclosure).
  3. Discuss status of Certificate and Waiver (Up to \$165,159,327 The Aurora Highlands Community Authority Board Special Tax Revenue Draw-Down Bonds, Series 2020A) by Oxnard Financial, LLC.
  4. Discuss anticipated pledge of revenues, flow of funds, and partial refunding of debt as related to the CAB’s proposed Series 2021 Bonds.
  5. Discuss separate Revenue Pledge Agreements by and between the CAB and each of the following districts: ATEC Metropolitan District No. 1 (“ATEC 1”), ATEC Metropolitan District No. 2 (“ATEC 2”), The Aurora Highlands Metropolitan District No. 1 (“TAH 1”), The Aurora Highlands Metropolitan District No. 2 (“TAH 2”), The Aurora Highlands Metropolitan District No. 3 (“TAH 3”) and Aerotropolis Area Coordinating Metropolitan District (“AACMD”).
  6. Discuss and consider adoption of Resolution authorizing the CAB to enter into Revenue Pledge Agreements with each of its Member Districts, listed as follows: ATEC 1, ATEC 2, TAH 1, TAH 2, TAH 3 and AACMD relating to the funding of public improvements serving the residents, occupants, property owners and taxpayers of the foregoing metropolitan districts, all of which are to be in the CAB’s service area and the operation, maintenance and administration thereof; approving the forms of the Revenue Pledge Agreements; authorizing the execution and delivery thereof and performance by the CAB thereunder; authorizing incidental action; and establishing the effective date thereof (enclosure).
  7. SECOND READING (2021A BONDS)
    - a. Discuss and consider adoption of Resolution authorizing the issuance of the CAB’s 2021A Bonds, for the purpose of financing public improvements serving the residents, occupants, property owners and taxpayers of the CAB’s service area and paying the costs incidental to the issuance of the 2021A Bonds; approving forms of the indentures of trust and other related documents and instruments and authorizing the execution and delivery thereof and

performance by the CAB thereunder; appointing a CAB Representative to act on behalf of the CAB under such indentures of trust; appointing an Authorized Delegate to make certain determinations relating to the 2021A Bonds as authorized under Section 11-57-205, C.R.S.; authorizing incidental action; and establishing the effective date thereof (to be distributed).

- F. Discuss proposed Subordinate Special Tax Revenue Draw Down Bonds, Series 2021B<sup>(3)</sup>, in a maximum principal amount of up to \$140,000,000 (“2021B Bonds”).
1. FIRST READING (2021B Bonds)
    - a. Discuss Resolution authorizing the issuance of the CAB’s 2021B Bonds, for the purpose of paying, reimbursing and financing certain public improvements and paying the costs incidental to the issuance of the 2021B Bonds; and, in connection therewith, approving indentures of trust, bond purchase agreements, continuing disclosure agreements, together with other related documents and instruments; authorizing the execution and delivery thereof and performance by the CAB thereunder; repealing prior inconsistent actions; appointing a CAB Representative to act on behalf of the CAB under such indentures of trust; appointing an Authorized Delegate to make certain determinations relating to the 2021B Bonds as authorized under Section 11-57-205, C.R.S.; authorizing incidental action; and establishing the effective date thereof (to be distributed).
    - b. Consider approval, at this First Reading, of placement of consideration of adoption of the proposed 2021B Bond Resolution on the Agenda for a Second Reading during the Public Hearing to be held on the 2021B Bond Resolution on December 16, 2021 at 1:00 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, CO 80019 and via Zoom.
- G. Discuss matters related to the proposed 2022 Bond issuance.
1. Discuss and consider approval of Contract for Technical Services and Assistance between the CAB and PGAV Planners, LLC (enclosure).
- H. Discuss and consider approval of Intergovernmental Agreement Regarding Sharing of Tax Revenue and Services by and between the CAB and First Creek Ranch Metropolitan District (enclosure).

- I. Discuss and consider approval of Intergovernmental Agreement regarding Regional Transportation System Project Funding and Construction by and between the CAB and Aerotropolis Regional Transportation Authority (to be distributed).

#### **IV. FINANCIAL MATTERS**

- A. Consider approval of payment of claims for operating costs, in the amount of \$80,342.60 (numbers based upon information available at time of preparation of Agenda, final numbers to be presented by accountant at meeting) (enclosure).
- B. Review and accept cash position report dated August 31, 2021, updated as of November 15, 2021 (enclosure).
- C. **SECOND READING (BUDGET MATTERS)**
  1. Conduct Public Hearing to consider amendment of the 2021 Budget and consider adoption of Resolution to Amend the 2021 Budget (enclosure).
  2. Conduct Public Hearing on the proposed 2022 Budget and consider adoption of Resolution to Adopt the 2022 Budget and Appropriate Sums of Money (enclosures).
- D. Consider appointment of District Accountant to prepare 2023 Budget.
- E. Receive update on audit of 2020 Financial Statements.
- F. Discuss and consider the engagement of Fiscal Focus Partners LLC to perform the 2021 Audit.
- G. Discuss and consider approval of acceptance of CAB and AACMD Engineer's Report and Verification of Costs Associated with Public Improvements (Draw No. 41) Engineer's Report and Verification of Costs No. 18 prepared by Schedio Group LLC (enclosure).

#### **V. MANAGER MATTERS**

- A. Manager's Report.
- B. Discuss and consider approval of Master Service Agreement for Accounting Services by and between the District and CliftonLarsonAllen LLP and related statement(s) of work (enclosure).

#### **VI. COVENANT ENFORCEMENT AND COMMUNITY ENGAGEMENT MATTERS**

- A. Other.

The Aurora Highlands Community Authority Board

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**VII. EXECUTIVE SESSION**

- A. Convene in executive session pursuant to Section 24-6-402(4)(e), C.R.S., to discuss matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators and receive legal advice regarding same.

**VIII. OTHER BUSINESS**

**IX. ADJOURNMENT**

**THE NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 16, 2021.**

**RESOLUTION NO. 2021-11-\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND  
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Aurora Highlands Community Authority Board (the “**Authority**”), Adams County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.
2. That the Board of Directors (the “**Authority Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.
3. That regular meetings of the Authority Board for the year 2022 shall be held on the third Thursday of each month at 1:00 p.m. at 3900 E. 470 Beltway, Aurora, Colorado 80019 and virtually via Zoom.
4. That special meetings of the Authority Board shall be held as often as the needs of the Authority require, upon notice to each director.
5. That, until circumstances change, and a future resolution of the Authority Board so designates, the physical location and/or method or procedure for attending meetings of the Authority Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.
6. That the residents and taxpaying electors of the Authority shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the Authority Board in setting future meetings.
7. That the Authority has established the following Authority Website, <https://www.theaurorahighlandscommunity.org>, and the Notice of Meeting of the Authority Board shall be posted on the Authority Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.
8. That, if the Authority is unable to post the Notice of Meeting on the Authority Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the Authority at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:
  - (a) Northwest of the intersection of Powhaton Road & E. 26<sup>th</sup> Avenue
9. CliftonLarsonAllen LLP, or its designee, is hereby appointed to post the above-referenced notices.



**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR NOTICES]**

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 18, 2021.

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**

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

Attest:

\_\_\_\_\_  
Secretary

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD ("CAB") HELD OCTOBER 21, 2021

A special meeting of the Board of Directors of the CAB, County of Adams (referred to hereafter as the "Board") was convened on Thursday, October 21, 2021 at 1:35 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, Colorado. The CAB Board meeting was held with Directors M. Hopper, Ferreira, M. Sheldon and Shearon attending in person at the physical meeting location. The meeting was also open to the public via videoconference.

**Directors in Attendance Were:**

Matt Hopper (AACMD Rep.)  
Carla Ferreira (AACMD Rep.)  
Michael Sheldon (TAH MD 1 – 3 Rep.)  
Cynthia (Cindy) Shearon (AACMD Rep.)

**Also in Attendance Were:**

Mary Ann McGeady, Esq., Elisabeth A. Cortese, Esq. and Jon Hoistad, Esq.;  
McGeady Becher P.C.  
Denise Denslow, Anna Jones, Celeste Terrell, Debra Sedgeley and Zach Leavitt;  
CliftonLarsonAllen LLP ("CLA")  
Kamille Curylo, Esq.; Kutak Rock LLP  
Brooke Hutchens and Kyle Thomas; D.A. Davidson & Co.  
Jason Burningham; Lewis Young Robertson & Burningham, Inc.

**ADMINISTRATIVE  
MATTERS**

**Disclosure of Potential Conflicts of Interest:** Attorney McGeady 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.

**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 CAB's Board meeting. Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board determined to conduct

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this meeting at the above-stated location, with Directors M. Hopper, Ferreira, M. Sheldon and Shearon attending in person, and all consultants attending via videoconference. The Board further noted that notice providing the time, date and location was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by any interested person have been received.

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

Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Agenda was approved, and the absence of Directors Deanna Hopper and Kathleen Sheldon were excused.

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

### CONSENT AGENDA

The Board considered the following actions:

**Review and consider approval of September 16, 2021 special meeting minutes:**

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

### LEGAL MATTERS

**Waiver and Release of Reimbursement Rights among the CAB, Aurora Highlands, LLC and Homebuilders:** Attorney Hoistad updated the Board.

**Waiver and Release of Reimbursement Rights by and among the CAB, Aurora Highlands, LLC and Pulte Home Company, LLC:** The Board acknowledged the Waiver and Release of Reimbursement Rights by and among the CAB, Aurora Highlands, LLC and Pulte Home Company, LLC.

**Waiver and Release of Reimbursement Rights by and among the CAB, Aurora Highlands, LLC and Taylor Morrison of Colorado, Inc.:** The Board acknowledged the Waive and Release of Reimbursement Rights by and among the CAB, Aurora Highlands, LLC and Taylor Morrison of Colorado, Inc.

**Special Tax Revenue Refunding and Improvement Bonds, Series 2021A<sub>(3)</sub> (“2021A Bonds”) and Subordinate Special Tax Revenue Draw Down Bonds, Series 2021B<sub>(3)</sub> (“2021B Bonds”) in a combined maximum aggregate principal amount of up to \$375,000,000 (collectively, the “2021 Bonds”):** The Board deferred discussion related to the 2021 Bonds to a continued special meeting to be held on October 28, 2021 at 1:00 p.m. at the regular meeting place and via videoconference.

**Update to In-Tract Cost Assumption:** The Board deferred discussion of this

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matter.

**Engagement Letter with Sherman & Howard L.L.C. as District Special Counsel in connection with the issuance of the CAB's 2021A Bonds:** The Board deferred discussion of this matter.

**Amended and Restated Inclusion Agreement (Aurora Highlands, LLC / GVR King LLC / GVRE 470 LLC / Green Valley East LLC / SJSA Investments LLC / Aurora Highlands Holdings LLC / Property West of Powhatan) by and among Aerotropolis Area Coordinating Metropolitan District ("AACMD"), Aurora Highlands, LLC, GVR King LLC, GVRE 470 LLC, Green Valley East LLC, SJSA Investments LLC and Aurora Highlands Holdings LLC:** The Board deferred discussion of this matter.

**Amended and Restated Inclusion Agreement (Aurora Tech Center Holdings, LLC / Aurora Tech Center Development, LLC / Property East of Powhatan) by and among AACMD, Aurora Tech Center Holdings, LLC and Aurora Tech Center Development, LLC:** The Board deferred discussion of this matter.

**Amended and Restated Inclusion Agreement (GVR King Commercial LLC / Property East of Powhatan) by and among AACMD, GVR King Commercial LLC and Aurora Tech Center Development, LLC:** The Board deferred discussion of this matter.

**Termination of Inclusion and Exclusion Agreement (Parcels Within Section 20) by and among First Creek Ranch Metropolitan District ("FCRMD"), AACMD and Aurora Highlands, LLC:** The Board deferred discussion of this matter.

**Amended and Restated Capital Construction and Reimbursement Agreement (In-Tract Improvements) by and between the CAB and Aurora Highlands, LLC:** The Board deferred discussion of this matter.

**Agreement Regarding Coordination of Facilities Funding for ATEC Development Area by and between the CAB and Aurora Tech Center Development, LLC:** The Board deferred discussion of this matter.

**Termination of Agreement for Coordination of Facilities Funding for ATEC Development Area by and among ATEC Metropolitan District No. 1 ("ATEC 1"), the CAB and Aurora Tech Center Development, LLC:** The Board deferred discussion of this matter.

**Resolutions authorizing the CAB to enter into Revenue Pledge Agreements with each of the following districts: ATEC 1, ATEC 2, TAH 1, TAH 2, TAH 3 and AACMD relating to the funding of public improvements serving the residents, occupants, property owners and taxpayers of the foregoing metropolitan districts, all of which**

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**are to be in the Authority's service area and the operation, maintenance and administration thereof; approving the forms of the Revenue Pledge Agreements; authorizing the execution and delivery thereof and performance by the Authority thereunder; authorizing incidental action; and establishing the effective date thereof:**

The Board deferred discussion of this matter.

**Amended and Restated Mill Levy Policy Agreement by and among the CAB, TAH 1, TAH 2, TAH 3, AACMD, ATEC 1, and ATEC 2:** The Board deferred discussion of this matter.

**Certificate and Waiver (Up to \$165,159,327 The Aurora Highlands Community Authority Board Special Tax Revenue Draw-Down Bonds, Series 2020A) by Oxnard Financial, LLC:** The Board deferred discussion of this matter.

**Certificate and Waiver (Up to \$32,338,830 The Aurora Highlands Community Authority Board Subordinate Special Tax Revenue Draw-Down Bonds, Series 2020B) by Aurora Highlands, LLC:** The Board deferred discussion of this matter.

### **FIRST READING (2021 BONDS):**

**Resolution authorizing the issuance of the CAB's 2021 Bonds, for the purpose of financing public improvements serving the residents, occupants, property owners and taxpayers of the Authority's service area and paying the costs incidental to the issuance of the Bonds; approving forms of the indentures of trust and other related documents and instruments and authorizing the execution and delivery thereof and performance by the Authority thereunder; appointing an Authority Representative to act on behalf of the Authority under such indentures of trust; appointing an Authorized Delegate to make certain determinations relating to the Bonds as authorized under Section 11-57-205, C.R.S.; authorizing incidental action; and establishing the effective date thereof ("2021 Bond Resolution"):** The Board deferred discussion of this matter.

**Approval, at this First Reading, of placement of consideration of adoption of the proposed 2021 Bond Resolution on the Agenda for a Second Reading during the Public Hearing to be held on the 2021 Bond Resolution on November 18, 2021 at 1:00 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, CO 80019 and via Zoom:** The Board continued this First Reading to be considered at a continued meeting of the Board to be held on October 28, 2021 at 1:00 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, Colorado and via Zoom.

**Shared Use Intergovernmental Agreement by and between the CAB and Adams-Arapahoe 28J School District:** Attorney Hoistad updated the Board on the status of the School District's review of the Agreement. The Board deferred consideration of this matter to October 28, 2021.

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### FINANCIAL MATTERS

**Lender Funding Request and Claims for Operating Costs in the Amount of \$117,715.14:** Ms. Sedgeley reviewed the Lender funding request with the Board. Following review and discussion, upon a motion duly made by Director M. 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 \$117,715.14.

**Cash Position Report dated August 31, 2021, updated as of October 18, 2021:** Ms. Sedgeley reviewed the Cash Position Report with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board accepted the Cash Position Report dated August 31, 2021, updated as of October 18, 2021.

**2020 Audit Filing:** Ms. Sedgeley reported the audit is with the independent auditor and will be available at the November meeting.

### **FIRST READING (BUDGET MATTERS):**

**2021 Budget Amendment:** Ms. Sedgeley reported that consideration of amendment of the 2021 Budget was necessary.

**Proposed 2022 Budget:** Ms. Sedgeley presented the draft 2022 Budget to the Board.

**First Reading, of Placement of Consideration of Approval of the Proposed Amendment to the 2021 Budget and the 2022 Budget on the Agenda for a Second Reading during the Public Hearing to be held on these Budgets on November 18, 2021 at 1:00 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, CO 80019 and via Zoom:** Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved, on First Reading, the draft 2021 Budget Amendment and the draft 2022 Budget and advanced the proposed 2021 Budget Amendment and the proposed 2022 Budget to the Second Reading and Public Hearings scheduled and published for November 18, 2021 at 1:00 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, CO 80019 and via Zoom.

**Aerotropolis Area Regional Transportation Authority (“ARTA”) 2021 Bond Issuance:** It was noted that ARTA had closed on its 2021 Bond issuance.

**Receipt of Reimbursement from ARTA:** The Board acknowledged receipt of the reimbursement from ARTA for funds advanced prior to issuance of its 2021 Bonds.

**CAB and AACMD Engineer’s Report and Verification of Costs Associated with Public Improvements (Draw No. 40), Engineer’s Report and Verification of**

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**Costs No. 17, prepared by Schedio Group LLC (“Engineer’s Report”):** Ms. Sedgeley reviewed the Engineer’s Report with the Board. Following review and discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved acceptance of the Engineer’s Report.

**Processing October 2021 Series 2020B Bond Draw:** Attorney Curylo discussed the processing of the October 2021 Series 2020B Bond Draw with the Board.

**CAB and AACMD Engineer’s Report and Verification of Costs Associated with Public Improvements / In-Tract Improvements (Draw No. 40) (Series B) Engineer’s Report and Verification of Costs No. 2 prepared by Schedio Group LLC:** Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried by roll call, the Board adopted the Engineer’s Report and Verification of Costs Associated with Public Improvements / In-Tract Improvements (Draw No. 40) (Series B) Engineer’s Report and Verification of Costs No. 2 prepared by Schedio Group LLC.

**Resolution of the Board of Directors of the CAB Authorizing a Draw on October 27, 2021 of the CAB Subordinate Special Tax Revenue Draw-Down Bonds, Series 2020B:** Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried by roll call, the Board adopted the Resolution of the Board of Directors of the CAB Authorizing a Draw on October 27, 2021 of the CAB Subordinate Special Tax Revenue Draw-Down Bonds, Series 2020B.

### MANAGER MATTERS

**Manager’s Report:** No report.

### COVENANT ENFORCEMENT & COMMUNITY ENGAGEMENT MATTERS

**Master Service Agreement (“MSA”) for Architectural Design Consulting Services by and between the CAB and Woodley Architectural Group, Inc. or Task Order to current MSA by and between AACMD and Woodley Architectural Group, Inc.:** The Board deferred discussion of this matter.

### EXECUTIVE SESSION

It was determined that an executive session was not necessary.

### OTHER BUSINESS

Director Ferreira requested that the checks be presented in person at the office for review prior to approval and signature.

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### CONTINUATION

There being no further business to come before the Board at this time, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried, the meeting was continued to October 28, 2021 at 1:00 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, CO 80019 and via Zoom.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting



**MINUTES OF A CONTINUED SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF  
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
("CAB")  
HELD  
OCTOBER 28, 2021**

A continued special meeting of the Board of Directors of the CAB, County of Adams (referred to hereafter as the "Board") was reconvened on Thursday, October 28, 2021 at 1:17 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, Colorado. The CAB Board meeting was held with Directors M. Hopper, Ferreira, Shearon attending in person at the physical meeting location. The meeting was also open to the public via videoconference.

**Directors In Attendance Were:**

Matt Hopper (AACMD Rep.)  
Michael Sheldon (TAH MD 1 – 3 Rep.)  
Carla Ferreira (AACMD Rep.)  
Cindy Shearon (AACMD Rep.)  
Deanna Hopper (ATEC 2 Rep.)

**Also In Attendance Were:**

Jon Hoistad, Esq.; McGeady Becher P.C.  
Debra Sedgeley, Zach Leavitt, Gina Karapetyan, Denise Denslow and Anna Jones;  
CliftonLarsonAllen LLP ("CLA")  
Rita Connerly, Esq.; Fairfield and Woods P.C.  
Brooke Hutchens; D.A. Davidson & Co.  
Jason Burningham; Lewis Young Robertson & Burningham, Inc.

**ADMINISTRATIVE  
MATTERS**

**Disclosure of Potential Conflicts of Interest:** Attorney Hoistad 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.

**Quorum/Confirmation of Meeting Location/Posting of Notice:** A quorum for the continued 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 CAB's Board meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director Shearon and, upon vote, unanimously carried, the Board determined to conduct this meeting at the above-stated location, with Directors M. Hopper, Ferreira and Shearon attending in person, with the remaining Board members and consultants attending

via videoconference. The Board further noted that notice providing the time, date and location was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by any interested person have been received.

**Agenda:** The Board considered the proposed Agenda for the CAB's continued special meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director Shearon and, upon vote, unanimously carried, the Agenda was approved, as presented and the absence of Director K. Sheldon was excused.

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

**CONSENT AGENDA** The Board considered the following actions:

**Other:** None.

**LEGAL MATTERS**

**Special Tax Revenue Refunding and Improvement Bonds, Series 2021A<sup>(3)</sup> (“2021A Bonds”) and Subordinate Special Tax Revenue Draw Down Bonds, Series 2021B<sup>(3)</sup> (“2021B Bonds”) in a combined maximum aggregate principal amount of up to \$375,000,000 (collectively, the “2021 Bonds”):** The Board discussed the issuance of the 2021 Bonds and matters related to same.

**Update to In-Tract Cost Assumption:** The Board deferred discussion of this matter.

**Engagement Letter with Sherman & Howard L.L.C. as District Special Counsel in connection with the issuance of the CAB’s 2021A Bonds:** Attorney Hoistad reviewed the Engagement Letter with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried, the Board approved the Engagement Letter with Sherman & Howard L.L.C. as District Special Counsel in connection with the issuance of the CAB’s 2021A Bonds.

**Amended and Restated Inclusion Agreement (Aurora Highlands, LLC / GVR King LLC / GVRE 470 LLC / Green Valley East LLC / SJSA Investments LLC / Aurora Highlands Holdings LLC / Property West of Powhatan) by and among Aerotropolis Area Coordinating Metropolitan District (“AACMD”), Aurora Highlands, LLC, GVR King LLC, GVRE 470 LLC, Green Valley East LLC, SJSA Investments LLC and Aurora Highlands Holdings LLC:** Attorney Hoistad reviewed the Amended and Restated Inclusion Agreement with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried, the Board acknowledged the Amended and Restated Inclusion Agreement (Aurora Highlands, LLC / GVR King LLC / GVRE 470 LLC / Green Valley East LLC / SJSA Investments LLC / Aurora Highlands Holdings LLC / Property West of Powhatan) by and among AACMD, Aurora Highlands, LLC, GVR King LLC, GVRE 470 LLC, Green Valley East LLC, SJSA Investments LLC and Aurora Highlands

Holdings LLC.

**Amended and Restated Inclusion Agreement (Aurora Tech Center Holdings, LLC / Aurora Tech Center Development, LLC / Property East of Powhatan) by and among AACMD, Aurora Tech Center Holdings, LLC and Aurora Tech Center Development, LLC:** Attorney Hoistad reviewed the Amended and Restated Inclusion Agreement with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried, the Board acknowledged the Amended and Restated Inclusion Agreement (Aurora Tech Center Holdings, LLC / Aurora Tech Center Development, LLC / Property East of Powhatan) by and among AACMD, Aurora Tech Center Holdings, LLC and Aurora Tech Center Development, LLC.

**Amended and Restated Inclusion Agreement (GVR King Commercial LLC / Property East of Powhatan) by and among AACMD, GVR King Commercial LLC and Aurora Tech Center Development, LLC:** Attorney Hoistad reviewed the Amended and Restated Inclusion Agreement with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried, the Board acknowledged the Amended and Restated Inclusion Agreement (GVR King Commercial LLC / Property East of Powhatan) by and among AACMD, GVR King Commercial LLC and Aurora Tech Center Development, LLC.

**Termination of Inclusion and Exclusion Agreement (Parcels Within Section 20) by and among First Creek Ranch Metropolitan District (“FCRMD”), AACMD and Aurora Highlands, LLC:** Attorney Hoistad reviewed the Termination of Inclusion and Exclusion agreement with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried, the Board approved the Termination of Inclusion and Exclusion Agreement (Parcels Within Section 20) by and among FCRMD, AACMD and Aurora Highlands, LLC.

**Amended and Restated Capital Construction and Reimbursement Agreement (In-Tract Improvements) by and between the CAB and Aurora Highlands, LLC:** Attorney Hoistad reviewed the Amended and Restated Capital Construction and Reimbursement Agreement with the Board. Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried, the Board approved the Amended and Restated Capital Construction and Reimbursement Agreement (In-Tract Improvements) by and between the CAB and Aurora Highlands, LLC, to be effective upon closing on the issuance of the Series 2021A Bonds.

**Agreement Regarding Coordination of Facilities Funding for ATEC Development Area by and between the CAB and Aurora Tech Center Development, LLC:** Attorney Hoistad reviewed the Agreement with the Board.

Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried, the Board approved the Agreement Regarding Coordination of Facilities Funding for ATEC Development Area by and between the CAB and Aurora Tech Center Development, LLC, to be effective upon closing on the issuance of the Series 2021A Bonds.

**Termination of Intergovernmental Agreement for Coordination of Facilities Funding for ATEC Development Area by and among ATEC Metropolitan District No. 1 (“ATEC 1”), the CAB and Aurora Tech Center Development, LLC:** Attorney Hoistad reviewed the Termination of Intergovernmental Agreement with the Board. Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried, the Board approved the Termination of Intergovernmental Agreement for Coordination of Facilities Funding for ATEC Development Area by and among ATEC 1, the CAB and Aurora Tech Center Development, LLC, to be effective upon closing on the issuance of the Series 2021A Bonds.

**Revenue Pledge Agreements by and between the CAB and each of the following districts: ATEC 1, ATEC Metropolitan District No. 2 (“ATEC 2”), The Aurora Highlands Metropolitan District No. 1 (“TAH 1”), The Aurora Highlands Metropolitan District No. 2 (“TAH 2”), The Aurora Highlands Metropolitan District No. 3 (“TAH 3”) and AACMD:** Attorney Hoistad reviewed the Revenue Pledge Agreements with the Board.

**Resolution Authorizing the CAB to enter into Revenue Pledge Agreements with each of the following districts: ATEC 1, ATEC 2, TAH 1, TAH 2, TAH 3 and AACMD relating to the funding of public improvements serving the residents, occupants, property owners and taxpayers of the foregoing metropolitan districts, all of which are to be in the CAB’s service area and the operation, maintenance and administration thereof; approving the forms of the Revenue Pledge Agreements; authorizing the execution and delivery thereof and performance by the CAB thereunder; authorizing incidental action; and establishing the effective date thereof:** Attorney Hoistad reviewed the Resolution with the Board.

**Amended and Restated Mill Levy Allocation Policy Agreement by and among the CAB, TAH 1, TAH 2, TAH 3, AACMD, ATEC 1, and ATEC 2:** Attorney Hoistad reviewed the Amended and Restated Mill Levy Allocation Policy Agreement with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried, the Board approved the Amended and Restated Mill Levy Allocation Policy Agreement by and among the CAB, TAH 1, TAH 2, TAH 3, AACMD, ATEC 1, and ATEC 2, to be effective upon closing on the issuance of the Series 2021A Bonds.

**Certificate and Waiver (Up to \$165,159,327 The Aurora Highlands Community**

**Authority Board Special Tax Revenue Draw-Down Bonds, Series 2020A) by Oxnard Financial, LLC:** The Board discussed the need for receipt of a Certificate and Waiver from Oxnard Financial, LLC. No action was taken by the Board.

**Certificate and Waiver (Up to \$32,338,830 The Aurora Highlands Community Authority Board Subordinate Special Tax Revenue Draw-Down Bonds, Series 2020B) by Aurora Highlands, LLC:** The Board discussed the need for receipt of a Certificate and Waiver from Aurora Highlands, LLC. No action was taken by the Board.

**FIRST READING (2021 BONDS):**

**Discuss Resolution authorizing the issuance of the CAB's 2021 Bonds, for the purpose of financing public improvements serving the residents, occupants, property owners and taxpayers of the CAB's service area and paying the costs incidental to the issuance of the Bonds; approving forms of the indentures of trust and other related documents and instruments and authorizing the execution and delivery thereof and performance by the CAB thereunder; appointing an CAB Representative to act on behalf of the CAB under such indentures of trust; appointing an Authorized Delegate to make certain determinations relating to the Bonds as authorized under Section 11-57-205, C.R.S.; authorizing incidental action; and establishing the effective date thereof:** Ms. Hutchens reviewed matters related to the 2021 Bond issuance with the Board.

**Consider approval, at this First Reading, of placement of consideration of adoption of the proposed 2021 Bond Resolution on the Agenda for a Second Reading during the Public Hearing to be held on the 2021 Bond Resolution on November 18, 2021 at 1:00 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, CO 80019 and via Zoom:** Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon a vote of four (4) yes, with District Ferreira abstaining, the Board approved on First Reading the anticipated issuance of up to \$375,000,000 in 2021 Series A Bonds pursuant to the proposed 2021 Bond Resolution, and the placement of consideration of adoption of the proposed 2021 Bond Resolution on the Agenda for a Second Reading during the Public Hearing to be held on the 2021 Bond Resolution on November 18, 2021 at 1:00 p.m. at the Information Center, 3900 E. 470 Beltway, Aurora, CO 80019 and via Zoom.

The Board also determined to consider issuance of 2021 B Bonds pursuant to a separate Resolution and directed staff to schedule a First Reading at the November 18, 2021 Regular Meeting and to publish for a Second Reading to take place at the December 16, 2021 Regular Meeting for consideration of a 2021 Bond Resolution for issuance of 2021 Series B Bonds in the maximum principal amount of up to \$140,000,000.

**Shared Use Intergovernmental Agreement by and between the CAB and Adams-Arapahoe 28J School District:** Attorney Hoistad reviewed the Shared Use Intergovernmental Agreement with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director M. Hopper and, upon vote, unanimously carried, the Board approved the Shared Use Intergovernmental Agreement by and between the CAB and Adams-Arapahoe 28J School District.

FINANCIAL  
MATTERS

**Other:** None.

MANAGER  
MATTERS

**Manager's Report:** None.

COVENANT  
ENFORCEMENT  
AND  
COMMUNITY  
ENGAGEMENT  
MATTERS

There were no items for discussion.

EXECUTIVE  
SESSION

It was determined that an executive session was not necessary.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote, unanimously carried, the meeting was adjourned at 2:48 p.m.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

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# SHERMAN & HOWARD

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633 Seventeenth Street, Suite 3000, Denver, CO 80202-3622  
Telephone: 303.297.2900 Fax: 303.298.0940 www.shermanhoward.com

**David K. Lucas**  
**Direct Dial Number: (303) 299-8134**  
**E-mail: dluccas@shermanhoward.com**

November 1, 2021

Board of Directors  
The Aurora Highlands Community Authority Board  
c/o McGeady Becher, P.C.  
450 E. 17th Avenue, Suite 400  
Denver, Colorado 80203-1214

Re: The Aurora Highlands Community Authority Board  
Special Tax Revenue and Refunding and Improvement Bonds, Series 2021A(3)

Ladies and Gentlemen:

We are pleased to confirm our engagement as special counsel to The Aurora Highlands Community Authority Board (the "Issuer"). This letter sets forth the role we propose to serve and the responsibilities we propose to assume as special counsel to the Issuer in connection with the issuance of the above captioned bonds (collectively, the "Bonds"). The Bonds are expected to be issued by the Issuer and are expected to be payable primarily from property taxes levied and collected by certain member entities of the Issuer.

Personnel. David Lucas will be principally responsible for the work performed by Sherman & Howard L.L.C. on your behalf and they will report to and take direction from McGeady Becher, P.C., the Issuer's general counsel, as well as the Issuer's board of directors. Where appropriate, certain tasks may be performed by other attorneys or paralegals, including Sydnee Beam (attorney) and Marie Pozernick (paralegal). At all times, however, Mr. Lucas will coordinate, review, and approve all work completed for the Issuer.

Scope of Services. We are being retained by you to act as special counsel to the Issuer in connection with the Limited Offering Memorandum for the Bonds (the "Limited Offering Memorandum"). As such, we will provide advice to the Issuer on the applicable legal standards to be used in preparing the Limited Offering Memorandum and meeting the Issuer's disclosure responsibilities. At the conclusion of the transaction we will deliver a letter to you stating,

substantially, that we have assisted the Issuer in the preparation of the Limited Offering Memorandum, and that in the course of such assistance, no facts have come to the attention of the attorneys in our firm rendering legal services in connection with this matter that cause them to believe that the Preliminary Limited Offering Memorandum as of its date or the Limited Offering Memorandum as of its date or as of the date of Closing, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, we do not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum, nor do we express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions and expressions of opinion, and information concerning any feasibility reports or financial forecasts attached thereto, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Preliminary Limited Offering Memorandum or Limited Offering Memorandum and its Appendices, which we expressly exclude from the scope of this paragraph. Our letter will be addressed to the Issuer and will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). We also expect to issue a reliance letter to the Underwriter.

In requesting and accepting such letter, you recognize and acknowledge that: (i) the scope of the activities performed by us described above were inherently limited and do not encompass all activities that you may be responsible for undertaking in preparing the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum; (ii) such activities relied substantially on representations, warranties, certifications and opinions made by your representatives and others, and are otherwise subject to the matters set forth in this letter; and (iii) while statements of negative assurance are customarily given to underwriters of municipal securities to assist them in discharging their responsibilities under the federal securities laws, the responsibilities of the issuer of such securities under those laws may differ from those of underwriters in material respects, and this letter may not serve the same purpose or provide the same utility to you as it would to an underwriter of the Bonds.

Our services as special counsel are limited to those contracted for explicitly herein; the Issuer's execution of this letter constitutes an acknowledgment of those limitations. Specifically, but without implied limitation, our responsibilities do not include any representation by Sherman & Howard L.L.C. in connection with any IRS audit or any litigation involving the Issuer or the Bonds, or any other matter. We do not assume responsibility for the preparation of any collateral documents (*e.g.*, environmental impact statements) which are to be filed with any state, federal or other regulatory agency. Our services are of a traditional legal nature with respect to the Bonds, and we are not acting as a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products.



The Aurora Highlands Community Authority Board  
November 1, 2021  
Page 3

Attorney-Client Relationship. In performing our services as special counsel, the Issuer will be our client and an attorney-client relationship will exist between us. We will represent the interests of the Issuer rather than its Board of Directors, its individual members, or the Issuer's employees. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. It is our understanding that the Issuer has retained Kutak Rock LLP to serve as bond counsel.

Conflicts of Interest. We would like to disclose past, current, and potential future representations of financial institutions are or may be involved in the issuance of the Bonds or the development of property within the Issuer. Our firm sometimes represents, in other unrelated transactions, certain of the financial institutions that may be involved in this Bond transaction, such as underwriters, credit enhancers, and banks that act as paying agents or trustees (collectively, the "Financial Institutions"). We understand that the underwriter of the Bonds (the "Underwriter") has not been determined at this time. We want to advise you that it is likely that we represent the eventual Underwriter as underwriter's counsel, structuring agent's counsel, or placement agent's counsel in other, unrelated, municipal bond issuances, a number of which may be currently ongoing.

We do not believe that there is a significant risk that any of these representations will materially limit our ability to provide competent and diligent representation of the Issuer in connection with the Bonds, even though certain of the Financial Institutions representations may be characterized as adverse under the Colorado Rules of Professional Conduct (the "Rules"). In any event, during the term of our engagement hereunder, we will not accept a representation of any of the Financial Institutions in any matter in which the Issuer is an adverse party. However, pursuant to the Rules, we do ask that you consent to our representation of the Financial Institutions in current and future transactions that do not directly or indirectly involve the Issuer. We advise you to discuss with your general counsel the advantages and risks involved in waiving current conflicts and future potential conflicts. Your execution of this letter will signify the Issuer's consent to such adverse representations in matters unrelated to the Bonds while we are serving as special counsel hereunder.

Fee Arrangement. Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the responsibilities we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the skill and experience required to complete the services properly, we estimate that our fee as special counsel to the Issuer in connection with the Limited Offering Memorandum would be \$175,000 to \$200,000. If, at any time, we believe that circumstances require an adjustment of this fee estimate, we will consult with you regarding any such adjustment.

In addition, we will expect to be reimbursed for all out-of-pocket expenses, including travel costs, photocopying, deliveries, filing fees, and other necessary office

disbursements in connection with that transaction. At this time, we expect such expenses to be minimal or zero.

We understand and agree that our contingent fees will be paid at Closing out of Bond proceeds. If the financing is not consummated, we understand and agree that we will not be paid. If you prefer, we can provide you with a non-contingent fee arrangement based upon an hourly rate or a fixed transaction fee.

Electronic Communications. Although the Issuer and our firm recognize e-mail may not always be a secure method of communication, and could be intercepted and read by persons who are not the intended recipients, the Issuer and the firm agree to the use of unencrypted e-mail for communications made during the course of this engagement, including communications containing confidential information or advice. The Issuer may, however, at any time request us to use a specified more secure or different method of communication for confidential information or advice, including communications about a particular subject, and we will take reasonable measures to implement the request from the Issuer.

Document Retention. At or within a reasonable period after Closing, we will review the file to determine what materials should be retained as a record of our representation and those that are no longer needed. We will provide you with a copy of the customary transcript of documents after Closing and will return any original documents obtained from you (if a copy is not included in the transcript). We will retain for several years a copy of the transcript and such other materials as correspondence, final substantive work product, documents obtained from you, and documents obtained from third parties. We will not retain such materials as duplicates of the above-described material, or drafts and notes that do not appear needed any longer.

Ordinarily the firm will keep the retained materials until seven years after the final maturity of the Bonds. At the end of that time, unless you advise us in writing to the contrary, we will destroy the bulk of the file. If the file is especially voluminous, we may destroy all or portions of it earlier, as our storage facilities are limited. If you prefer other arrangements for retention or disposition of our files in this matter, please advise us in writing.

Termination of Engagement. Upon delivery of our letter as special counsel, our responsibilities as special counsel will terminate with respect to the Bonds, and our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded. Should the Issuer seek the advice of special counsel on a post-closing matter or seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

Approval. If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the duplicate original of this letter signed by the officer so authorized, retaining the other original for your files. We sometimes do not receive signed engagement letters

The Aurora Highlands Community Authority Board  
November 1, 2021  
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back from clients for various reasons, but the client still wishes for us to serve as their counsel. Accordingly, so that we may begin work on this matter soon per your instructions, if you do not return a signed letter to us or inform us of any comments or objections to this letter, we will consider this letter and the referenced fee arrangement to govern our relationship unless you and we agree otherwise in writing.

We are pleased to have the opportunity to serve as your special counsel and look forward to a mutually satisfactory and beneficial relationship. If at any time you have questions concerning our work or our fees, we hope that you will contact us immediately.

**SHERMAN & HOWARD L.L.C.**



By: David K. Lucas

Accepted and Approved:

**THE AURORA HIGHLANDS COMMUNITY  
AUTHORITY BOARD**

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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**CERTIFIED RECORD**  
**OF**  
**PROCEEDINGS OF**  
**THE BOARD OF DIRECTORS**  
**OF**  
**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**  
**In the City of Aurora**  
**Adams County, Colorado**

In connection with a Resolution authorizing

**Revenue Pledge Agreements**

with each of the following:

**The Aurora Highlands Metropolitan District No. 1**  
**The Aurora Highlands Metropolitan District No. 2**  
**The Aurora Highlands Metropolitan District No. 3**  
**ATEC Metropolitan District No. 1**  
**ATEC Metropolitan District No. 2**  
**Aerotropolis Area Coordinating Metropolitan District**

Presented for Consideration at a Special Meeting Held on November 18, 2021

*This cover page is not a part of the following resolution and is included solely for the convenience of the reader.*

(Attach copy of notice of meeting, as posted)

STATE OF COLORADO )  
 ADAMS COUNTY ) ss.  
 CITY OF AURORA )  
 THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD)

The Board of Directors (the “Board”) of The Aurora Highlands Community Authority Board, City of Aurora, Adams County, Colorado (the “Authority”), met at a special meeting on Thursday, the 18th day of November, 2021, at 1:00 p.m., at the Information Center, 3900 E. 470 Beltway, Aurora, Colorado, 80019.

*Due to the threat posed by the COVID-19 coronavirus, persons wishing to attend the meeting via Zoom may do so through the directions below.\**

At such meeting, the following members of the Board were present in person or via teleconference, constituting a quorum:

Matt Hopper	President
Carla Ferreira	Vice President
Michael Sheldon	Treasurer/Assistant Secretary
Cynthia Shearon	Assistant Secretary
Kathleen Sheldon	Assistant Secretary
Deanna Hopper	Assistant Secretary
Denise Denslow	Secretary
Vacancy	

Also present:

Authority General Counsel:	MaryAnn McGeady, Esq. McGeady Becher P.C.
	Elisabeth A. Cortese, Esq. McGeady Becher P.C.
Underwriter:	Brooke Hutchens, Managing Director D.A. Davidson & Co.
	Kyle Thomas, Managing Director D.A. Davidson & Co.
Authority’s Accountant:	Debra Sedgely CliftonLarsonAllen LLP
Authority’s Municipal Advisor:	_____
	PGAV

Member(s) of the Public:

The Secretary reported that, prior to this special meeting, each of the members of the Board had been notified of the date, time and place of this meeting and the purpose for which it was called, and notice of this special meeting was duly given and posted as required by law and published in accordance with the CABEA, a copy of such notice being included herein. Thereupon there was introduced the following resolution:

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\* <https://us06web.zoom.us/j/84947546225?pwd=W1g2NlNqOFFrVmdUUTNuUElMWEtidz09>  
 Meeting ID: 849 4754 6225  
 Passcode: 874942  
 One tap mobile: 1-720-707-2699

## RESOLUTION

**A RESOLUTION AUTHORIZING THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD (THE “AUTHORITY”) TO ENTER INTO A REVENUE PLEDGE AGREEMENT (DISTRICT NO. 1) WITH THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1, A REVENUE PLEDGE AGREEMENT (DISTRICT NO. 2) WITH THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 2, A REVENUE PLEDGE AGREEMENT (DISTRICT NO. 3) WITH THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 3, A REVENUE PLEDGE AGREEMENT (ATEC NO. 1) WITH ATEC METROPOLITAN DISTRICT NO. 1, A REVENUE PLEDGE AGREEMENT (ATEC NO. 2) WITH ATEC METROPOLITAN DISTRICT NO. 2, AND A REVENUE PLEDGE AGREEMENT (COORDINATING DISTRICT) WITH THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT (COLLECTIVELY, THE “REVENUE PLEDGE AGREEMENTS”) RELATING TO THE FUNDING OF PUBLIC IMPROVEMENTS SERVING THE RESIDENTS, OCCUPANTS, PROPERTY OWNERS AND TAXPAYERS OF THE FOREGOING METROPOLITAN DISTRICTS, ALL OF WHICH ARE TO BE IN THE AUTHORITY’S SERVICE AREA; APPROVING THE FORMS OF THE REVENUE PLEDGE AGREEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY THEREOF AND PERFORMANCE BY THE AUTHORITY THEREUNDER; AUTHORIZING INCIDENTAL ACTION; AND ESTABLISHING THE EFFECTIVE DATE HEREOF.**

WHEREAS, the Authority is a public corporation and political subdivision of the State, duly organized and existing as a separate legal entity under the constitution and laws of the State, including particularly Title 29, Article 1, Part 2, C.R.S. (the “Act”); and

WHEREAS, The Aurora Highlands Metropolitan District No. 1 (“District No. 1”); The Aurora Highlands Metropolitan District No. 2 (“District No. 2”); The Aurora Highlands Metropolitan District No. 3 (“District No. 3”); ATEC Metropolitan District No. 1 (“ATEC No. 1”); ATEC Metropolitan District No. 2 (“ATEC No. 2”); and, under the circumstances set forth in the Coordinating District Revenue Pledge Agreement, the Aerotropolis Area Coordinating Metropolitan District (the “Coordinating District” and, together with District No. 1, District No. 2, District No. 3, ATEC No. 1 and ATEC No. 2, the “Financing Districts”) are quasi-municipal corporations and political subdivisions of the State duly organized and existing as metropolitan districts under the constitution and laws of the State, including particularly Title 32, Article 1, C.R.S. (the “Special District Act”); and

WHEREAS, the Financing Districts are authorized by the Special District Act to furnish certain public facilities and services, including, but, not limited to, street improvement, traffic and safety, water, sanitation, stormwater, parks and recreation, transportation, mosquito control, fire protection, security, and television relay and transmission in accordance with and subject to the limitations of their respective Service Plans (the “Authorized Improvements”); and

WHEREAS, the Financing Districts were formed for the purpose of, among other things, providing the Authorized Improvements; and

WHEREAS, pursuant to the Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., the Financing Districts and the Authority may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract (including the CABEA, defined below) may provide for the sharing of costs, the imposition and collection of taxes, and the incurring of debt, and any such contract may be entered into any for any period, notwithstanding any provision of law limiting the length of any financial contracts or obligations of governmental entities or authorities such as the Financing Districts and the Authority; and

WHEREAS, the Financing Districts, and the Authority have entered into that certain First Amended and Restated Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 16, 2020 (the “CABEA”), pursuant to which the Authority was formed and certain goals, duties and obligations of the Financing Districts were established; and

WHEREAS, under their respective Service Plans and the CABEA, the Financing Districts and the Authority are intended to work together and coordinate their activities with respect to the financing, construction, operation and maintenance of the Authorized Improvements serving and supporting development within the Service Area of the Authority, including within the Financing Districts, The Aurora Highlands Development and the Aurora Tech Center Development (collectively, the “Developments”); and

WHEREAS, the Authority and the Financing Districts have developed a long term financing plan to fund the Authorized Improvements serving and supporting the Developments (collectively, the “Public Improvements”), which plan contemplates the issuance by the Authority from time to time of bonds and other obligations to finance and refinance such Public Improvements, and which plan contemplates updates from time to time to take into account changing real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over an extended period of time (as so amended from time to time, the “Long Term Capital Improvements Plan”); and

WHEREAS, the Financing Districts and the Authority have determined that the Public Improvements anticipated to be financed pursuant to the Long Term Capital Improvements Plan are needed and, due to the nature of the Public Improvements and proximity and interrelatedness of the Developments anticipated to occur within the Service Area of the Authority, will benefit the residents, occupants, property owners and taxpayers in the Financing Districts; and

WHEREAS, Aurora Tech Center Development, LLC, a Colorado limited liability company (“ATEC Development LLC”), is the owner of certain real property located in the Service Area of the Authority and commonly known as Aurora Tech Center (the “Aurora Tech Center Development”); and

WHEREAS, ATEC Development LLC has constructed or has caused the construction of certain Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority and the residents, occupants, property owners and taxpayers of the Financing Districts, and is anticipated to construct and/or cause the construction of additional Public Improvements within or otherwise serving the residents,



occupants and property owners within the Service Area of the Authority and the residents, occupants, property owners and taxpayers of the Financing Districts; and

WHEREAS, Aurora Highlands, LLC, a Nevada limited liability company (“Aurora Highlands LLC”), is an owner of certain real property located in the Service Area of the Authority and commonly known as The Aurora Highlands (“The Aurora Highlands Development” or “Aurora Highlands Development”), and has constructed or caused the construction of certain Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority and the residents, occupants, property owners and taxpayers of the Financing Districts, and is anticipated to construct and/or cause the construction of additional Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority and the residents, occupants, property owners and taxpayers of the Financing Districts; and

WHEREAS, the Board of Directors of the Authority (the “Board”) and the Boards of Directors of each of the Financing Districts (collectively, the “Governing Boards”) have determined that it is necessary to pay and/or reimburse ATEC Development LLC and Aurora Highlands LLC for the costs of such Public Improvements; and

WHEREAS, the Governing Boards have also determined that in the future other property owners, developers, homebuilders and others may also construct and/or cause the construction of additional Public Improvements within or otherwise serving the residents, occupants and property owners within the Service Area of the Authority and the residents, occupants, property owners and taxpayers of the Financing Districts, in furtherance of carrying out the Long Term Capital Improvements Plan; and

WHEREAS, in furtherance of the provision of Public Improvements, which the Financing Districts have acknowledged benefit their current and future residents, occupants, property owners and taxpayers, the Financing Districts have determined that their respective obligations under the Revenue Pledge Agreements and the CABEA are reasonable in light of the long term benefits to be derived from the regional nature of the Developments, and that the Developments do and will in the future continue to provide benefits to each Financing District and their respective taxpayers, inhabitants, occupants and property owners; and

WHEREAS, for the purpose of financing and refinancing Public Improvements in furtherance of effectuating the Long Term Capital Improvements Plan, the Governing Boards have determined that the Authority shall from time to time issue bonds or other indebtedness (as more particularly defined in Section 1, hereof, the “CAB Obligations”); and

WHEREAS, for the purpose of providing funds to pay and secure CAB Obligations issued from time to time by the Authority, the Governing Boards have determined that each of the Financing Districts shall impose their respective debt service mill levies in accordance with their respective Revenue Pledge Agreement, and shall transfer the revenue derived therefrom to the Authority for application by the Authority in the manner determined by the Authority, in its sole discretion; provided that the Authority acknowledges that State law imposes restrictions on revenue derived from imposition of debt service mill levies; and

WHEREAS, the Financing Districts have further acknowledged that, in order to maintain the Public Improvements, the Authority and the Financing Districts must continue to exist and operate and remain in statutory compliance, and, accordingly, the Authority will necessarily incur costs and expenses relating to administration, operations and maintenance of the Public Improvements, and other general purposes;

WHEREAS, accordingly, the Authority will necessarily incur costs and expenses relating to administration, operations and maintenance of the Public Improvements, and other general purposes (as more particularly defined in Section 1 hereof, the “CAB Operating Costs”); and

WHEREAS, for the purpose of funding from time to time the CAB Operating Costs, the Financing Districts shall impose their respective operations and maintenance mill levies, and shall transfer the revenue derived therefrom to the Authority for application by the Authority in the manner determined by the Authority, in its sole discretion, as contemplated under the CABEA; and

WHEREAS, pursuant to Section 18-8-308, C.R.S., all known potential conflicting interests of the members of the Board of Directors of the Authority (the “Directors”) were disclosed to the Colorado Secretary of State and to the Board in writing at least 72 hours in advance of this meeting; additionally, in accordance with Section 24-18-110, C.R.S., the appropriate Board members have made disclosure of their personal and private interests relating to the Revenue Pledge Agreements in writing to the Secretary of State and the Board; finally, the Board members having such interests have stated for the record immediately prior to consideration of this Resolution on first reading and the adoption of this Resolution on second reading the fact that they have such interests and the summary nature of such interests and the participation of those Board members is necessary to obtain a quorum or otherwise enable the Board to act; and

WHEREAS, there has been presented at or prior to this meeting of the Board substantially final drafts of the Authority Documents (defined below); and

WHEREAS, the Board desires to authorize the Authority to execute and deliver the Revenue Pledge Agreements and the other the Authority Documents, and to authorize the performance by the Authority of its obligations thereunder, and to authorize the execution, completion, and delivery of such certificates and other documents as may be necessary to effect the intent of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, CITY OF AURORA, ADAMS COUNTY, COLORADO:

**Section 1. Definitions.** Unless the context indicates otherwise, as used herein, capitalized terms shall have the meanings ascribed by the recitals hereto and the following capitalized terms shall have the respective meanings set forth below:

“*ATEC No. 1*” has the meaning set forth in the recitals hereof.

“*ATEC No. 2*” has the meaning set forth in the recitals hereof.

“*Aurora Highlands Development*” or “*The Aurora Highlands Development*” means real property located in the Service Area of the Authority and commonly known as The Aurora Highlands.

“*Aurora Tech Center Development*” means the planned development anticipated to consist of industrial and other non-residential uses within the Service Area of the Authority and within and without the boundaries of ATEC No. 1.

“*Authority*” means The Aurora Highlands Community Authority Board, a public corporation and political subdivision duly organized and existing under the constitution and laws of the State, including particularly the Act.

“*Authorized Improvements*” means the public facilities and services, including, but, not limited to, street improvement, traffic and safety, water, sanitation, stormwater, parks and recreation, transportation, mosquito control, fire protection, security, and television relay and transmission, that the Financing Districts are authorized by the Special District Act to furnish certain in accordance with and subject to the limitations of their respective Service Plans.

“*Board*” means the lawfully organized Board of Directors of the Authority, being the governing body thereof.

“*Boards*” means, collectively, the lawfully organized Boards of Directors of each of the Financing Districts, being the governing bodies thereof, respectively.

“*Bond Counsel*” means Kutak Rock LLP, Denver, Colorado.

“*CAB Obligations*” means bonds, loans, notes and other obligations (a) issued for the purpose of financing and refinancing Public Improvements in furtherance of effectuating the Long Term Capital Improvements Plan and (b) which constitute a multiple fiscal year financial obligation of the Authority, the payment of which is not subject to annual budget and appropriation by the Board.

“*CAB Operating Costs*” means the costs and expenses from time to time of the Authority relating to: (a) the existence and operation of the Authority and the Financing Districts, including administration, statutory compliance and other general purposes, and (b) the operation and maintenance of the Public Improvements; whether paid or payable by the Authority directly or reimbursed or reimbursable by the Authority in accordance with one or more advance or funding agreements.

“*CABEA*” means the First Amended and Restated Aurora Highlands Community Authority Board Establishment Agreement dated as of April 16, 2020 by and among the Financing Districts and the Authority.

“*Developments*” means, collectively, the development within the Service Area of the Authority, which includes the development within the Financing Districts, including The Aurora Highlands Development and the Aurora Tech Center Development.

“*District No. 1*” has the meaning set forth in the recitals hereof.

“*District No. 2*” has the meaning set forth in the recitals hereof.

“*District No. 3*” has the meaning set forth in the recitals hereof.

“*Authority Documents*” means, collectively, the Revenue Pledge Agreements.

“*Governing Boards*” means, collectively, the Board and the Boards.

“*Long Term Capital Improvements Plan*” means the long term financing plan developed by the Authority and the Financing Districts to fund the Public Improvements, which plan contemplates the issuance by the Authority from time to time of bonds and other obligations to finance and refinance such Public Improvements, and which plan contemplates updates from time to time to take into account changing real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over such extended period of time.

“*Public Improvements*” means the Authorized Improvements serving and supporting the Developments.

“*Resolution*” means this resolution which authorizes the execution, delivery, and performance of the Authority Documents by the Authority and other action relating thereto.

“*Revenue Pledge Agreements*” means, collectively, (a) the Revenue Pledge Agreement (District No. 1) dated in December 2021 between District No. 1 and the Authority; (b) the Revenue Pledge Agreement dated in December 2021 between District No. 2 and the Authority; (c) the Revenue Pledge Agreement (District No. 3) dated in December 2021 between District No. 3 and the Authority; (d) the Revenue Pledge Agreement (ATEC No. 1) dated in December 2021 between ATEC No. 1 and the Authority; (e) the Revenue Pledge Agreement (ATEC No. 2) dated in December 2021 between ATEC No. 2 and the Authority; and (f) the Revenue Pledge Agreement (Coordinating District) dated in December 2021 between the Coordinating District and the Authority.

“*Service Area*” means the real property identified as such in the CABEA, being the service area of the Authority.

“*Service Plans*” means, collectively: (a) the Consolidated First Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-3 approved by City Council pursuant to Resolution No. R2017-69 adopted on October 16, 2017; (b) the First Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District approved by City Council pursuant to Resolution No. R2017-67 adopted on October 16, 2017; and (c) the Service Plan for ATEC Metropolitan District Nos. 1 and 2 approved by City Council pursuant to Resolution No. R2018-74 adopted on August 6, 2018.

“*Supplemental Public Securities Act*” has the meaning set forth in Section 3(b) hereof.

**Section 2. Authority Documents: Approval, Authorization, and Amendment.**

The Authority Documents are incorporated herein by reference and are hereby approved. The Authority shall enter into and perform its obligations under the Authority Documents in the form

of such documents presented at or prior to this meeting, with such changes as are made pursuant to this Section 2 and are not inconsistent herewith. The President of the Authority is hereby authorized and directed to execute the Authority Documents and the Secretary or any Assistant Secretary of the Authority are hereby authorized and directed to attest the Authority Documents and to affix the seal of the Authority thereto, and any one of the President, Vice President, Treasurer, Secretary or Assistant Secretaries of the Authority are further authorized to execute, deliver and authenticate such other documents, instruments, or certificates as are deemed necessary or desirable in order to effect the transactions contemplated hereunder and under the Authority Documents. The Authority Documents are to be executed in substantially the form presented at or prior to special meeting of the Board at which the first reading was held, and as may have been revised prior to the special meeting of the Board at which the second reading was held; provided that such all of such documents may be completed, corrected, or revised as deemed necessary or convenient in order to carry out the purposes of this Resolution. To the extent any Authority Document has been executed prior to the date hereof, then said execution is hereby ratified and affirmed. Copies of all of the Authority Documents shall be delivered, filed, and recorded as provided therein.

Upon execution of the Authority Documents, the covenants, agreements, recitals, and representations of the Authority therein shall be effective with the same force and effect as if specifically set forth herein, and such covenants, agreements, recitals, and representations are hereby adopted and incorporated herein by reference.

The appropriate officers of the Authority are hereby authorized and directed to prepare and furnish to any interested person certified copies of all proceedings and records of the Authority relating to the Authority Documents and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof.

The execution of any Financing Document by any one of the President, Vice President, Treasurer, Secretary or Assistant Secretary of the Authority shall be conclusive evidence of the approval by the Authority of such instrument in accordance with the terms thereof and hereof.

**Section 3. Findings and Declarations of the Board.** The Board, having been fully informed of and having considered all the pertinent facts and circumstances, hereby finds, determines, and declares as follows:

(a) ***Revenue Pledge Agreements.*** The Board has determined that the obligations of each Financing District under its respective Revenue Pledge Agreement are reasonable, fair and equitable in light of the benefits received by the Financing Districts and their current and future residents, occupants, taxpayers and property owners, which benefits cannot be measured in exact terms, and notwithstanding that the mill levies of the Financing Districts are not intended nor expected to be equal in terms of number of mills or tax dollars derived from the imposition thereof.

(b) ***Election to Apply Supplemental Public Securities Act.*** The Board specifically elects to apply the provisions of Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Public Securities Act”), *except for and other than* the provisions of Section 11-57-207(1)(a), C.R.S., relating to a forty-year maturity with respect to

securities issued by a public entity, which shall *not* apply to any Revenue Pledge Agreement nor to any Payment Obligation (as defined in each Revenue Pledge Agreement) thereunder, respectively.

**Section 4. Authorization.** In accordance with the Constitution of the State of Colorado; Title 29, Article 1, Part 2, C.R.S.; the Supplemental Public Securities Act; and all other laws of the State of Colorado thereunto enabling, the Authority shall enter into and perform its obligations under the Revenue Pledge Agreements.

**Section 5. Permitted Amendments to Resolution.** Except as otherwise provided herein, the Authority may amend this Resolution in the same manner, and subject to the same terms and conditions, as apply to an amendment or supplement to the Revenue Pledge Agreements as provided therein.

**Section 6. Authorization to Execute Other Documents and Instruments.** Any one of the President, Vice President, Treasurer, Secretary or any Assistant Secretary of the Authority shall, and they are hereby authorized and directed, to take all actions necessary or appropriate to effectuate the provisions of this Resolution, including, but not limited to, the execution of all documents and certificates necessary or desirable to effectuate the transactions contemplated under the Authority Documents, and such other certificates, documents, instruments, and affidavits as may be reasonably required by Bond Counsel. The execution by the President, Vice President, Treasurer, Secretary or any Assistant Secretary of the Authority of any document not inconsistent herewith shall be conclusive proof of the approval by the Authority of the terms thereof.

**Section 7. Limitation of Actions.** Pursuant to Section 11-57-212, C.R.S., no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or execution and delivery of the Revenue Pledge Agreements shall be commenced more than thirty days after the effective date of this Resolution.

**Section 8. Ratification and Approval of Prior Actions.** All actions heretofore taken by the officers of the Authority and the members of the Board, not inconsistent with the provisions of this Resolution, relating to the execution and delivery of the Revenue Pledge Agreements and the consummation of the transactions contemplated thereunder are hereby ratified, approved, and confirmed.

**Section 9. Resolution Irrepealable.** After the Revenue Pledge Agreements have been executed and delivered by the parties thereto, this Resolution shall be and remain irrepealable until all of the Revenue Pledge Agreements have terminated in accordance with their respective terms.

**Section 10. Repealer.** All orders, bylaws, and resolutions of the Authority, or parts thereof, inconsistent or in conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

**Section 11. Severability.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

**Section 12. Effective Date.** This Resolution shall take effect immediately upon its adoption and approval.

[Remainder of Page Intentionally Left Blank]

**THIS RESOLUTION WAS CONSIDERED ON FIRST READING** on the 21st day of October 2021, and was **CONSIDERED ON SECOND READING** at the special meeting of the Authority duly noticed and held on November 18, 2021, and following the Second Reading thereof, this Resolution was approved and adopted by the Board of Directors of The Aurora Highlands Community Authority Board on November 18, 2021.

THE AURORA HIGHLANDS COMMUNITY  
AUTHORITY BOARD

[SEAL]

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

ATTEST:

By \_\_\_\_\_  
Secretary or Assistant Secretary

[Signature Page to Authorizing Resolution re Revenue Pledge Agreements]



Thereupon, Director \_\_\_\_\_ moved for the adoption of the foregoing resolution. The motion to adopt the resolution was duly seconded by Director \_\_\_\_\_, put to a vote, and carried on the following recorded vote:

Those voting AYE:

Those voting NAY:

Those abstaining:

Those absent:

Thereupon the President declared the Resolution duly adopted and directed the Secretary or any Assistant Secretary to duly and properly enter the foregoing proceedings and resolution upon the minutes of the Board.

Thereupon, after consideration of other business before the Board, the meeting was adjourned.

STATE OF COLORADO )  
COUNTY OF ADAMS, CITY OF AURORA ) ss.  
THE AURORA HIGHLANDS )  
COMMUNITY AUTHORITY BOARD )

I, \_\_\_\_\_, being an Assistant Secretary of The Aurora Highlands Community Authority Board, City of Aurora, Adams County, Colorado (“the Authority”), do hereby certify that the foregoing pages numbered (i) through (iii) and 1 through 10 inclusive, constitute a true and correct copy of that portion of the record of proceedings of the Board of Directors of the Authority (the “Board”) relating to a resolution authorizing the Authority to execute, deliver and perform its obligations under the Authority Documents and other matters relating thereto (the “Resolution”) approved and adopted at a special meeting of the Board held at on Thursday, the 18<sup>th</sup> day of November, 2021, at 1:00 p.m., at the Information Center, 3900 E. 470 Beltway, Aurora, Colorado, 80019, all as recorded in the official record of proceedings of the Authority; that the proceedings were duly had and taken; that the meeting was duly held; that the persons therein named were present at said meeting and voted as shown therein; and that a notice of meeting, in the form herein set forth at page (i), was posted in accordance with law and the CABEA.

*Due to the threat posed by the COVID-19 coronavirus, persons wishing to attend the meeting via Zoom were able to do so through the directions below.\**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Authority, this 18th day of November 2021.

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Assistant Secretary

SEAL

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\* <https://us06web.zoom.us/j/84947546225?pwd=W1g2NlNqOFFrVmduUTNuUElMWEtldz09>  
Meeting ID: 849 4754 6225  
Passcode: 874942  
One tap mobile: 1-720-707-2699

**CONTRACT FOR TECHNICAL SERVICES AND ASSISTANCE**  
**BETWEEN**  
**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**  
**AND**  
**PGAV PLANNERS, LLC**

This Agreement is entered into by and between the Aurora Highlands Community Authority Board hereinafter referred to as the “District” or the “Client,” and PGAV Planners, LLC, hereinafter referred to as the “Consultant” or “PGAV.”

**Witnesseth:**

**Whereas**, Aurora, Colorado (the “City”) has established the District which is intended to support mixed-use development and required infrastructure (the “Project”);

**Whereas**, the Project is subject to a property tax levy imposed by the District; and

**Whereas**, the Consultant is familiar with metropolitan districts in Colorado and is duly experienced in providing the necessary services to perform an independent evaluation and estimate of statutory assessed values and public improvements fees (“PIF”) associated with the Project.

**Now**, Therefore, the parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES**

The following Scope of Services will be completed as outlined in **Exhibit A**, attached hereto:

**II. COMPENSATION**

The fee for the services outlined in Exhibit A will be an amount equal to Twenty-Seven Thousand Five-Hundred Dollars (\$27,500) exclusive of reimbursable expenses as stated below. Invoices will be submitted on a monthly basis and fees billed in proportion to the amount of work completed. Any reimbursable expenses incurred (e.g., costs of data or travel expenses) will be billed at their direct cost to PGAV.

**Retainer:** Payment shall be made to PGAV first in the form of a retainer fee in the amount of \$10,000. The retainer shall be paid at the execution of this agreement and will be credited toward the aforescribed fee. Thereafter, compensation shall be made to PGAV based on submission of an invoice on a monthly basis outlining the work performed and based on percentage of work complete.

**III. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT**

The Scope of Services to be delivered by the Consultant shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this Agreement:

- A. Data collection and analysis with respect to development and revenues not associated with the Project and the District.
- B. Opinions with respect to existing or anticipated revenue sources or generation not associated with the Project and the District.
- C. Reporting on events or information which become available subsequent to the date of the Final Technical Memorandum.
- D. Update of market analysis and valuation estimates when a bond closing does not occur within 90 days of the date of issuance of the Draft Technical Memorandum or within 60 days of the date of the issuance of the Final Technical Memorandum.
- E. Update of revenue projections and Draft Technical Memorandum pursuant to a change in site plan and or mix of uses contemplated for the Project.

These services shall be considered additional work beyond the scope of this Agreement. The Client may acquire the provision of such services by the Consultant at an additional cost to be negotiated and provided for in the form of an addendum to this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTEST: THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

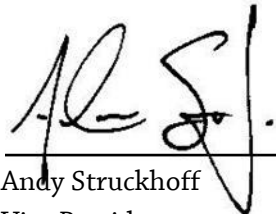
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

PGAV PLANNERS, LLC



Adam Stroud  
Senior Project Manager



Andy Struckhoff  
Vice President

## **Exhibit A - Work Tasks**

### **A. Project Data**

PGAV will gain an understanding of the fundamentals associated with the issuance of, and provision for the payment of and security for, the Bonds. The data to be reviewed will include, but not necessarily be limited to, the following items:

- a. Consideration for any tenants that have signed letters of intent, commitment letters, or have executed leases, to build Project components and/or commence business operations within the Project; and
- b. Any other information that would help to confirm the development timeline and revenue generation potential of the Project.

### **B. Market Analysis**

PGAV staff will conduct an in-depth market analysis for each type of use within the Project. We will review local developments that may compete with one or more component parts of the Project.

- b. Industrial Market Analysis: PGAV will review area industrial developments, comparable statutory values, development pipeline, absorption trends, lease rates and occupancy levels to ascertain the general condition of the local market and to understand the Project's planned industrial buildings, their place in the local market and estimates of future development absorption.

### **C. Valuation Analysis**

Particularly in light of the work done in Task B, PGAV will develop reasonable estimates of market reception and performance of each portion of the Project. PGAV will also engage the City and County of Aurora assessor to discuss, directly, appraisal and re-appraisal methods for taxation purposes.

Using the data gathered and analyzed in Task A and the work done in Task B, PGAV will develop estimates of property values, ad valorem taxes, and taxable sales.

A Draft Tabular Presentation of the revenue analysis will be submitted for initial review and discussion with the project team. The revenue projections may be revised to reflect any changes evolving from said discussions.

### **D. Revenue Analysis**

Using the data gathered and analyzed in Task A and the work done in Task B, PGAV will develop estimates of taxable sales volumes to be generated by retail development within the District.

**E. Technical Memorandum**

PGAV will prepare a Draft and Final Technical Memorandum summarizing the results of Tasks A, B, C, and D, as outlined above, which will include the narrative, tabular and graphic elements necessary to describe the work. The Final Technical Memorandum will be prepared subsequent to a review of the Draft Technical Memorandum by appropriate District staff, City and County staff, Developer staff, Bond Counsel and Underwriter or Placement Agent, and Underwriter or Placement Agent Counsel.

**F. Review of Official Statement**

The work and findings resulting from the tasks described above cannot be included in any official document for a bond issue and consummation of a bond sale without prior review and approval by PGAV regarding any representations therein with respect to PGAV's organization and work product. PGAV requests a minimum of three (3) business days for such review, and a minimum of three (3) days for the provision of any such written authorizations. Such approval shall not be unreasonably withheld and shall not involve a separate fee.

**G. Timing**

The services of PGAV are to commence immediately upon execution of a mutual agreement and will be undertaken subject to a mutually agreed upon schedule.

**INTERGOVERNMENTAL AGREEMENT  
REGARDING SHARING OF TAX REVENUE AND SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this “**Agreement**”) is made and entered into to be effective the 1<sup>st</sup> day of January 2021, by and between **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD** (the “**Authority**”), a political subdivision and public corporation of the State of Colorado, and **FIRST CREEK RANCH METROPOLITAN DISTRICT** (the “**District**”), a quasi-municipal corporation and political subdivision of the State of Colorado. The Authority and the District may be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

**RECITALS**

A. The District is a metropolitan district duly organized in 1985 and operating pursuant to its Service Plan, as approved by Adams County, Colorado, and Title 32 of the Colorado Revised Statutes (the “**Service Plan**”).

B. The Authority was formed by agreement of Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District Nos. 1, 2, and 3, and ATEC Metropolitan District Nos. 1 and 2 (the “**CAB Districts**”) on November 21, 2019, pursuant to Section 29-1-203.5, C.R.S., with the powers and authority set forth in its First Amended and Restated Establishment Agreement, effective April 16, 2020 (the “**CABEA**”).

C. The District anticipates seeking an amendment to its Service Plan and, if granted, intends to petition for and seek membership in the Authority pursuant to the CABEA (the “**Service Plan Amendment**”).

D. The purposes for which each Party was formed include to provide for and facilitate the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and operation and maintenance of the of water, sewer, stormwater drainage, street, traffic and safety, and park and recreation facilities, programs, and services (the “**Public Improvements**”).

E. Pursuant to C.R.S. § 29-1-203, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized by each of the cooperating or contracting units, including the sharing of costs, and the imposition of taxes.

F. To achieve economic and administrative efficiency, the Parties have determined it is in the best interests of the District’s taxpayers, property owners, and service users that the Authority provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and operation and maintenance of the Public Improvements on behalf of the District.

## TERMS & CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms upon which the District will remit Revenues to the Authority, and the Authority will provide for the planning, design and construction of the Public Improvements.

2. Revenues. The District shall remit or transfer all ad valorem property taxes available, after reservation of amounts needed to fund the District's administrative costs and the costs of its Service Plan Amendment ("**Revenues**") to the Authority within 30 days of the receipt of such Revenues. The Authority shall use such Revenues, when combined with other available revenues of the Authority, to pay for the planning, design and construction of the Public Improvements.

3. Public Improvement Projects. The Authority or its designee shall provide for the planning, design, and construction of the Public Improvements and will support the District in the processing of its Service Plan Amendment.

4. Accounting. The Authority shall provide a reasonable accounting for the receipt and expenditure of all Revenues received from the District.

5. Not a Debt Instrument. The District and the Authority acknowledge and agree that this Agreement shall not constitute any sort of indebtedness of the District.

6. Termination. This Agreement shall remain in effect until otherwise terminated in writing by a Party hereto. In the event that this Agreement is terminated subject to the provisions of this Section 7, the District acknowledges the Authority will be entitled to retain the Revenues transmitted to the Authority and the Authority acknowledges it will have no further claim on Revenues not yet transmitted to the Authority as of the date of the termination.

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

To District:

First Creek Ranch Metropolitan District  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy, Ste. 300  
Greenwood Village, CO 80111  
Phone: (303) 265-7910  
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, CO 80203  
 Phone: (303) 592-4380  
 Email: legalnotices@specialdistrictlaw.com

To Authority: The Aurora Highlands Community Authority Board  
 c/o CliftonLarsonAllen LLP  
 8390 E. Crescent Pkwy, Ste. 300  
 Greenwood Village, CO 80111  
 Phone: (303) 265-7910  
 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, CO 80203  
 Phone: (303) 592-4380  
 Email: legalnotices@specialdistrictlaw.com

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

8. Default/Remedies. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

9. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time.

10. Amendment; Modification. 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 unless the same is in writing and duly executed by the Parties.

11. 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.

12. 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.

13. 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.

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

15. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Authority 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 Parties shall be for the sole and exclusive benefit of the Parties.

16. 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.

**SIGNATURE PAGE FOLLOWS**

**[SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT  
REGARDING SHARING OF TAX REVENUE AND SERVICES]**

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

Authority:  
**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**, a  
political subdivision and public corporation of  
the State of Colorado

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

Attest:

\_\_\_\_\_  
Secretary

District:  
**FIRST CREEK RANCH  
METROPOLITAN DISTRICT**, a quasi-  
municipal corporation and political subdivision  
of the State of Colorado

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

Attest:

\_\_\_\_\_  
Secretary

The Aurora Highlands CAB

Check List

All Bank Accounts  
November 16, 2021

Check Number	Check Date	Payee	Amount
<b>Vendor Checks</b>			
1051	11/16/21	Aurora Media Group	47.75
1052	11/16/21	City of Aurora	8,979.31
1053	11/16/21	CliftonLarsonAllen LLP	26,927.54
1054	11/16/21	Collins Cockrel & Cole	1,919.50
1055	11/16/21	Fairfield and Woods, P.C.	7,000.00
1056	11/16/21	Gift Baskets Unlimited Inc.	874.00
1057	11/16/21	McGeady Becher P.C.	32,658.77
1058	11/16/21	T. Charles Wilson Insurance Service	990.00
1059	11/16/21	Waste Management	77.46
1060	11/16/21	Xcel Energy	868.27
<b>Vendor Check Total</b>			<u>80,342.60</u>
<b>Check List Total</b>			<u>80,342.60</u>

Check count = 10

**The Aurora Highlands CAB**  
**Cash Requirement Report - Detailed**

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
<b>AURORA City of Aurora</b>					
Reference:	518701-188816	Date:	10/15/21	Discount exp date:	
GL AP account:	102500	Due date:	10/15/21	Payment term:	
107702	Irrigation/Water - City of Aurora	<u>8,979.31</u>			
	Totals	8,979.31	0.00	8,979.31	8,979.31
	<b>Totals for City of Aurora</b>	<u>8,979.31</u>	<u>0.00</u>	<u>8,979.31</u>	<u>8,979.31</u>
<b>AURORAMEDIA Aurora Media Group</b>					
Reference:	19405	Date:	10/31/21	Discount exp date:	
GL AP account:	102500	Due date:	10/31/21	Payment term:	
107480	Miscellaneous - Aurora Media Group	<u>47.75</u>			
	Totals	47.75	0.00	47.75	47.75
	<b>Totals for Aurora Media Group</b>	<u>47.75</u>	<u>0.00</u>	<u>47.75</u>	<u>47.75</u>
<b>CLA CliftonLarsonAllen LLP</b>					
Reference:	3001847	Date:	08/31/21	Discount exp date:	
GL AP account:	102500	Due date:	08/31/21	Payment term:	
107441	District Management - Accounting-ATEC	<u>259.88</u>			
	Totals	259.88	0.00	259.88	259.88
Reference:	3000256	Date:	08/31/21	Discount exp date:	
GL AP account:	102500	Due date:	08/31/21	Payment term:	
107441	District Management - Accounting-TAHMD2	<u>132.30</u>			
	Totals	132.30	0.00	132.30	132.30
Reference:	3032024	Date:	09/30/21	Discount exp date:	
GL AP account:	102500	Due date:	09/30/21	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP-FCR	<u>341.57</u>			
	Totals	341.57	0.00	341.57	341.57
Reference:	3060994	Date:	09/30/21	Discount exp date:	
GL AP account:	102500	Due date:	09/30/21	Payment term:	
107446	Billing & Fee Collection - Accounting	<u>2,066.96</u>			
	Totals	2,066.96	0.00	2,066.96	2,066.96
Reference:	3031429	Date:	09/30/21	Discount exp date:	
GL AP account:	102500	Due date:	09/30/21	Payment term:	
107441	District Management - Accounting-ATEC	<u>1,349.78</u>			
	Totals	1,349.78	0.00	1,349.78	1,349.78
Reference:	3032053	Date:	09/30/21	Discount exp date:	
GL AP account:	102500	Due date:	09/30/21	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP-ATEC	<u>2,209.54</u>			
	Totals	2,209.54	0.00	2,209.54	2,209.54
Reference:	3032044	Date:	09/30/21	Discount exp date:	
GL AP account:	102500	Due date:	09/30/21	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP-TAHMD1	<u>1,442.18</u>			
	Totals	1,442.18	0.00	1,442.18	1,442.18
Reference:	3070600	Date:	10/31/21	Discount exp date:	
GL AP account:	102500	Due date:	10/31/21	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP	<u>9,928.28</u>			

## The Aurora Highlands CAB Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Totals		9,928.28	0.00	9,928.28	9,928.28
Reference:	3070579	Date:	10/31/21	Discount exp date:	
GL AP account:	102500	Due date:	10/31/21	Payment term:	
107440	Community Management - Accounting	4,093.06			
107441	District Management - CliftonLarsonAllen LLP	1,400.44			
Totals		5,493.50	0.00	5,493.50	5,493.50
Reference:	3070600	Date:	10/31/21	Discount exp date:	
GL AP account:	302500	Due date:	10/31/21	Payment term:	
307000	Accounting - CliftonLarsonAllen LLP	3,203.55			
Totals		3,203.55	0.00	3,203.55	3,203.55
Reference:	3065932	Date:	10/31/21	Discount exp date:	
GL AP account:	102500	Due date:	10/31/21	Payment term:	
107446	Billing & Fee Collection - Accounting	500.00			
Totals		500.00	0.00	500.00	500.00
<b>Totals for CliftonLarsonAllen LLP</b>		<b>26,927.54</b>	<b>0.00</b>	<b>26,927.54</b>	<b>26,927.54</b>
<b>Collins</b>	<b>Collins Cockrel &amp; Cole</b>				
Reference:	11041MSEP21	Date:	09/30/21	Discount exp date:	
GL AP account:	102500	Due date:	09/30/21	Payment term:	
107460	Legal - Collins Cockrel & Cole	1,919.50			
Totals		1,919.50	0.00	1,919.50	1,919.50
<b>Totals for Collins Cockrel &amp; Cole</b>		<b>1,919.50</b>	<b>0.00</b>	<b>1,919.50</b>	<b>1,919.50</b>
<b>Fairfield</b>	<b>Fairfield and Woods, P.C.</b>				
Reference:	217868	Date:	07/31/21	Discount exp date:	
GL AP account:	102500	Due date:	07/31/21	Payment term:	
107570	Covenant Enforcement - Fairfield and Woods, P.C.	2,975.00			
Totals		2,975.00	0.00	2,975.00	2,975.00
Reference:	219672	Date:	08/31/21	Discount exp date:	
GL AP account:	102500	Due date:	08/31/21	Payment term:	
107570	Covenant Enforcement - Fairfield and Woods, P.C.	490.00			
Totals		490.00	0.00	490.00	490.00
Reference:	221316	Date:	09/30/21	Discount exp date:	
GL AP account:	102500	Due date:	09/30/21	Payment term:	
107570	Covenant Enforcement - Fairfield and Woods, P.C.	3,535.00			
Totals		3,535.00	0.00	3,535.00	3,535.00
<b>Totals for Fairfield and Woods, P.C.</b>		<b>7,000.00</b>	<b>0.00</b>	<b>7,000.00</b>	<b>7,000.00</b>
<b>Gift Bas</b>	<b>Gift Baskets Unlimited Inc.</b>				
Reference:	1428	Date:	10/31/21	Discount exp date:	
GL AP account:	102500	Due date:	10/31/21	Payment term:	
107250	Community relations - Gift Baskets Unlimited Inc.	874.00			
Totals		874.00	0.00	874.00	874.00

**The Aurora Highlands CAB**  
**Cash Requirement Report - Detailed**

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
<b>Totals for Gift Baskets Unlimited Inc.</b>		<u>874.00</u>	<u>0.00</u>	<u>874.00</u>	<u>874.00</u>
<b>McGeady</b>	<b>McGeady Becher P.C.</b>				
Reference:	1397MOCT21	Date:	10/31/21	Discount exp date:	
GL AP account:	302500	Due date:	10/31/21	Payment term:	
307460	Legal - McGeady Becher P.C.	<u>9,589.50</u>			
	Totals	9,589.50	0.00	9,589.50	9,589.50
Reference:	1302M OCT21	Date:	10/31/21	Discount exp date:	
GL AP account:	102500	Due date:	10/31/21	Payment term:	
107460	Legal - McGeady Becher P.C- FCR	<u>553.27</u>			
	Totals	553.27	0.00	553.27	553.27
Reference:	1397MOCT21	Date:	10/31/21	Discount exp date:	
GL AP account:	102500	Due date:	10/31/21	Payment term:	
107460	Legal - McGeady Becher P.C.	<u>22,516.00</u>			
	Totals	22,516.00	0.00	22,516.00	22,516.00
<b>Totals for McGeady Becher P.C.</b>		<u>32,658.77</u>	<u>0.00</u>	<u>32,658.77</u>	<u>32,658.77</u>
<b>TCHARLES</b>	<b>T. Charles Wilson Insurance Service</b>				
Reference:	9843	Date:	10/30/21	Discount exp date:	
GL AP account:	102500	Due date:	10/30/21	Payment term:	
101255	Prepaid Insurance - Insurance and bonds-ATEC2	<u>495.00</u>			
	Totals	495.00	0.00	495.00	495.00
Reference:	9842	Date:	10/31/21	Discount exp date:	
GL AP account:	102500	Due date:	10/31/21	Payment term:	
101255	Prepaid Insurance - Insurance and bonds-ATEC1	<u>495.00</u>			
	Totals	495.00	0.00	495.00	495.00
<b>Totals for T. Charles Wilson Insurance Service</b>		<u>990.00</u>	<u>0.00</u>	<u>990.00</u>	<u>990.00</u>
<b>XCEL</b>	<b>Xcel Energy</b>				
Reference:	53-0013511817-6	Date:	10/06/21	Discount exp date:	
GL AP account:	102500	Due date:	10/06/21	Payment term:	
107703	Electricity - Xcel Energy	<u>216.54</u>			
	Totals	216.54	0.00	216.54	216.54
Reference:	53-0013498327-3	Date:	10/06/21	Discount exp date:	
GL AP account:	102500	Due date:	10/06/21	Payment term:	
107703	Electricity - Xcel Energy	<u>146.51</u>			
	Totals	146.51	0.00	146.51	146.51
Reference:	53-0013498629-8	Date:	10/06/21	Discount exp date:	
GL AP account:	102500	Due date:	10/06/21	Payment term:	
107703	Electricity - Xcel Energy	<u>91.58</u>			
	Totals	91.58	0.00	91.58	91.58
Reference:	53-0013498620-9	Date:	10/06/21	Discount exp date:	
GL AP account:	102500	Due date:	10/06/21	Payment term:	
107703	Electricity - Xcel Energy	<u>101.96</u>			
	Totals	101.96	0.00	101.96	101.96

**The Aurora Highlands CAB  
Cash Requirement Report - Detailed**

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Reference:	53-0013646868-2	Date:	10/08/21	Discount exp date:	
GL AP account:	102500	Due date:	10/08/21	Payment term:	
107703	Electricity - Xcel Energy	24.84			
	Totals	24.84	0.00	24.84	24.84
Reference:	53-0013297409-6	Date:	10/20/21	Discount exp date:	
GL AP account:	102500	Due date:	10/20/21	Payment term:	
107703	Electricity - Xcel Energy	286.84			
	Totals	286.84	0.00	286.84	286.84
	<b>Totals for Xcel Energy</b>	<u>868.27</u>	<u>0.00</u>	<u>868.27</u>	<u>868.27</u>
	<b>Company Totals</b>	<u>80,265.14</u>	<u>0.00</u>	<u>80,265.14</u>	<u>80,265.14</u>

*Capital \$12,793.05*



**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**

Schedule of Cash Position

August 31, 2021

Updated as of

November 15, 2021

	General Fund	Capital Projects Fund	Total
<b>1st Bank XX6684</b>			
Balance as of 8/31/21	\$ 52,961.16	\$ 0.63	\$ 52,961.79
9/1/2021 Reverse Due to/From	589.00	(589.00)	-
9/9/2021 Admin Checks - 1036-1041	(21,674.48)	(26,260.00)	(47,934.48)
9/17/2021 Draw from Zions Working cap Acct	21,674.48	-	21,674.48
9/17/2021 Transfer from (to) AACMD	(22,000.00)	26,260.00	4,260.00
9/30/2021 Administrative/Maintenance fees	2,459.03	-	2,459.03
10/18/2021 Admin Checks - 1042-1050	(62,405.52)	(18,418.82)	(80,824.34)
10/21/2021 Working Capital Payment	100,180.34	-	100,180.34
10/21/2021 Transfer to AACMD	(37,774.82)	-	(37,774.82)
10/21/2021 Transfer from AACMD	(589.00)	19,007.82	18,418.82
10/31/2021 Administrative/Maintenance fees	2,349.98	-	2,349.98
11/5/2021 Payment from FCR	1,427.12	-	1,427.12
11/8/2021 Wire to pay CLA invoices 2970908 & 2971899	(4,554.33)	-	(4,554.33)
11/15/2021 Administrative/Maintenance fees	2,700.00	-	2,700.00
<i>Anticipated Vouchers payable</i>	<i>(67,549.55)</i>	<i>(12,793.05)</i>	<i>(80,342.60)</i>
<i>Anticipated transfer from AACMD</i>	<i>-</i>	<i>12,792.42</i>	<i>12,792.42</i>
<i>Anticipated transfer from Working Capital</i>	<i>67,549.55</i>	<i>-</i>	<i>67,549.55</i>
Anticipated Balance	<u>\$ 35,342.96</u>	<u>\$ (0.00)</u>	<u>\$ 35,342.96</u>
<b>Zions Bank - 2020B Working Capital</b>			
Balance as of 8/31/21	\$ -	\$ 245,903.49	\$ 245,903.49
Subsequent activities:			
9/17/2021 Transfer to 1st Bank	-	(21,674.48)	(21,674.48)
10/21/2021 Transfer to 1st Bank	-	(100,180.34)	(100,180.34)
<i>Anticipated transfer to 1st Bank</i>	<i>-</i>	<i>(67,549.55)</i>	<i>(67,549.55)</i>
Anticipated Balance	<u>\$ -</u>	<u>\$ 56,499.12</u>	<u>\$ 56,499.12</u>
Grand total	<u><u>\$ 35,342.96</u></u>	<u><u>\$ 56,499.12</u></u>	<u><u>\$ 91,842.08</u></u>

**RESOLUTION NO. 2021-11-0 \_\_\_\_****RESOLUTION TO AMEND BUDGET****RESOLUTION OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD  
TO AMEND THE 2021 BUDGET**

Pursuant to Section 29-1-109, C.R.S., the Board of Directors of The Aurora Highlands Community Authority Board (the “**CAB**”), hereby certifies that a special meeting of the Board of Directors of the CAB, was held on November 23, 2020, at the Information Center, 3900 E-470 Beltway, Aurora, Colorado 80019 and via Zoom video / telephone conference.

A. At such meeting, the Board of Directors of the CAB adopted that certain Resolution No. 2020-11-02 to Adopt Budget appropriating funds for the fiscal year 2021 as follows:

General Fund	\$ 1,238,750
Debt Service Fund	\$ 837,500
Capital Projects Fund	\$41,381,959

B. The necessity has arisen for additional Debt Service Fund and Capital Projects Fund appropriations requiring the expenditure of funds in excess of those appropriated for the fiscal year 2021.

C. The source and amount of revenues for such expenditures, the purposes for which such revenues are being appropriated, and the fund(s) which shall make such supplemental expenditures are described on **Exhibit A**, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CAB shall and hereby does amend the budget for the fiscal year 2021 as follows:

Debt Service Fund	\$
Capital Projects Fund	\$

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from unexpected revenues available to the CAB to the Debt Service Fund and Capital Projects Fund for the purposes stated.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION OF THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD TO AMEND THE 2021 BUDGET]**

RESOLUTION APPROVED AND ADOPTED on November 18, 2021.

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**

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

Attest:

By: \_\_\_\_\_  
Secretary

**EXHIBIT A**

Original and Amended Budget Appropriations

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**  
**SUMMARY**  
**2022 BUDGET**  
**WITH 2020 ACTUAL AND 2021 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/14/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 8/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ -	\$ 376,309	\$ 325,099	\$ 325,099	\$ 414,487,498
REVENUES					
Interest income	-	-	-	-	169,000
Homeowner maintenance fees	148	402,000	18,063	37,500	402,000
Park/open space fees	-	23,149	-	-	23,149
Special assessments	-	3,930	-	-	3,930
Intergovernmental transfer	-	18,652	-	10,899	585,135
System development fees	105,000	837,500	210,000	322,500	515,000
Other revenue	-	5,798	-	-	-
Developer advance	6,848,453	795,715	530,793	821,000	970,000
2020A Bond draws	63,972,452	41,000,000	23,649,703	28,000,000	-
2020B Bond draws	6,068,118	-	-	5,200,000	-
Bond Proceeds Series 2021A	-	-	-	375,000,000	-
Bond Proceeds Series 2021B	-	-	-	200,000,000	-
Total revenues	<u>76,994,171</u>	<u>43,086,744</u>	<u>24,408,559</u>	<u>609,391,899</u>	<u>2,668,214</u>
TRANSFERS IN	<u>-</u>	<u>-</u>	<u>54,097</u>	<u>410,965,000</u>	<u>85,000</u>
Total funds available	<u>76,994,171</u>	<u>43,463,053</u>	<u>24,787,755</u>	<u>1,020,681,998</u>	<u>417,240,712</u>
EXPENDITURES					
General Fund	460,054	1,238,750	348,089	652,000	1,640,000
Debt Service Fund	85,000	837,500	5,000	139,542,500	301,000
Capital Projects Fund	76,124,019	41,381,959	23,925,053	55,035,000	389,944,005
Total expenditures	<u>76,669,073</u>	<u>43,458,209</u>	<u>24,278,142</u>	<u>195,229,500</u>	<u>391,885,005</u>
TRANSFERS OUT	<u>-</u>	<u>-</u>	<u>54,097</u>	<u>410,965,000</u>	<u>85,000</u>
Total expenditures and transfers out requiring appropriation	<u>76,669,073</u>	<u>43,458,209</u>	<u>24,332,239</u>	<u>606,194,500</u>	<u>391,970,005</u>
ENDING FUND BALANCES	<u>\$ 325,098</u>	<u>\$ 4,844</u>	<u>\$ 455,516</u>	<u>\$ 414,487,498</u>	<u>\$ 25,270,707</u>
EMERGENCY RESERVE	<u>\$ -</u>	<u>\$ 600</u>	<u>\$ 500</u>	<u>\$ 1,500</u>	<u>\$ 30,400</u>
TOTAL RESERVE	<u>\$ -</u>	<u>\$ 600</u>	<u>\$ 500</u>	<u>\$ 1,500</u>	<u>\$ 30,400</u>

No assurance provided. See summary of significant assumptions.

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**  
**GENERAL FUND**  
**2022 BUDGET**  
**WITH 2020 ACTUAL AND 2021 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/14/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 8/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ -	\$ 148	\$ 94	\$ 94	\$ 2,493
<b>REVENUES</b>					
Homeowner maintenance fees	148	402,000	18,063	37,500	402,000
Park/open space fees	-	23,149	-	-	23,149
Special assessments	-	3,930	-	-	3,930
Intergovernmental transfer	-	18,652	-	10,899	585,135
Developer advance	460,000	795,715	275,000	441,000	570,000
Total revenues	<u>460,148</u>	<u>1,243,446</u>	<u>293,063</u>	<u>489,399</u>	<u>1,584,214</u>
<b>TRANSFERS IN</b>					
Transfer from other funds	-	-	49,097	165,000	85,000
Total funds available	<u>460,148</u>	<u>1,243,594</u>	<u>342,254</u>	<u>654,493</u>	<u>1,671,707</u>
<b>EXPENDITURES</b>					
Management/Administrative					
Accounting	-	90,000	34,337	55,000	90,000
Audit	-	10,000	-	10,000	11,000
Community relations	-	-	4,214	6,300	12,000
Billing & fee collection	-	18,090	13,602	20,000	22,000
Community management	-	33,500	21,325	32,000	33,800
District management	-	85,000	22,249	33,000	85,000
Covenant enforcement	-	4,500	16,314	25,000	30,800
Dues and licenses	-	2,000	2,401	2,401	2,500
Election expense	-	-	-	-	10,000
Legal	-	90,000	106,606	160,100	176,000
Miscellaneous	54	-	132	200	200
Insurance	-	25,000	1,485	25,000	26,300
Reimbursement to Richmond	-	-	19,200	19,200	-
Website maintenance	-	7,000	297	1,000	7,000
Intergovernmental expenditure - AACMD	460,000	-	85,000	172,000	250,000
Contingency	-	71,082	-	19,699	74,883
Landscaping					
Landscape maintenance	-	411,435	-	20,000	411,435
Snow removal	-	133,589	14,523	35,000	133,589
Parks & trails	-	13,000	-	-	13,000
Detention pond maintenance	-	10,000	-	-	10,000
Parks & open space	-	132,750	-	-	132,750
Utilities					
Irrigation/water	-	81,218	-	-	81,218
Electricity	-	4,061	5,133	10,000	10,000
Trash and recycling	-	5,025	1,271	2,100	5,025
Mailbox maintenance	-	1,500	-	-	1,500
Winter watering	-	10,000	-	4,000	10,000
Total expenditures	<u>460,054</u>	<u>1,238,750</u>	<u>348,089</u>	<u>652,000</u>	<u>1,640,000</u>
Total expenditures and transfers out requiring appropriation	<u>460,054</u>	<u>1,238,750</u>	<u>348,089</u>	<u>652,000</u>	<u>1,640,000</u>
ENDING FUND BALANCE	<u>\$ 94</u>	<u>\$ 4,844</u>	<u>\$ (5,835)</u>	<u>\$ 2,493</u>	<u>\$ 31,707</u>
EMERGENCY RESERVE	\$ -	\$ 600	\$ 500	\$ 1,500	\$ 30,400
TOTAL RESERVE	<u>\$ -</u>	<u>\$ 600</u>	<u>\$ 500</u>	<u>\$ 1,500</u>	<u>\$ 30,400</u>

No assurance provided. See summary of significant assumptions.

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**  
**DEBT SERVICE FUND**  
**2022 BUDGET**  
**WITH 2020 ACTUAL AND 2021 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/14/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 8/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ 25,000,000
REVENUES					
System development fees	105,000	837,500	210,000	322,500	515,000
Interest income	-	-	-	-	25,000
Bond Proceeds Series 2021A	-	-	-	375,000,000	-
Bond Proceeds Series 2021B	-	-	-	200,000,000	-
Total revenues	<u>105,000</u>	<u>837,500</u>	<u>210,000</u>	<u>575,322,500</u>	<u>540,000</u>
TRANSFERS IN					
Transfer from other funds	-	-	5,000	-	-
Total funds available	<u>105,000</u>	<u>837,500</u>	<u>235,000</u>	<u>575,342,500</u>	<u>25,540,000</u>
EXPENDITURES					
General and administrative					
Debt Service					
Payment on Sub Bonds	-	-	-	-	-
Payment on 2020A Bonds	85,000	619,297	-	-	-
Series 2021A Bonds interest	-	-	-	-	291,000
Payment to refunding agent	-	-	-	116,447,795	-
Cost of issuance	-	-	-	23,000,000	-
Paying agent fees	-	-	5,000	5,000	10,000
Contingency	-	218,203	-	89,705	-
Total expenditures	<u>85,000</u>	<u>837,500</u>	<u>5,000</u>	<u>139,542,500</u>	<u>301,000</u>
TRANSFERS OUT					
Transfer to other funds	-	-	-	410,800,000	-
Total expenditures and transfers out requiring appropriation	<u>85,000</u>	<u>837,500</u>	<u>5,000</u>	<u>550,342,500</u>	<u>301,000</u>
ENDING FUND BALANCE	<u>\$ 20,000</u>	<u>\$ -</u>	<u>\$ 230,000</u>	<u>\$ 25,000,000</u>	<u>\$ 25,239,000</u>

No assurance provided. See summary of significant assumptions.

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**  
**CAPITAL PROJECTS FUND**  
**2022 BUDGET**  
**WITH 2020 ACTUAL AND 2021 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/14/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 8/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ -	\$ 376,161	\$ 305,005	\$ 305,005	\$ 389,485,005
REVENUES					
Interest income	-	-	-	-	144,000
Other revenue	-	5,798	-	-	-
Developer advance	6,388,453	-	255,793	380,000	400,000
2020A Bond draws	63,972,452	41,000,000	23,649,703	28,000,000	-
2020B Bond draws	6,068,118	-	-	5,200,000	-
Total revenues	<u>76,429,023</u>	<u>41,005,798</u>	<u>23,905,496</u>	<u>33,580,000</u>	<u>544,000</u>
TRANSFERS IN					
Transfer from other funds	-	-	-	410,800,000	-
Total funds available	<u>76,429,023</u>	<u>41,381,959</u>	<u>24,210,501</u>	<u>444,685,005</u>	<u>390,029,005</u>
EXPENDITURES					
Capital Projects					
Intergovernmental expense- AACMD	68,026,782	40,000,000	23,205,160	50,200,000	389,144,000
Accounting	-	-	589	5,000	10,000
Legal	-	-	172,008	258,000	275,000
Cost of issuance	2,617,798	1,144,832	547,296	650,000	-
Repay developer advance	5,479,439	-	-	3,400,000	400,000
Repay developer advance interest	-	-	-	450,000	32,000
Contingency	-	237,127	-	72,000	83,005
Total expenditures	<u>76,124,019</u>	<u>41,381,959</u>	<u>23,925,053</u>	<u>55,035,000</u>	<u>389,944,005</u>
TRANSFERS OUT					
Transfer to other funds	-	-	54,097	165,000	85,000
Total expenditures and transfers out requiring appropriation	<u>76,124,019</u>	<u>41,381,959</u>	<u>23,979,150</u>	<u>55,200,000</u>	<u>390,029,005</u>
ENDING FUND BALANCE	<u>\$ 305,004</u>	<u>\$ -</u>	<u>\$ 231,351</u>	<u>\$ 389,485,005</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.



**RESOLUTION NO. 2021-11-\_\_\_\_**

**RESOLUTION TO ADOPT BUDGET AND APPROPRIATE SUMS OF MONEY  
RESOLUTION OF THE BOARD OF DIRECTORS OF**

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, ADAMS  
COUNTY, COLORADO, PURSUANT TO SECTION 29-1-108, C.R.S., SUMMARIZING  
EXPENDITURES AND REVENUES FOR EACH FUND, ADOPTING A BUDGET AND  
APPROPRIATING SUMS OF MONEY FOR THE BUDGET YEAR 2022**

A. The Board of Directors of The Aurora Highlands Community Authority Board (the “**CAB**”) has appointed CliftonLarsonAllen LLP to prepare and submit a proposed budget to said governing body at the proper time.

B. CliftonLarsonAllen LLP has submitted a proposed budget to this governing body for its consideration.

C. Upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 18, 2021, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

D. The budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the CAB.

E. Whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

F. The Board of Directors has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget.

G. It is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the CAB.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, ADAMS COUNTY, COLORADO:**

1. The budget, as submitted, amended, and summarized by fund, is hereby approved and adopted as the budget of the CAB for the year stated above.

2. The budget is hereby approved and adopted, shall be certified by the Secretary of the CAB to all appropriate agencies and is made a part of the public records of the CAB.

3. The sums set forth as the total expenditures of each fund in the budget attached hereto as **Exhibit A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION TO ADOPT BUDGET AND  
APPROPRIATE SUMS OF MONEY]**

RESOLUTION APPROVED AND ADOPTED ON NOVEMBER 18, 2021.

**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD**

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

Attest:

By: \_\_\_\_\_  
Secretary

**EXHIBIT A**

Budget

I, Denise Denslow, hereby certify that I am the duly appointed Secretary of The Aurora Highlands Community Authority Board, and that the foregoing is a true and correct copy of the budget for the budget year 2022, duly adopted at a meeting of the Board of Directors of The Aurora Highlands Community Authority Board held on November 18, 2021.

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Secretary



**THE AURORA HIGHLANDS  
COMMUNITY AUTHORITY BOARD  
AND  
AEROTROPOLIS AREA COORDINATING  
METROPOLITAN DISTRICT**

**ENGINEER'S REPORT AND VERIFICATION OF COSTS  
ASSOCIATED WITH PUBLIC IMPROVEMENTS**

**Draw No. 41**

PREPARED BY:

SCHEDIO GROUP LLC

808 9<sup>TH</sup> STREET

GREELEY, COLORADO 80631

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349

DATE PREPARED: November 16, 2021

PROJECT: 181106

Engineer's Report and Verification of Costs No. 18

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## ENGINEER’S REPORT

### INTRODUCTION

Schedio Group LLC (“Schedio Group”) entered into a Master Service Agreement (“MSA”) for Engineering Services with Aerotropolis Area Coordinating Metropolitan District (“AACMD” and/or “District”) on December 11, 2018. Task Order 01 AACMD/ARTA - Cost Verification was approved on December 19, 2018. This Engineer’s Report and Verification of Costs Associated with Public Improvements (“Report”) is Schedio Group’s 17th deliverable associated with Task Order 01 of the MSA as it pertains to AACMD.

Section 4.1 of the First Amended and Restated Facilities Funding and Acquisition Agreement entered into on August 23, 2018, between Aerotropolis Area Coordinating Metropolitan District and Aurora Highlands, LLC, a Nevada limited liability company (“Developer”) states, “...the District agrees to make payment to the Developer for all Developer Advances and /or Verified Costs, together with interest thereon.” This Report consists of a review of costs incurred, and verification of costs associated with the design and construction of Public Improvements. Accrued interest is not considered in this report.

### SUMMARY OF FINDINGS

Schedio Group reviewed \$4,444,107.20 of incurred expenses associated with Draw Request No. 41. Of the \$4,444,107.20 reviewed, Schedio Group verified \$4,413,028.20 as being associated with the design and construction of Public Improvements. Of the verified amount, \$2,840,136.59 is associated with AACMD Series A Bonds, \$11,517.25 with AACMD Series B Bonds, \$259,307.51 with ATEC Metropolitan District (“ATEC MD”), and \$1,302,066.85 with Aerotropolis Regional Transportation Authority (“ARTA”). As costs associated with ARTA are reviewed and verified separately, they will not be included in this Report.

In summary, the total amount verified associated with AACMD and ATEC MD is **\$3,110,961.35**.

For a summary of verified expenses associated with the design and construction of Public Improvements for AACMD and ATEC MD, please see *Figure 1 – Summary of Verified Expenses for AACMD and ATEC MD* below and attached *Exhibit A – Summary of Costs Reviewed (by Job Code and by Vendor)*.

	DRAW 41	DEVELOPER DRAW 41	AACMD DRAW 41			ATEC DRAW 41	AACMD + ATEC DRAW 41	ARTA DRAW 41	TOTAL DRAW 41
	REVIEWED AMT	PRIVATE AMT	VERIFIED AMT (SERIES A BONDS)	VERIFIED AMT (SERIES B BONDS)	VERIFIED AMT (SERIES A + B BONDS)	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT
SOFT AND INDIRECT+ HARD COSTS									
<b>TOTALS --&gt;</b>	<b>\$ 4,444,107.20</b>	<b>\$ 31,079.00</b>	<b>\$ 2,840,136.59</b>	<b>\$ 11,517.25</b>	<b>\$ 2,851,653.84</b>	<b>\$ 259,307.51</b>	<b>\$ 3,110,961.35</b>	<b>\$ 1,302,066.85</b>	<b>\$ 4,413,028.20</b>

*Figure 1 - Summary of Verified Expenses for AACMD and ATEC MD*

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### **DETERMINATION OF PUBLIC PRORATION PERCENTAGE**

As final plats are not available for the entire The Aurora Highlands (“TAH”) development at the time of this report, Schedio Group was unable to calculate an area-based Public Proration Percentage for application to expenditures with both public and private components. Instead, Schedio Group requested an estimate of Public Area compared to Total Area as a percentage from Norris Design, the planner for The Aurora Highlands development. As a result, Norris Design provided an estimated Public Proration Percentage of 40% for the entire TAH development. Schedio Group and Norris Design reserve the right to revise the project’s Public Proration Percentage should additional information become available that would warrant such and either credit or debit the verified amount to date at that time.

### **VERIFICATION OF COSTS**

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar timeframes in similar locales.

### **VERIFICATION OF PAYMENTS**

As Draw No. 41 will be ratified during an upcoming board meeting, vendors have not yet received payment for services rendered as of the date of this report.

### **VERIFICATION OF CONSTRUCTION**

Schedio Group LLC performed a site visit on October 28, 2021. Observation of the constructed improvements was performed to ensure that Public Improvements are being constructed in general conformance with the approved construction drawings. Photos are available from Schedio Group LLC upon request.

### **SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES**

Schedio Group reserves the right to revise or amend this report should additional information become available that would warrant such.

Various job code changes were implemented between Draw 26 and Draw 41. These job code changes were determined by others (developer, program manager, construction manager, etc.). Schedio Group was not involved in determining the job code changes. Schedio Group has incorporated the job code changes into Draw 41. As a result of the job code changes, historical and current verified dollar amounts have, in some cases, shifted from one job code (project segment) to another job code (project segment), which has caused ARTA’s financial obligation to change per the following agreements:

- Intergovernmental Agreement Among The Board Of County Commissioners Of The County Of Adams, The City of Aurora And The Aerotropolis Area Coordinating Metropolitan District Establishing The Aerotropolis Regional Transportation Authority, prepared by McGeady Becher P.C. and dated February 27, 2018
- Intergovernmental Agreement Regarding Design and Construction of The Aurora Highlands Parkway Among Aerotropolis Area Coordinating Metropolitan District and Aerotropolis Regional Transportation Authority, prepared by McGeady Becher P.C. and dated August 12, 2020

Schedio Group has been reviewing, and will continue to review, details associated with the cost code changes. Based on our reviews to date, Schedio Group has no reason to doubt the validity of the cost code changes. Schedio Group reserves the right to revise any verified amount(s) and its(their) respective assignment to a Cost Code or Job Code throughout the review process.

## ENGINEER'S VERIFICATION

Timothy A. McCarthy, P.E. / Schedio Group, LLC (the Independent Consulting Engineer) states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and verification of costs associated with the design and construction of Public Improvements of similar type and function as those described in the attached Engineer's Report dated November 16, 2021.

The Independent Consulting Engineer has reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer finds and determines that Public Improvements considered in the attached Engineer's Report were constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer finds and determines that Public Improvements considered in the attached Engineer's Report, from January 14, 2021 (date of Kumar & Associates Invoice No. 203594) to November 1, 2021 (date of OxBlue Invoice No. 45919), are reasonably valued at **\$3,110,961.35**.

In the opinion of the Independent Consulting Engineer, the above stated value for soft, indirect and hard costs associated with the design and construction of the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe and similar locales and is eligible for reimbursement from Aerotropolis Area Metropolitan Coordinating District to Aurora Highlands, LLC, a Nevada limited liability company.



November 16, 2021

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**Timothy A. McCarthy, P.E.**

**Colorado License No. 44349**

## **EXHIBIT A**

### **SUMMARY OF COSTS REVIEWED**

## SUMMARY OF COSTS REVIEWED BY JOB CODE

JOB CODE	JOB CODE DESCRIPTION	TOTAL DRAW 41	PRIVATE DRAW 41	AACMD SERIES A DRAW 41	AACMD SERIES B DRAW 41	ARTA DRAW 41	ATEC DRAW 41
101	Overall Project (Non Specific)	\$ 421,745.00	\$ -	\$ 412,845.50	\$ -	\$ -	\$ 8,899.50
102	Mass Grading	\$ 72,763.22	\$ -	\$ 72,763.22	\$ -	\$ -	\$ -
104	Engineer's Report and Verification of Costs	\$ 17,372.00	\$ -	\$ 12,132.00	\$ -	\$ 5,240.00	\$ -
140	ISP (Phase 1)	\$ 106.00	\$ -	\$ 106.00	\$ -	\$ -	\$ -
142	ISP (Phase 3)	\$ 2,270.50	\$ -	\$ 2,270.50	\$ -	\$ -	\$ -
143	ISP (Phase 4)	\$ 1,073.00	\$ -	\$ 1,073.00	\$ -	\$ -	\$ -
155	Monitoring	\$ (3,934.00)	\$ -	\$ (3,934.00)	\$ -	\$ -	\$ -
200	Demolition	\$ 470.00	\$ -	\$ 470.00	\$ -	\$ -	\$ -
204	Monument (Phase 2)	\$ 1,732.50	\$ -	\$ 1,732.50	\$ -	\$ -	\$ -
205	Monument (E470)	\$ 1,585.00	\$ -	\$ 1,585.00	\$ -	\$ -	\$ -
206	26th Ave (E470 - Main St)	\$ 132,961.50	\$ -	\$ -	\$ -	\$ 132,961.50	\$ -
208	26th Ave (Harvest - Powhatan)	\$ 1,585.00	\$ -	\$ 1,030.25	\$ -	\$ 554.75	\$ -
210	E470 Interchange (Phase 1)	\$ 129,167.48	\$ -	\$ -	\$ -	\$ 129,167.48	\$ -
212	E470 Interchange (Phase 2)	\$ 2,550.00	\$ -	\$ -	\$ -	\$ 2,550.00	\$ -
214	E470 Interchange (Phase 4)	\$ 20,786.28	\$ -	\$ -	\$ -	\$ 20,786.28	\$ -
220	Main St (26th Ave -TAH Pkwy)	\$ 734,912.95	\$ -	\$ 734,912.95	\$ -	\$ -	\$ -
221	Main St (TAH Pkwy-42nd Ave)	\$ 59,014.34	\$ -	\$ 59,014.34	\$ -	\$ -	\$ -
222	Main St (42nd Ave-46th Ave)	\$ 2,369.00	\$ -	\$ 2,369.00	\$ -	\$ -	\$ -
230	Denali Blvd (TAH Pkwy to 42nd Ave)	\$ 31,297.18	\$ -	\$ 31,297.18	\$ -	\$ -	\$ -
231	Denali Blvd (42nd Ave - 48th Ave)	\$ 1,585.00	\$ -	\$ 1,585.00	\$ -	\$ -	\$ -
232	38th Place (Main St to Denali Blvd)	\$ 3,515.40	\$ -	\$ 3,515.40	\$ -	\$ -	\$ -
241	TAH Parkway (Main St-Denali Blvd)	\$ 1,810,560.02	\$ -	\$ 1,036,052.59	\$ -	\$ 774,507.43	\$ -
244	TAH Parkway (30th-26th)	\$ 19,120.63	\$ -	\$ 11,089.97	\$ -	\$ 8,030.66	\$ -
246	38th Ave (Himalaya St to E470) North	\$ 10,818.62	\$ -	\$ -	\$ -	\$ 10,818.62	\$ -
247	38th Ave (Himalaya St to E470) South	\$ 8,621.13	\$ -	\$ -	\$ -	\$ 8,621.13	\$ -
248	38th Pkwy (Powhatan Rd to Monaghan Rd)	\$ 220,932.01	\$ -	\$ -	\$ -	\$ -	\$ 220,932.01
249	38th Pkwy (TAH Pkwy to Powhatan Rd)	\$ 410,513.69	\$ -	\$ 410,513.69	\$ -	\$ -	\$ -
250	42nd Ave (Main St-Denali Blvd)	\$ 5,594.00	\$ -	\$ 5,594.00	\$ -	\$ -	\$ -
251	42nd Ave (Denali Blvd-School)	\$ 2,197.50	\$ -	\$ 2,197.50	\$ -	\$ -	\$ -
252	42nd Ave (School-Reserve Blvd)	\$ 612.50	\$ -	\$ 612.50	\$ -	\$ -	\$ -
260	Reserve Blvd (42nd Ave - TAH Pkwy)	\$ 2,197.50	\$ -	\$ 2,197.50	\$ -	\$ -	\$ -
290	I-70 Interchange (Phase 1)	\$ 47,352.00	\$ -	\$ -	\$ -	\$ 47,352.00	\$ -
291	I-70 Interchange (Phase 2)	\$ 10,455.00	\$ -	\$ -	\$ -	\$ 10,455.00	\$ -
300	Powhatan Rd (I-70-26th Ave)	\$ 17,810.00	\$ -	\$ -	\$ -	\$ 17,810.00	\$ -
301	Powhatan Road (26th-38th)	\$ 133,212.00	\$ -	\$ -	\$ -	\$ 133,212.00	\$ -
330	West Village Ave (Main St-26th)	\$ 20,480.50	\$ -	\$ 20,480.50	\$ -	\$ -	\$ -
400	Section 21/28 Miscellaneous	\$ 29,476.00	\$ -	\$ -	\$ -	\$ -	\$ 29,476.00
501	School 01	\$ 8,171.75	\$ -	\$ 8,171.75	\$ -	\$ -	\$ -
511	Recreation Center 01 (CSP 1) Pool	\$ 612.50	\$ -	\$ 612.50	\$ -	\$ -	\$ -
531	Park 01	\$ 4,242.50	\$ -	\$ 4,242.50	\$ -	\$ -	\$ -
533	Park 03	\$ 3,603.75	\$ -	\$ 3,603.75	\$ -	\$ -	\$ -
900	General In-Tract Costs	\$ 9,932.25	\$ -	\$ -	\$ 9,932.25	\$ -	\$ -
901	Filing 01 - RAH	\$ 7,087.00	\$ 5,502.00	\$ -	\$ 1,585.00	\$ -	\$ -
904	Filing 04 - Pulte	\$ 5,502.00	\$ 5,502.00	\$ -	\$ -	\$ -	\$ -
	<b>TOTALS --&gt;</b>	\$ 4,424,032.20	\$ 11,004.00	\$ 2,840,136.59	\$ 11,517.25	\$ 1,302,066.85	\$ 259,307.51

## SUMMARY OF COSTS VERIFIED BY VENDOR

VENDOR	TOTAL DRAW 41	PRIVATE DRAW 41	AACMD SERIES A DRAW 41	AACMD SERIES B DRAW 41	ARTA DRAW 41	ATEC DRAW 41
AECOM	\$ 340,013.31	\$ -	\$ 40,677.81	\$ -	\$ 290,436.00	\$ 8,899.50
Aztec Consultants	\$ 15,335.89	\$ -	\$ 9,154.62	\$ -	\$ 6,181.27	\$ -
Beam, Longest & Neff	\$ 58,954.50	\$ -	\$ -	\$ -	\$ 58,954.50	\$ -
Big West Consulting	\$ 27,020.00	\$ -	\$ 27,020.00	\$ -	\$ -	\$ -
Brightview Landscaping	\$ 126,363.87	\$ -	\$ 82,482.62	\$ -	\$ 43,881.25	\$ -
Cage Civil Engineering	\$ 14,952.50	\$ -	\$ 14,952.50	\$ -	\$ -	\$ -
City of Aurora	\$ 135,202.54	\$ -	\$ 79,238.57	\$ -	\$ 55,963.97	\$ -
Clanton & Associates	\$ 10,455.00	\$ -	\$ -	\$ -	\$ 10,455.00	\$ -
CTL Thompson	\$ 40,553.00	\$ -	\$ 10,559.98	\$ -	\$ 517.02	\$ 29,476.00
Dyna Electric	\$ 49,448.58	\$ -	\$ 37,618.26	\$ -	\$ 11,830.32	\$ -
Ecological Resource Consultants	\$ 273.00	\$ -	\$ 158.34	\$ -	\$ 114.66	\$ -
EV Studio	\$ 1,120.00	\$ -	\$ 1,120.00	\$ -	\$ -	\$ -
Felsburg Holt and Ullevig	\$ 84,548.75	\$ -	\$ -	\$ -	\$ 84,548.75	\$ -
HR Green	\$ 45,801.90	\$ -	\$ 28,348.18	\$ -	\$ 17,453.72	\$ -
JHL	\$ 3,146,878.88	\$ -	\$ 2,268,823.15	\$ -	\$ 659,321.22	\$ 218,734.51
Kelley Trucking	\$ 3,755.83	\$ -	\$ 3,755.83	\$ -	\$ -	\$ -
Kumar & Associates	\$ 20,786.28	\$ -	\$ -	\$ -	\$ 20,786.28	\$ -
Matrix	\$ 61,989.07	\$ -	\$ 61,989.07	\$ -	\$ -	\$ -
Merrick	\$ 25,476.74	\$ -	\$ 14,776.52	\$ -	\$ 10,700.22	\$ -
Norris Design	\$ 21,088.30	\$ -	\$ 16,926.74	\$ -	\$ 4,161.56	\$ -
OxBlue Corporation	\$ 7,070.00	\$ 11,004.00	\$ (3,934.00)	\$ -	\$ -	\$ -
Schedio Group	\$ 27,304.25	\$ -	\$ 12,132.00	\$ 9,932.25	\$ 5,240.00	\$ -
Stormwater Risk Mgmt	\$ 98,390.01	\$ -	\$ 86,230.65	\$ 1,585.00	\$ 8,989.36	\$ 1,585.00
Summit Strategies	\$ 61,250.00	\$ -	\$ 48,105.75	\$ -	\$ 12,531.75	\$ 612.50
<b>TOTALS --&gt;</b>	<b>\$ 4,424,032.20</b>	<b>\$ 11,004.00</b>	<b>\$ 2,840,136.59</b>	<b>\$ 11,517.25</b>	<b>\$ 1,302,066.85</b>	<b>\$ 259,307.51</b>

## **EXHIBIT B**

### **SUMMARY OF DOCUMENTS REVIEWED**

## SUMMARY OF DOCUMENTS REVIEWED

### SERVICE PLANS

- First Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District, City of Aurora Colorado, prepared by McGeady Becher P.C., dated October 16, 2017

### DISTRICT AGREEMENTS

- Facilities Funding and Acquisition Agreement between Aerotropolis Area Coordinating Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed July 20, 2018
- 2017-2018 Operation Funding Agreement between Aerotropolis Area Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed on July 20, 2018
- First Amended and Restated Facilities Funding and Acquisition Agreement between Aerotropolis Area Coordinating Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed on August 23, 2018
- Intergovernmental Agreement Regarding Coordination of Facilities Funding for ATEC Metropolitan District No. 1 Projects between The Aurora Highlands Community Authority Board and Aurora Tech Center Development, LLC, prepared by McGeady Becher P.C. (unexecuted)

### CONSTRUCTION DRAW REQUESTS

- AACMD Draw Request No. 01, dated September 7, 2018, revised October 15, 2018
- AACMD Draw Request No. 02, dated September 14, 2018
- AACMD Draw Request No. 03, dated September 30, 2018
- AACMD Draw Request No. 04, dated October 15, 2018
- AACMD Draw Request No. 05, dated November 13, 2018
- AACMD Draw Request No. 06, dated December 11, 2018
- AACMD Draw Request No. 07, dated January 15, 2019
- AACMD Draw Request No. 08, dated February 12, 2019
- AACMD Draw Request No. 09, dated March 12, 2019
- AACMD Draw Request No. 10, dated April 12, 2019
- AACMD Draw Request No. 11, dated May 16, 2019
- AACMD Draw Request No. 12, dated June 20, 2019
- AACMD Draw Request No. 13, dated July 18, 2019
- AACMD Draw Request No. 14, dated August 15, 2019
- AACMD Draw Request No. 15, dated September 19, 2019
- AACMD Draw Request No. 16, dated October 17, 2019
- AACMD Draw Request No. 17, dated November 21, 2019

- AACMD Draw Request No. 18, dated December 19, 2019
- AACMD Draw Request No. 19, dated January 16, 2020
- AACMD Draw Request No. 20, dated February 20, 2020
- AACMD Draw Request No. 21, dated March 19, 2020
- AACMD Draw Request No. 22, dated April 16, 2020
- AACMD Draw Request No. 23, dated May 21, 2020
- AACMD Draw Request No. 24, dated June 18, 2020
- AACMD Draw Request No. 25, dated July 16, 2020
- AACMD Draw Request No. 26, dated August 20, 2020
- AACMD Draw Request No. 27, dated September 17, 2020
- AACMD Draw Request No. 28, dated October 21, 2020
- AACMD Draw Request No. 29, dated November 17, 2020
- AACMD Draw Request No. 30, dated December 17, 2020
- AACMD Draw Request No. 31, dated January 18, 2021
- AACMD Draw Request No. 32, dated February 7, 2021
- AACMD Draw Request No. 33, dated March 6, 2021
- AACMD Draw Request No. 34, dated April 5, 2021
- AACMD Draw Request No. 35, dated May 11, 2021
- AACMD Draw Request No. 36, dated June 7, 2021
- AACMD Draw Request No. 37, dated July 2, 2021
- AACMD Draw Request No. 38, dated August 10, 2021
- AACMD Draw Request No. 39, dated September 7, 2021
- AACMD Draw Request No. 40, dated October 12, 2021
- AACMD Draw Request No. 41, dated November 14, 2021





**CliftonLarsonAllen LLP**  
 8390 East Crescent Pkwy., Suite 300  
 Greenwood Village, CO 80111  
 phone 303-779-5710 fax 303-779-0348  
[CLAconnect.com](http://CLAconnect.com)

September 21, 2021

Board of Directors  
 The Aurora Highlands Community Authority Board  
 8390 East Crescent Pkwy., Suite 300  
 Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for The Aurora Highlands Community Authority Board (“you,” “your,” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

#### **Scope of professional services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

#### **Management responsibilities**

Management and, when appropriate, the board of directors of the district acknowledge and understand that our role is to provide the services identified in an SOW and that management and the board of directors of the district have certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its management responsibilities. References to management in this MSA and in an SOW are applicable to the board of directors of the district.

**Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, your management agrees to assume all management responsibilities; oversee the services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

**Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](http://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

***Other fees***

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

***Finance charges and collection expenses***

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

**Mediation**

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Colorado, without giving effect to choice of law principles.

**Limitation of remedies**

**These limitation of remedies provisions are not applicable for any audit, examination, or agreed-upon procedures services provided to you.**

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Colorado, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

**Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within the shorter of these periods ("Limitation Period"):

**Consulting services**

- For each service pursuant to an SOW, separately within twenty-four (24) months after the date we deliver the services or work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW.
- Within twenty-four (24) months from the date of our last billing for services performed pursuant to the SOW on which the dispute is based.
- Within twenty-four (24) months after the termination by either party of either this MSA or the district's ongoing relationship with CLA.

**Tax services**

- For tax return preparation, separately within thirty-six (36) months after the date when we deliver any final tax return(s) pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW relating to said return(s).

- For tax consulting engagements, separately within thirty-six (36) months from the date of our last billing for services pursuant to the SOW on which the dispute is based.
- For all tax return and tax consulting engagements, within twelve (12) months from the date when you terminate this MSA or the district's ongoing relationship with CLA.

***Examination, compilation, and preparation services related to prospective financial information***

- For examination, compilation, and preparation services related to prospective financial information (i.e., forecasts and projections), separately within twelve (12) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

***Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information***

- For audit, review, examination, agreed-upon procedures, compilation, and preparation services, separately within twenty-four (24) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

**CLA shall be authorized to the following cash access services:**

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
  - Paper checks – we will prepare the checks for your approval and wet ink signature.
  - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments.
  - ACH/Wire – we will use this method as needed/as requested, with your approval.

We understand that you will designate one or more members of the Board to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately.
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above.
- Take deposits to the bank that include cash.
- If applicable, have access to cash-in-kind assets, such as coupons.
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function.

### **Management responsibilities relevant to CLA's access to your cash**

All members of your Board of Directors are responsible for the processes below; however, we understand that you will designate one or more board members to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then Board will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

### **Other provisions**

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by law.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services identified in applicable SOWs, we will utilize the resources available at the district, when applicable, to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this agreement, except as may be assumed in a SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

## **Consent**

### ***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of The Aurora Highlands Community Authority Board information in these cost comparison, performance indicator, and/or benchmarking reports.

### ***Subcontractors***

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

### ***Technology***

CLA may, at times, use third-party software applications to perform services under this agreement. You authorize CLA to sign on your behalf any vendor agreements applicable to such software applications. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

## **Termination of MSA**

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

**Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

**CliftonLarsonAllen LLP**

Jason Carroll, CPA  
Principal  
Jason.Carroll@CLAconnect.com

**Response:**

This agreement correctly sets forth the understanding of The Aurora Highlands Community Authority Board.

APPROVED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





**CliftonLarsonAllen LLP**  
 8390 East Crescent Pkwy., Suite 300  
 Greenwood Village, CO 80111  
 phone 303-779-5710 fax 303-779-0348  
[CLAconnect.com](http://CLAconnect.com)

### **Special Districts Preparation SOW**

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and The Aurora Highlands Community Authority Board (“you” and “your”) dated September 21, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

#### **Scope of professional services**

Jason Carroll is responsible for the performance of the preparation engagement and other services identified in this agreement. He may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

#### ***Ongoing normal accounting services:***

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
    - Detailed development fee records
  - Process accounts payable including the preparation and issuance of checks for approval by a designated individual
  - Prepare billings, record billings, enter cash receipts, and track revenues
  - Reconcile certain accounts regularly and prepare journal entries
  - Prepare depreciation schedules

- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the district’s cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district’s board of directors.
- Prepare the annual budget and assist with the filing of the annual budget – additional information is provided below.
- Assist the district’s board of directors in monitoring actual expenditures against appropriation/budget.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district’s auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors’ review and approval.
- Read supporting documentation related to the district’s acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements’ requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.
- Attend board meetings as requested.
- Be available during the year to consult with you on any accounting matters related to the district.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors.
- Develop and track key business metrics as requested and review periodically with the board of directors.
- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report and manage cash flows
- Assist with bank communications.

- Perform other nonattest services.

### **Compilation services**

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

### **Preparation services – financial statements**

We will prepare the monthly/quarterly/as requested financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

### **Preparation services - annual**

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district’s auditors.

### ***Preparation services – prospective financial information (i.e., unexpired budget information)***

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management’s knowledge and belief, the entity’s expected financial position, results of operations, and cash flows for the forecast period. It is based on management’s assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

### **Engagement objectives and our responsibilities**

The objectives of our engagement are to:

- Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP

identified above, based on information provided by you and information generated through our outsourced accounting services.

- b. As requested, apply accounting and financial reporting expertise to assist you in the presentation of your monthly/quarterly/as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c. Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d. Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e. If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f. If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

#### **Engagement procedures and limitations**

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

#### **Our report**

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion

a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation, the Application for Exemption from Audit (if an audit is not required), we will not issue reports on budget, the Application for Exemption from Audit as a result of this engagement.

### **No assurance statements**

The monthly/quarterly/as requested financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: "No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances – governmental funds have been omitted if applicable, For best business type activities the Statement of Cash Flows has been omitted".

If an audit is required, the year-end financial statements prepared for use by the district's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

### **Management responsibilities**

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b. The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c. The presentation of the supplementary information.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h. To provide us with the following:
  - i. Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
  - ii. Additional information that may be requested for the purpose of the engagement.
  - iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the Board Treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

### **Fees, time estimates, and terms**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if

we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$425
Chief Financial Officer	\$200 - \$385
Controller	\$180 - \$250
Senior	\$140 - \$180
Staff	\$ 80 - \$150
Administrative support	\$ 80 - \$120

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

#### **Use of financial statements, the annual budget, the Application for Exemption from Audit**

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

#### **Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

**Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)**

***Unlawful employees, contractors, and subcontractors***

We shall not knowingly employ or contract with a worker without authorization to perform work under this contract. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [CRS 8-17.5-102(2)(a)(I) and (II)]

***Verification regarding workers without authorization***

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ and contract workers without authorization.

***Limitation regarding E-Verify Program and the Department Program***

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

***Duty to terminate a subcontractor and exceptions***

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

***Duty to comply with state investigation***

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

**Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

**CliftonLarsonAllen LLP**



Jason Carroll, CPA  
Principal  
Jason.Carroll@CLAconnect.com

APPROVED:

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Signature

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Title

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Date



**CliftonLarsonAllen LLP**  
 8390 East Crescent Pkwy., Suite 300  
 Greenwood Village, CO 80111  
 phone 303-779-5710 fax 303-779-0348  
[CLAconnect.com](http://CLAconnect.com)

## **Special Districts Management Services SOW**

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and The Aurora Highlands Community Authority Board (“you” and “your”) dated September 21, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

### **Scope of professional services**

Matt Urkoski is responsible for the performance of the engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the engagement.

### **Scope of Management Services**

CLA will perform the following services for the District:

#### **District Board of Directors (“Board”) Meetings**

- **Coordination of all Board meetings;**
- Meeting Attendance: District Manager and/or designee will attend all Board meetings;
- Preparation and distribution of agenda and informational materials;
- Preparation of meeting minutes for all meetings;
- Preparation and posting of legal notices required in conjunction with the meetings;
- Other details incidental to meeting preparation and follow-up.

#### **Recordkeeping**

- **Maintain lists of persons and organizations for correspondence;**
- Vendor listing as needed or requested by the Board;
- Repository of all District records and act as Custodian of records for purposes of CORA (as that term is defined in the District’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 *et seq.*, C.R.S.).

#### **Communications**

- **24/7 answering and paging services;**
- Website administration. It is recommended that the District have a website; however, CLA will not provide a website for the District on CLA’s website. CLA will oversee daily management and maintenance of the District website as needed or requested by the District;
- Respond to routine inquiries, questions and requests for information regarding the District;
- Periodic reports to the Board regarding the status of District matters and actions taken or contemplated by the District Manager on behalf of the District as requested by the Board;
- Provide liaison and coordination with municipal, county and state governmental agencies.

### **Contract Administration**

- **Insurance administration, including risk evaluation, comparison of coverage, processing claims, completion of applications, monitoring expiration dates, processing routine written and telephone correspondence;**
- Ensure all contractors and sub-contractors maintain the required insurance coverage for the District's benefit;
- Bidding, contract and construction administration and supervision of project processes assigned by the Board and project contractors;
- Confer with and coordinate legal, accounting, engineering, auditing and other professional services to the District by those professionals and consultants retained by the District as directed by the Board (CLA itself will not and cannot provide legal services);
- Represent the District with other entities and bodies as requested by the Board (but not as its representative for legal matters);
- Bid, contract, and supervise all District vendors

### **Document Administration**

- **Provide coordination and administration for the continuing revision of the District's Rules and Regulations;**
- Provide framed aerial photographic mapping of the District, if requested;
- In conjunction with and at the direction of the District's legal counsel, coordinate all elections for the District in accordance with state law, including preparation of election materials, publications, legal notices, training session for election judges and general election assistance; CLA will not serve as the Designated Election Official ("DEO");
- Administer any legal documents, permits, or agreements that relate to or District facilities and any Rules and Regulations adopted by the Board.

### **Accounts Payable Services to be Provided:**

- Receive and process all invoices;
- Coordinate review, approval and coding of all invoices with District Accountant and Board to ensure timely payment

In addition to these services, when, in the professional opinion of the District Manager, other services are necessary, the District Manager shall recommend the same to the Board or perform such services and report to the Board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000.00, the District Manager shall discuss such costs with the Board and receive prior authorization to perform such services.

### **Fees, time estimates, and terms**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

#### **CLA'S 2021 STANDARD HOURLY RATES FOR PUBLIC MANAGEMENT SERVICES:**

- Principals \$190 - \$325
- Public managers \$190 - \$325
- Assistant public managers \$110 - \$150
- Public management analysts \$110 - \$150
- District administrators \$125 - \$145
- Records retention coordinators \$ 90 - \$115

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

### **Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

### **Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)**

#### ***Unlawful employees, contractors, and subcontractors***

We shall not knowingly employ or contract with a worker without authorization to perform work under this contact. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contact. [CRS 8-17.5-102(2)(a)(I) and (II)]

***Verification regarding workers without authorization***

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ or contract workers without authorization.

***Limitation regarding E-Verify Program and the Department Program***

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

***Duty to terminate a subcontractor and exceptions***

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

***Duty to comply with state investigation***

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

***Agreement***

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

**CliftonLarsonAllen LLP**

Matt Urkoski  
Principal  
Matt.Urkoski@CLAconnect.com

APPROVED:

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Signature

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Title

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Date


**CliftonLarsonAllen LLP**

8390 East Crescent Pkwy., Suite 300

Greenwood Village, CO 80111

phone 303-779-5710 fax 303-779-0348

**CLAconnect.com**

### Special Districts Billing Services SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and The Aurora Highlands Community Authority Board (“you” and “your”) dated September 21, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

#### Scope of professional services

Jason Carroll is responsible for the performance of the engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the engagement.

#### *Ongoing normal billing services:*

- Customer calls or emails;
- General inquiries;
- Develop payment arrangements for past due customers;
- Late notice inquiries;
- Owner/renter changes;
- Title company inquiries;
- HOA specific inquiries.

#### Billing

- Lockbox processing;
- Manual payments;
- Inventory analyses/processing;
- Late notice processing;
- Account adjustments;
- Customer set-ups;
- ACH oversight including payment processing and online processing;
- Monthly accounting/Financial Management Interface;
- Prepare accounts receivable report as requested by the Board.

#### Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a. Prepare periodic, as requested, fee billing and collection services to customers.
- b. Provide timely customer service related to customer and client inquiries



### **Fees, time estimates, and terms**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Following an initial set up fee of \$3,000, Billing Services' annual fees will be \$5,000 per month. All services rendered outside of the agreed to and aforementioned scope of professional services will be billed at standard hourly rates.

The hour rates currently in effect for our services are as follows:

Additional Accounting Support	\$90-400
Supervisors/Senior Technicians	\$155
Technicians	\$95 - \$120

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

### **Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

### **Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)**

#### ***Unlawful employees, contractors, and subcontractors***

We shall not knowingly employ or contract with an unauthorized worker to perform work under this contact. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with workers without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with workers without authorization to perform work under this contact. [CRS 8-17.5-102(2)(a)(I) and (II)]

***Verification regarding workers without authorization***

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ or contract workers without authorization.

***Limitation regarding E-Verify Program and the Department Program***

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

***Duty to terminate a subcontractor and exceptions***

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with workers without authorization, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with workers without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization,. [CRS 8-17.5-102(2)(b)(A) and (B)]

***Duty to comply with state investigation***

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

***Agreement***

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

**CliftonLarsonAllen LLP**

Jason Carroll, CPA  
Principal  
Jason.Carroll@CLAconnect.com

APPROVED:

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Signature

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Title

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Date