

AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT ("DISTRICT")

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Phone: 303-779-5710

<https://www.theaurorahighlandscommunity.org>

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Matt Hopper	President	2022/May 2025
Carla Ferreira	Vice President	2022/May 2025
Michael Sheldon	Treasurer	2023/May 2023
Cynthia (Cindy) Shearon	Assistant Secretary	2023/May 2023
VACANT	Assistant Secretary	2022/May 2025
VACANT	Assistant Secretary	2023/May 2023
VACANT	Assistant Secretary	2023/May 2023
Denise Denslow	Secretary	N/A

DATE: **May 19, 2022**

TIME: **1:00 P.M.**

PLACE: **Construction Trailer (formerly Information Center)
3900 E. 470 Beltway
Aurora, CO 80019**

THERE WILL BE AT LEAST ONE PERSON PRESENT AT THE ABOVE-REFERENCED PHYSICAL LOCATION. THIS DISTRICT 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://zoom.us/j/96576976056?pwd=NjFiQ25pVnAzSE80WFpGWnJMaTNqUT09>

Meeting ID: 965 7697 6056

Passcode: 800276

One tap mobile

1-253-215-8782,*800276#

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. Discuss results of the cancelled May 3, 2022 Regular Directors' Election (enclosure).

D. Consider appointment of officers:

President _____

Treasurer/Assistant Secretary _____

Secretary _____

Asst. Secretary _____

Asst. Secretary _____

E. Public Comment. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

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 April 21, 2022 regular meeting minutes and April 27, 2022 special meeting minutes (enclosures).

III. FINANCIAL MATTERS

- Consider approval of payment of claims for operating costs, in the amount of \$36,107.30 (numbers based upon information available at time of preparation of Agenda, final numbers to be presented by accountant at meeting) (enclosure).
- Review and accept cash position report dated March 31, 2022, updated as of May 13, 2022 (enclosure).
- Discuss and consider approval of recommendation to The Aurora Highlands Community Authority Board (“**CAB**”) for acceptance of the CAB and District Engineer’s Report and Verification of Costs Associated with Public Improvements Draw No. 47 Engineer’s Report and Verification of Costs No. 25 prepared by Schedio Group LLC (enclosure).
- Discuss and consider approval of recommendation to the CAB for acceptance of the CAB and District Engineer’s Report and Verification of Costs Associated with Public Improvements, In-Tract Improvements / In Tract Home Builder Expenses, Engineer’s Report and Verification of Costs No. 7 prepared by Schedio Group LLC (enclosure).

IV. CAPITAL PROJECTS

- A. Discuss and acknowledge funding sources in the total amount of \$3,566,534.29* prepared by the District's accountant (enclosures - summary and list of checks):

TAH CAB/Spine Costs	\$ 2,906,280.34
AH In-Tract Costs	\$ 205,442.44
AF ARTA	\$ 409,085.95
AF ATEC Spine Costs	\$ 42,732.00
Developer	\$ 2,993.56
Total:	<u>\$ 3,566,534.29*</u>

* Numbers based upon information available at time of preparation of Agenda, final numbers to be presented by accountant at meeting.

District Capital Projects:

- B. Discuss and consider approval of **Task Order No. 04** to **Master Service Agreement ("MSA")** for Program Management, Design and Construction Services by and between the District and **AECOM Technical Services, Inc.**, for Continued Services for Overlot Grading and SWMP Sections 21 and 28 (ATEC MSA), in the amount of \$348,388.00, subject to approval of the Construction Committee.
- C. Discuss and consider approval of **Task Order** to **MSA** for Survey Services by and between the District and **Aztec Consultants, Inc.**, for Legals Descriptions to Support Dry Utility Within Tributary T, in the amount of \$1,700.00, subject to approval of the Construction Committee.
- D. Discuss and consider approval of **Task Order No. 35** to **MSA** for Geotechnical Services by and between the District and **CTL Thompson, Inc.**, for Geotechnical / Subgrade Investigation and Pavement Design (Harvest Road/I-70 to 26th Avenue), in the amount of \$24,550.00, subject to approval of the Construction Committee.
- E. Discuss and consider approval of **Task Order** to **MSA** for Geotechnical Services by and between the District and **CTL Thompson, Inc.**, for Waterline Resistivity Testing (The Aurora Highlands Filing Nos. 3 and 11), in the amount of \$3,850.00, subject to approval of the Construction Committee.
- F. Discuss and consider approval of **Change Order No. 20** to **Construction Agreement** for Street Lighting Services by and between the District and **Dynaletric Colorado**, for TAH Filing 1 - Lighting (Powering of Lights on 38th

Street), in the amount of \$17,444.45, subject to approval of the Construction Committee.

- G. Discuss and consider approval of **Change Order No. 21 to Construction Agreement** for Street Lighting Services by and between the District and **Dynalectric Colorado**, for TAH Filing 1 - Lighting (Credit for Permit Fee and Use Tax), in the deductive amount of (\$9,157.00), subject to approval of the Construction Committee.
- H. Discuss and consider approval of **Change Order No. 05 to Task Order No. 01 to MSA** for Civil Engineering Services by and between the District and **Felsburg Holt & Ullevig, Inc.** for E-470 Aurora Highlands Parkway Interchange (Addition Fee to Cover Response to 100% review comments from the City of Aurora and E-470 Authority), in the amount of \$238,620.00, subject to approval of the Construction Committee.
- I. Discuss and consider approval of **Change Order No. 02 to Task Order No. 26** to the **MSA** for Civil Engineering Services by and between the District and **HR Green Development, LLC** for Construction Assistance Services (Filing 3, 10, 11 and Prairie Waters Relocation) in the amount of \$88,000, subject to approval of the Construction Committee.
- J. Discuss and consider approval of **Work Order No. 14 to Construction Management Agreement (CMAR)** by and between the District and **JHL Constructors, Inc.** for Construction Management Services (Walls and Fencing Installation Phases 1 and 2), in the amount of \$4,741,867.01, subject to approval of the Construction Committee.
- K. Discuss and consider approval of **Work Order No. 20 to Construction Management Agreement (CMAR)** by and between the District and **JHL Constructors, Inc.** for Construction Management Services (Brightview Landscaping), in the amount of \$4,107,532.50, subject to approval of the Construction Committee.

V. LEGAL MATTERS

- A. Discuss and consider approval of Second Amended and Restated Inclusion Agreement (Aurora Tech Center Development, LLC/Property East of Powhaton) by and among the District and Aurora Tech Center Development, LLC (to be distributed).

- B. Discuss and consider approval of Second Amended and Restated Inclusion Agreement (GVR King Commercial LLC/Aurora Tech Center Development, LLC/Property East of Powhaton) by and among the District, GVR King Commercial LLC and Aurora Tech Center Development, LLC (to be distributed).
- C. Discuss and consider approval of Third Amended and Restated Inclusion Agreement (Aerotropolis Industrial Development, LLC/Property East of Powhaton) by and among the District and Aerotropolis Industrial Development, LLC (to be distributed).
- D. Discuss and consider approval of On-Site Distribution Extension Agreement (Electric) by and between Public Service Company of Colorado, d/b/a Xcel Energy and the District (enclosure).
- E. Discuss and consider approval of Off-Site Distribution Line Extension Agreement (Electric) by and between Public Service Company of Colorado, d/b/a Xcel Energy and the District (enclosures).

VI. ARTA MATTERS

- A. Other.

VII. OTHER BUSINESS

VIII. EXECUTIVE SESSION

IX. ADJOURNMENT

THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 16, 2022.

**NOTICE OF CANCELLATION OF REGULAR ELECTION
BY THE DESIGNATED ELECTION OFFICIAL**

NOTICE IS HEREBY GIVEN by the Aerotropolis Area Coordinating Metropolitan District, Adams County, Colorado, that at the close of business on the sixty-third day before the election there were not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates; therefore, the election to be held on May 3, 2022, is hereby canceled pursuant to Section 1-13.5-513, C.R.S.

The following candidates are declared elected:

Vacant	until the next regular election (May 2, 2023)
Vacant	until the next regular election (May 2, 2023)
Matthew Hopper	until the second regular election (May 6, 2025)
Carla Ferreira	until the second regular election (May 6, 2025)
Vacant	until the second regular election (May 6, 2025)

Dated: March 1, 2022

/s/ Jennifer Pino

Designated Election Official for the
Aerotropolis Area Coordinating Metropolitan
District
c/o McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203-1254
Phone: 303-592-4380

Published In: *The Sentinel*
Published On: March 24, 2022

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT (“DISTRICT”) HELD APRIL 21, 2022

A regular meeting of the Board of Directors of the District, County of Adams (referred to hereafter as the “Board”) was convened on Thursday, April 21, 2022 at 1:05 p.m. at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado. The District Board meeting was accessible both in person at the physical meeting location, and via videoconference.

Directors in Attendance Were:

Matt Hopper
Carla Ferreira
Michael Sheldon
Cindy Shearon

Also in Attendance Were:

MaryAnn McGeady, Esq., Elisabeth Cortese, Esq. and Jon Hoistad, Esq.; McGeady Becher P.C.
Denise Denslow, Anna Jones, Shauna D’Amato and Jason Carroll; CliftonLarsonAllen LLP (“CLA”)
Jerry Jacobs, Christina Madrigal and Corey Pilato; Timberline District Consulting, LLC (“Timberline”)
Michael Baldwin, Aliraza Hassan and Pedro Ramos; Jefferies LLC
Hannah Harriman and Ariana Meyers; JHL Constructors, Inc.
Alaina Bomar; Schedio Group LLC

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. No new conflicts were disclosed.

Quorum/Confirmation of Meeting Location/Posting of Notice: Director Hopper confirmed a quorum for the regular meeting. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously

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carried, the Board determined that because there was not a suitable or convenient location within the District boundaries to conduct this meeting it was determined to conduct this meeting at the above-stated location, with participants attending both in person and via videoconference. The Board further noted that notice providing the time, date and location of the meeting was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within the District's boundaries have been received.

Agenda: The Board considered the proposed Agenda for the District's regular meeting. Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Agenda was approved, as presented.

Public Comment: There was no public comment.

CONSENT AGENDA

The Board considered the following actions:

March 17, 2022 Regular Meeting Minutes

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

FINANCIAL MATTERS

Payment of Claims for Operating Costs: Mr. Carroll reviewed the claims for operating costs with the Board. Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved payment of claims for operating costs, in the amount of \$26,009.04.

Cash Position Report dated February 28, 2022 updated as of April 14, 2022: Mr. Carroll reviewed the Cash Position Report with the Board. Following review, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board accepted the Cash Position Reported dated February 28, 2022, updated as of April 14, 2022.

Public Hearing on Amendment to 2022 Budget: The Board opened the public hearing to consider an amendment to the 2022 Budget.

It was noted that publication of Notice stating that the Board would consider amendment of the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing.

There were no public comments, and the public hearing was closed.

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Mr. Carroll and Attorney McGeady reviewed the 2022 Budget Amendment with the Board, noting the upcoming bond issue. Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Board adopted the Resolution to Amend the 2022 Budget.

Recommendation to The Aurora Highlands Community Authority Board (“CAB”) for Acceptance of the CAB and District Engineer’s Report and Verification of Costs Associated with Public Improvements Draw No. 46 Engineer’s Report and Verification of Costs No. 24 prepared by Schedio Group LLC (“Engineer’s Report No. 24”): Director Hopper reviewed Engineer’s Report No. 24 with the Board. Following review and discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board recommended acceptance of Engineer’s Report No. 24 to the CAB.

Recommendation to CAB for Acceptance of the CAB and District Engineer’s Report and Verification of Costs Associated with Public Improvements, In-Tract Improvements / In Tract Home Builder Expenses, Engineer’s Report and Verification of Costs No. 6 prepared by Schedio Group LLC (“Engineer’s In-Tract Report No. 6”): Director Hopper reviewed Engineer’s In-Tract Report No. 6 with the Board. Following review and discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board recommended acceptance of Engineer’s In-Tract Report No. 6 to the CAB.

CAPITAL PROJECTS

Funding Sources and Payment: Mr. Carroll reviewed the current funding sources and requested payments with the Board. Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved the current funding sources and requested payments, in the amount of \$4,036,217.38, as shown below:

CAB (A Bonds)	\$ 2,255,626.98
CAB (In-Tract)	\$ 274,769.85
ARTA	\$ 1,490,830.49
ATEC Spine Costs	\$ 11,996.50
Developer	\$ 2,993.56
Total:	\$4,036,217.38

Change Order No. 01 to Task Order No. 03 to Master Service Agreement (“MSA”) for Program Management, Design and Construction Services by and between the District and AECOM Technical Services, Inc., for Continued Services for SWMP Plan for Overlot Grading South of Tributary T: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved

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Change Order No. 01 to Task Order No. 03 to MSA for Program Management, Design and Construction Services by and between the District and AECOM Technical Services, Inc., for Continued Services for SWMP Plan for Overlot Grading South of Tributary T, in the amount of \$50,00.00, upon review and recommendation by the Construction Committee.

MSA for Professional Engineering Services by and between the District and Architectural Engineering Design Group, Inc., d/b/a AE Design: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved the **MSA for Professional Engineering Services by and between the District and Architectural Engineering Design Group, Inc., d/b/a AE Design**, upon review and recommendation by the Construction Committee.

Task Order No. 01 to MSA for Professional Engineering Services by and between the District and Architectural Engineering Design Group, Inc., d/b/a AE Design, for Warm Springs Avenue West Extension: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 01 to MSA for Professional Engineering Services by and between the District and Architectural Engineering Design Group, Inc., d/b/a AE Design, for Warm Springs Avenue West Extension**, in the amount of \$4,900.00, upon review and recommendation by the Construction Committee.

Change Order No. 02 to Task Order No. 13 to MSA for Survey Services by and between the District and Aztec Consultants, Inc., for Miscellaneous Services - Prairie Waters Project (Extra Work): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 02 to Task Order No. 13 to MSA for Survey Services by and between the District and Aztec Consultants, Inc., for Miscellaneous Services - Prairie Waters Project (Extra Work)**, in the amount of \$49,590.00, upon review and recommendation by the Construction Committee.

Change Order No. 01 to Task Order No. 29 to MSA for Survey Services by and between the District and Aztec Consultants, Inc., for Miscellaneous Extras to Calculate and Stake Erosion Control for North Mass Grading Project (Main St. P1, 42nd P2, Aura Blvd. P1): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 01 to Task Order No. 29 to MSA for Survey Services by and between the District and Aztec Consultants, Inc., for Miscellaneous Extras to Calculate and Stake Erosion Control for North Mass Grading Project (Main St. P1, 42nd P2, Aura Blvd. P1)**, in the amount of \$7,000.00, upon review and recommendation by the Construction Committee.

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Change Order No. 03 to Task Order No. 31 to MSA for Survey Services by and between the District and Aztec Consultants, Inc., for Miscellaneous Easements (TAH Filing 1, 2, 4, 5, & 8): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 03 to Task Order No. 31 to MSA** for Survey Services by and between the District and **Aztec Consultants, Inc.**, for Miscellaneous Easements (TAH Filing 1, 2, 4, 5, & 8), in the amount of \$2,500.00, upon review and recommendation by the Construction Committee.

Change Order No. 02 to Task Order No. 35 to MSA for Survey Services by and between the District and Aztec Consultants, Inc., for Park 01 and School 01 Surveying (Extra Work): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 02 to Task Order No. 35 to MSA** for Survey Services by and between the District and **Aztec Consultants, Inc.**, for Park 01 and School 01 Surveying (Extra Work), in the amount of \$1,900.00, upon review and recommendation by the Construction Committee.

Task Order to MSA for Survey Services by and between the District and Aztec Consultants, Inc., for Plat for Filing 3 (Park North of District Trailer) Design Survey and Final Plat: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order to MSA** for Survey Services by and between the District and **Aztec Consultants, Inc.**, for Plat for Filing 3 (Park North of District Trailer) Design Survey and Final Plat, in the amount of \$10,600.00, upon review and recommendation by the Construction Committee.

Task Order to MSA for Survey Services by and between the District and Aztec Consultants, Inc., for Plat for 32nd Avenue (TAH Filing 19): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order to MSA** for Survey Services by and between the District and **Aztec Consultants, Inc.**, for Plat for 32nd Avenue (TAH Filing 19), in the amount of \$7,350.00, upon review and recommendation by the Construction Committee.

Task Order No. 51 to MSA for Survey Services by and between the District and Aztec Consultants, Inc., for On-Call Refill - Survey Services (Miscellaneous Tasks): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 51 to MSA** for Survey Services by and between the District and **Aztec Consultants, Inc.**, for On-Call Refill - Survey Services (Miscellaneous Tasks), in the amount of \$50,000.00, upon review and recommendation by the Construction Committee.

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Task Order No. 53 to MSA for Survey Services by and between the District and Aztec Consultants, Inc., for Legal Descriptions in Support of Tract M Walls (16 Lots and Legal Descriptions): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 53 to MSA** for Survey Services by and between the District and **Aztec Consultants, Inc.**, for Legal Descriptions in Support of Tract M Walls (16 Lots and Legal Descriptions), in the amount of \$13,600.00, upon review and recommendation by the Construction Committee.

Task Order No. 54 to MSA for Survey Services by and between the District and Aztec Consultants, Inc., for Filing 16 Test Hole Locations: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 54 to MSA** for Survey Services by and between the District and **Aztec Consultants, Inc.**, for Filing 16 Test Hole Locations, in the amount of \$9,650.00, upon review and recommendation by the Construction Committee.

Task Order No. 55 to MSA for Survey Services by and between the District and Aztec Consultants, Inc., for Final Plat for Warm Springs and Retail Parcels: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 55 to MSA** for Survey Services by and between the District and **Aztec Consultants, Inc.**, for Final Plat for Warm Springs and Retail Parcels, in the amount of \$8,350.00, upon review and recommendation by the Construction Committee.

Task Order No. 41 to MSA for Geotechnical Services by and between the District and CTL Thompson, Inc., for Geotechnical / Subgrade Investigation and Pavement Design / 32nd Avenue, Highlands Creek Blvd. to TAH Parkway: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 41 to MSA** for Geotechnical Services by and between the District and **CTL Thompson, Inc.**, for Geotechnical / Subgrade Investigation and Pavement Design / 32nd Avenue, Highlands Creek Blvd. to TAH Parkway, in the amount of \$3,500.00, upon review and recommendation by the Construction Committee.

Task Order No. 42 to MSA for Geotechnical Services by and between the District and CTL Thompson, Inc., for Geotechnical Investigation / Filing 18 Park Geotech: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 42 to MSA** for Geotechnical Services by and between the District and **CTL Thompson, Inc.**, for Geotechnical Investigation

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/ Filing 18 Park Geotech, in the amount of \$3,750.00, upon review and recommendation by the Construction Committee.

Task Order to MSA for Geotechnical Services by and between the District and CTL Thompson, Inc., for Geotechnical Engineering – Warm Springs West of Main Street: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved the **Task Order** to MSA for Geotechnical Services by and between the District and **CTL Thompson, Inc.**, for Geotechnical Engineering – Warm Springs West of Main Street, in the amount of \$3,000.00, upon review and recommendation by the Construction Committee.

Change Order No. 02 to Task Order No. 16 to MSA for Civil Engineering Services by and between the District and HR Green Development, LLC, for Tributary T Coordination (Site Plan/Filing No. 12): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 02** to **Task Order No. 16** to MSA for Civil Engineering Services by and between the District and **HR Green Development, LLC**, for Tributary T Coordination (Site Plan/Filing No. 12), in the amount of \$5,200.00, upon review and recommendation by the Construction Committee.

Change Order No. 02 to Task Order No. 26 to MSA for Civil Engineering Services by and between the District and HR Green Development, LLC, for 38th Parkway/Avenue Pond Certifications, Main Street Inlet Retrofit Design and TAH Parkway Street Light Plan Revision: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 02** to **Task Order No. 26** to MSA for Civil Engineering Services by and between the District and **HR Green Development, LLC**, for 38th Parkway/Avenue Pond Certifications, Main Street Inlet Retrofit Design and TAH Parkway Street Light Plan Revision, in the amount of \$15,150.00, upon review and recommendation by the Construction Committee.

Service Agreement for Irrigation System Design Services by and between the District and Hydrosystems-KDI, Inc.: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Service Agreement** for Irrigation System Design Services by and between the District and **Hydrosystems-KDI, Inc.**, for an amount not to exceed \$4,350.00, upon review and recommendation by the Construction Committee.

Work Order No. 18 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for 16-Inch Waterline Relocation: Following discussion, upon a motion duly made by Director Hopper,

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seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Work Order No. 18** to the **Construction Management Agreement (CMAR)** by and between the District and **JHL Constructors, Inc.** for 16-Inch Waterline Relocation, in the amount of \$3,037,813.00, upon review and recommendation by the Construction Committee.

Change Order No. 04 to Work Order No. 08 to the Construction Management Agreement (CMAR) by and between the District and JHL Constructors, Inc. for Credit Unused Funds for Winter Weather Protection: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 04 to Work Order No. 08** to the **Construction Management Agreement (CMAR)** by and between the District and **JHL Constructors, Inc.** for Credit Unused Funds for Winter Weather Protection, in the deductive amount of (\$97,522.36), upon review and recommendation by the Construction Committee.

Task Order No. 06 to MSA for Program Management Services by and between the District and Matrix Design Group, Inc., for Construction Management Services (Homebuilders in South Area): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 06** to **MSA** for Program Management Services by and between the District and **Matrix Design Group, Inc.**, for Construction Management Services (Homebuilders in South Area), in the amount not to exceed 2.75% of Earthwork for Homebuilders, upon review and recommendation by the Construction Committee.

Task Order 07 to MSA for Program Management Services by and between the District and Matrix Design Group, Inc., for Project Management, Development Application, Civil Construction Documents and Coordination related to Design of Warm Springs (West of Main Street): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order 07** to **MSA** for Program Management Services by and between the District and **Matrix Design Group, Inc.**, for Project Management, Development Application, Civil Construction Documents and Coordination related to Design of Warm Springs (West of Main Street), in the amount of \$149,00.00.00, upon review and recommendation by the Construction Committee.

Change Order No. 01 to Task Order No. 01 to MSA for Civil Engineering Services by and between the District and Merrick & Company, for Phase 1 LOMR for Tributary T Improvements: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 01** to **Task Order No. 01** to **MSA** for Civil Engineering Services by and between the District and **Merrick & Company**, for Phase 1 LOMR for Tributary T

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Improvements, in the amount of \$57,970.00, upon review and recommendation by the Construction Committee.

Change Order No. 02 to Task Order No. 01 to MSA for Civil Engineering Services by and between the District and Merrick & Company, for LOMR for Tributary W Inclusion: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 02 to Task Order No. 01 to MSA for Civil Engineering Services by and between the District and Merrick & Company, for LOMR for Tributary W Inclusion**, in the amount of \$26,324.00, upon review and recommendation by the Construction Committee.

Change Order No. 01 to Task Order No. 12 to MSA for Civil Engineering Services by and between the District and Merrick & Company, for Tributary W (Additional Work): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Change Order No. 01 to Task Order No. 12 to MSA for Civil Engineering Services by and between the District and Merrick & Company, for Tributary W (Additional Work)**, in the amount of \$15,880.00, upon review and recommendation by the Construction Committee.

Task Order No. 13 to MSA for Civil Engineering Services by and between the District and Merrick & Company, for Tributary T Site Plan Support: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Sheldon and, upon vote, unanimously carried by roll call, the Board approved **Task Order No. 13 to MSA for Civil Engineering Services by and between the District and Merrick & Company, for Tributary T Site Plan Support**, in the amount of \$24,865.00, upon review and recommendation by the Construction Committee.

LEGAL MATTERS

Amended and Restated Intergovernmental Agreement by and between the City of Aurora, Colorado and the District: Attorney McGeady reviewed the Agreement with the Board, noting that the City has approved the Agreement. Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board approved the Amended and Restated Intergovernmental Agreement by and between the City of Aurora, Colorado and the District.

District's Publication, Filing and Transmittal of Notice of Intent to Undertake Certain Actions under the District's Second Amended and Restated Service Plan on April 14, 2022: Attorney McGeady reviewed the Notice of Intent to Undertake Certain Actions with the Board. The Board acknowledged the District's publication, filing and transmittal of the Notice of Intent to Undertake Certain Actions under the District's Second Amended and Restated Service Plan on April 14, 2022.

RECORD OF PROCEEDINGS

Amendment to CAB First Amended and Restated Establishment Agreement between and among the District, The Aurora Highlands Metropolitan District Nos. 1, 2 and 3 and ATEC Metropolitan District Nos. 1 and 2: Attorney McGeady described potential updates to the CAB First Amended and Restated Establishment Agreement to the Board. Following discussion, the Board directed staff to prepare the proposed updates, as discussed.

ARTA MATTERS

Other: Director Hopper noted there was nothing to report.

OTHER BUSINESS

None.

**EXECUTIVE
SESSION**

None.

ADJOURNMENT

There being no further items before the Board, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the meeting was adjourned at 1:16 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT (“DISTRICT”) HELD APRIL 27, 2022

A special meeting of the Board of Directors of the District, County of Adams (referred to hereafter as the “Board”) was convened on Wednesday, April 27, 2022 at 3:25 p.m. at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado. The District Board meeting was accessible both in person at the physical meeting location, and via videoconference.

Directors in Attendance Were:

Matt Hopper
Carla Ferreira
Michael Sheldon
Cindy Shearon

Also in Attendance Were:

MaryAnn McGeady, Esq. Elisabeth Cortese, Esq. and Jon Hoistad, Esq.;
McGeady Becher P.C.
Denise Denslow and Shauna D’Amato; CliftonLarsonAllen LLP (“CLA”)
Jerry Jacobs, Christina Madrigal and Corey Pilato; Timberline District
Consulting, LLC (“Timberline”)
Matthew Ruhland, Esq.; Cockrel Ela Glesne Greher & Ruhland, P.C.
Nicholas English; member of the public

**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. No new conflicts were disclosed.

Quorum/Confirmation of Meeting Location/Posting of Notice: Director Hopper confirmed a quorum for the special meeting. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within the District boundaries to conduct this meeting it was determined to

RECORD OF PROCEEDINGS

conduct this meeting at the above-stated location, with participants attending both in person and via videoconference. The Board further noted that notice providing the time, date and location of the meeting was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within the District's boundaries have been received.

Agenda: The Board considered the proposed Agenda for the District's special meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Agenda was approved, as presented.

Public Comment: There was no public comment.

CONSENT AGENDA

None.

FINANCIAL MATTERS

None.

CAPITAL PROJECTS

Agreement for Commission and/or Purchase of Public Artwork by and between the District and Lisa Solberg / TwoSeven Inc.: Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Board approved the Agreement for Commission and/or Purchase of Public Artwork by and between the District and Lisa Solberg / TwoSeven Inc.

Agreement for Commission and/or Purchase of Public Artwork by and between the District and Pop Productions LLC: Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Board approved the Agreement for Commission and/or Purchase of Public Artwork by and between the District and Pop Productions LLC.

Agreement for Commission and/or Purchase of Public Artwork by and between the District and Steele The Show LLC: Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Board approved the Agreement for Commission and/or Purchase of Public Artwork by and between the District and Steele The Show LLC.

Agreement for Commission and/or Purchase of Public Artwork by and between the District and Innovative Sculpture Design: Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Board approved the Agreement for Commission

RECORD OF PROCEEDINGS

and/or Purchase of Public Artwork by and between the District and Innovative Sculpture Design.

LEGAL MATTERS

The Aurora Highlands Community Authority Board (“CAB”) Second Amended and Restated Establishment Agreement between and among the District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, The Aurora Highlands Metropolitan District No. 6 (formerly known as First Creek Ranch Metropolitan District), ATEC Metropolitan District No. 1, ATEC Metropolitan District No. 2 and the CAB (“Second A/R CABEA”): Attorney McGeady reviewed the Second A/R CABEA with the Board.

Resolution of the Board of Directors of the District Approving the Addition of The Aurora Highlands Metropolitan District No. 6 (formerly known as First Creek Ranch Metropolitan District) into the CAB and authorizing execution of the Second A/R CABEA: Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board adopted the Resolution of the Board of Directors of the District Approving the Addition of The Aurora Highlands Metropolitan District No. 6 (formerly known as First Creek Ranch Metropolitan District) into the CAB and authorized execution of the Second A/R CABEA.

Amended and Restated Disclosure to Purchasers for the District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, The Aurora Highlands Metropolitan District No. 6 (formerly known as First Creek Ranch Metropolitan District), ATEC Metropolitan District No. 1, ATEC Metropolitan District No. 2 and the CAB: Attorney McGeady described the requirement to prepare an Amended and Restated Disclosure to Purchasers with the Board. Following discussion, the Board directed staff to prepare, record and file an Amended and Restated Disclosure to Purchasers for the District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, The Aurora Highlands Metropolitan District No. 6 (formerly known as First Creek Ranch Metropolitan District), ATEC Metropolitan District No. 1, ATEC Metropolitan District No. 2 and the CAB, in compliance with requirements of the districts’ service plans.

ARTA MATTERS

None.

OTHER BUSINESS

None.

EXECUTIVE SESSION

None.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further items before the Board, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the meeting was adjourned at 3:27 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

Aerotropolis Area Coordinating Metro District

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Check List

All Bank Accounts

May 13, 2022

Check Number	Check Date	Payee	Amount
Vendor Checks			
202	05/13/22	Aurora Media Group	396.70
203	05/13/22	Brownstein Hyatt Farber Schreck, LLP	167.59
204	05/13/22	CIT	281.27
205	05/13/22	CliftonLarsonAllen LLP	4,174.80
206	05/13/22	Norma Medina Marin	4,000.00
207	05/13/22	Orkin, 897-Denver Commercial CO	225.00
208	05/13/22	POP Productions LLC	25,000.00
209	05/13/22	Robert Acosta	1,000.00
210	05/13/22	Rocky Mountain Bottled Water	61.95
211	05/13/22	Telos Online	799.99
Vendor Check Total			<u>36,107.30</u>
Check List Total			<u><u>36,107.30</u></u>

Check count = 10

Aerotropolis Area Coordinating Metro District

Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
AURORAMEDIA Aurora Media Group					
Reference:	100962	Date:	01/01/22	Discount exp date:	
GL AP account:	302500	Due date:	01/01/22	Payment term:	
307480	Miscellaneous - Aurora Media Group	101.30			
	Totals	101.30	0.00	101.30	101.30
Reference:	99703	Date:	01/01/22	Discount exp date:	
GL AP account:	302500	Due date:	01/01/22	Payment term:	
307480	Miscellaneous - Aurora Media Group	46.90			
	Totals	46.90	0.00	46.90	46.90
Reference:	99110	Date:	01/01/22	Discount exp date:	
GL AP account:	302500	Due date:	01/01/22	Payment term:	
307480	Miscellaneous - Aurora Media Group	103.00			
	Totals	103.00	0.00	103.00	103.00
Reference:	102826	Date:	04/13/22	Discount exp date:	
GL AP account:	302500	Due date:	04/13/22	Payment term:	
307480	Miscellaneous - Aurora Media Group	145.50			
	Totals	145.50	0.00	145.50	145.50
	Totals for Aurora Media Group	396.70	0.00	396.70	396.70
Brownstein Brownstein Hyatt Farber Schreck, LLP					
Reference:	889673	Date:	04/30/22	Discount exp date:	
GL AP account:	302500	Due date:	04/30/22	Payment term:	
307460	Legal - Brownstein Hyatt Farber Schreck, LLP	167.59			
	Totals	167.59	0.00	167.59	167.59
	Totals for Brownstein Hyatt Farber Schreck, LLP	167.59	0.00	167.59	167.59
CIT CIT					
Reference:	39828007	Date:	04/30/22	Discount exp date:	
GL AP account:	302500	Due date:	04/30/22	Payment term:	
307586	Office supplies and expenses - CIT	281.27			
	Totals	281.27	0.00	281.27	281.27
	Totals for CIT	281.27	0.00	281.27	281.27
CLA CliftonLarsonAllen LLP					
Reference:	3224216	Date:	03/31/22	Discount exp date:	
GL AP account:	302500	Due date:	03/31/22	Payment term:	
307440	District Management - Accounting	4,174.80			
	Totals	4,174.80	0.00	4,170.80	4,170.80
	Totals for CliftonLarsonAllen LLP	4,174.80	0.00	4,170.80	4,170.80
NORMA Norma Medina Marin					
Reference:	7	Date:	01/01/22	Discount exp date:	
GL AP account:	302500	Due date:	01/01/22	Payment term:	
307480	Miscellaneous - Norma Medina Marin	1,000.00			
	Totals	1,000.00	0.00	1,000.00	1,000.00

Aerotropolis Area Coordinating Metro District

Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Reference: 8		Date: 02/10/22		Discount exp date:	
GL AP account: 302500		Due date: 02/10/22		Payment term:	
307480	Miscellaneous - Norma Medina Marin	<u>1,000.00</u>			
	Totals	1,000.00	0.00	1,000.00	1,000.00
Reference: 10		Date: 03/10/22		Discount exp date:	
GL AP account: 302500		Due date: 03/10/22		Payment term:	
307480	Miscellaneous - Norma Medina Marin	<u>1,000.00</u>			
	Totals	1,000.00	0.00	1,000.00	1,000.00
Reference: 13		Date: 04/10/22		Discount exp date:	
GL AP account: 302500		Due date: 04/10/22		Payment term:	
307480	Miscellaneous - Norma Medina Marin	<u>1,000.00</u>			
	Totals	1,000.00	0.00	1,000.00	1,000.00
	Totals for Norma Medina Marin	<u>4,000.00</u>	<u>0.00</u>	<u>4,000.00</u>	<u>4,000.00</u>
Orkin	Orkin, 897-Denver Commercial CO				
Reference: 226750454		Date: 03/31/22		Discount exp date:	
GL AP account: 302500		Due date: 03/31/22		Payment term:	
307586	Office supplies and expenses - Orkin, 897-Denver Commercial CO	<u>225.00</u>			
	Totals	225.00	0.00	225.00	225.00
	Totals for Orkin, 897-Denver Commercial CO	<u>225.00</u>	<u>0.00</u>	<u>225.00</u>	<u>225.00</u>
POP	POP Productions LLC				
Reference: 85		Date: 04/30/22		Discount exp date:	
GL AP account: 302500		Due date: 04/30/22		Payment term:	
307821	Landscape, Hardscape & Monumentation - POP Productions LLC	<u>25,000.00</u>			
	Totals	25,000.00	0.00	25,000.00	25,000.00
	Totals for POP Productions LLC	<u>25,000.00</u>	<u>0.00</u>	<u>25,000.00</u>	<u>25,000.00</u>
ROB	Robert Acosta				
Reference: 8		Date: 05/10/22		Discount exp date:	
GL AP account: 302500		Due date: 05/10/22		Payment term:	
307480	Miscellaneous - Robert Acosta	<u>1,000.00</u>			
	Totals	1,000.00	0.00	1,000.00	1,000.00
	Totals for Robert Acosta	<u>1,000.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>1,000.00</u>
Rocky	Rocky Mountain Bottled Water				
Reference: 0299048		Date: 04/30/22		Discount exp date:	
GL AP account: 302500		Due date: 04/30/22		Payment term:	
307586	Office supplies and expenses - Rocky Mountain Bottled Water	<u>56.95</u>			
	Totals	56.95	0.00	56.95	56.95
Reference: 0305567		Date: 04/30/22		Discount exp date:	
GL AP account: 302500		Due date: 04/30/22		Payment term:	
307586	Office supplies and expenses - Rocky Mountain Bottled Water	<u>5.00</u>			
	Totals	5.00	0.00	5.00	5.00

Aerotropolis Area Coordinating Metro District Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
	Totals for Rocky Mountain Bottled Water	<u>61.95</u>	<u>0.00</u>	<u>61.95</u>	<u>61.95</u>
TEL	Telos Online				
Reference:	193752	Date:	06/30/22	Discount exp date:	
GL AP account:	302500	Due date:	06/30/22	Payment term:	
307586	Office supplies and expenses - Telos Online	<u>799.99</u>			
	Totals	<u>799.99</u>	<u>0.00</u>	<u>799.99</u>	<u>799.99</u>
	Totals for Telos Online	<u>799.99</u>	<u>0.00</u>	<u>799.99</u>	<u>799.99</u>
	Company Totals	<u>36,107.30</u>	<u>0.00</u>	<u>36,107.30</u>	<u>36,107.30</u>

AEROTROPOLIS AREA COORDINATING METRO DISTRICT

Schedule of Cash Position

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March 31, 2022

Updated as of

May 13, 2022

	General Fund	Capital Projects Fund	Capital Projects Reserve Fund	Total
<u>First Bank - Checking</u>				
Balance as of 03/31/22	\$ -	\$ 191,667.29	\$ 2,000,000.00	\$ 2,191,667.29
Subsequent activities:				
04/01/22 Aurora Payment 674126	-	(1,186.00)	-	(1,186.00)
04/05/22 Aurora Payment 674286	-	(44,905.75)	-	(44,905.75)
04/11/22 Draw 46 Checks 155-175	-	(3,768,806.73)	-	(3,768,806.73)
04/13/22 Aurora Payment 673172	-	(2,184.00)	-	(2,184.00)
04/14/22 Admin Checks 176-183	-	(26,009.04)	-	(26,009.04)
04/22/22 Requisition No.9- Draw 46	-	2,710,094.24	-	2,710,094.24
04/26/22 Aurora Payment 676219	-	(2,359.00)	-	(2,359.00)
04/27/22 Aurora Payment 628135	-	(16,336.02)	-	(16,336.02)
04/28/22 ARTA Draw 46	-	1,490,830.49	-	1,490,830.49
04/29/22 Insurance Refund	2,075.00	-	-	2,075.00
04/29/22 Aurora Payment 676926 & 675116	-	(178,198.74)	-	(178,198.74)
05/04/22 Aurora Payment 675132 & 675591	-	(25,974.50)	-	(25,974.50)
05/05/22 Aurora Payment 677390	-	(593.00)	-	(593.00)
Anticipated Admin	-	(36,107.30)	-	(36,107.30)
Anticipated Developer Reimbursement - Draw 46, 47	-	5,987.12	-	5,987.12
Transfer from(to) CAB	(2,075.00)	(49,958.35)	-	(52,033.35)
Draw 47 checks	-	(3,517,940.55)	-	(3,517,940.55)
Anticipated Requisition No.11	-	2,965,871.86	-	2,965,871.86
Anticipated ARTA Payment Draw 47	-	409,085.95	-	409,085.95
Anticipated balance	-	102,977.97	2,000,000.00	2,102,977.97
<u>CSAFE</u>				
Balance as of 03/31/22	100.10	40,720.65	-	40,820.75
Subsequent activities:				
04/04/22 Transfer to Zions	-	(37,500.00)	-	(37,500.00)
04/15/22 SDF from Richmond Homes	-	20,000.00	-	20,000.00
04/22/22 SDF from Richmond Homes	-	25,000.00	-	25,000.00
04/30/22 Interest	-	7.51	-	7.51
Anticipated Transfer to CAB	-	(45,000.00)	-	(45,000.00)
Anticipated balance	100.10	3,228.16	-	3,328.26
Anticipated balances:	\$ 100.10	\$ 106,206.13	\$ 2,000,000.00	\$ 2,106,306.23

Yield Information (04/30/22)

C-Safe 0.43%

**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. 47

PREPARED BY:

SCHEDIO GROUP LLC
809 14TH STREET, SUITE A
GOLDEN, COLORADO 80401

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY
STATE OF COLORADO
LICENSE NO. 44349

DATE PREPARED: May 10, 2022

CLIENT NO.: 181106

PROJECT: AACMD (SPINE)

Engineer's Report and Verification of Costs No. 25

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ENGINEER'S REPORT

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VERIFICATION OF CONSTRUCTION	2
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ENGINEER'S VERIFICATION

ENGINEER'S VERIFICATION	4
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EXHIBIT A

SUMMARY OF COSTS REVIEWED	5
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EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED	8
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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 25th deliverable associated with Task Order 01 of the MSA as it pertains to AACMD.

Per the Amended and Restated Capital Construction and Reimbursement Agreement ("CCRA") entered into on December 22, 2021, between The Aurora Highlands Community Authority Board and Aurora Highlands, LLC, a Nevada limited liability company ("Developer"):

Section N: "It is the intent of the CAB that AH LLC continue to be reimbursed for Verified Costs of the Improvements and AH Advances (collectively Verified Costs of the Improvements and AH Advances are referred to herein as "AH Reimbursements"), and to set forth the terms for such reimbursement." See Article II, Section 2.1 of the CCRA for pertaining to AH Reimbursements.

Per the Agreement Regarding Coordination of Facilities Funding for ATEC Development ("ATEC Agreement") entered into on December 22, 2021, between the Aurora Highlands Community Authority Board and Aurora Tech Center Development, LLC ("ATEC"):

Recitals: Section F: "In order for the Property to be developed, the public improvements that are a part of the Long Term Capital Improvement Plan, which includes the public improvements that will support the development of the Property, (the "ATEC Improvements") must be designed, funded, acquired, constructed or installed."

Recitals: Section G: "It is anticipated that the proceeds of CAB Obligations will include, as issued in the discretion of the CAB from time to time, proceeds to be used to fund the ATEC Improvements."

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 \$3,566,534.29 of incurred expenses associated with Draw Request No. 47. Of the \$3,566,534.29 reviewed, Schedio Group verified \$3,563,540.73 as being associated with the design and construction of Public Improvements. Of the verified amount, \$2,906,280.34 is associated with TAH CAB/Spine Costs, \$205,442.44 with AH In Tract Costs, \$42,732.00 with AF ATEC Spine Costs ("ATEC Spine"), and \$409,085.95 with Aerotropolis Regional Transportation Authority Costs ("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 TAH CAB/Spine Costs, AH In Tract Costs and AF ATEC Spine Costs is **\$3,154,454.78**.

For a summary of verified expenses associated with the design and construction of Public Improvements for TAH CAB/Spine Costs, AH In Tract Costs and AF ATEC Spine Costs, please see *Figure 1 – Summary of Verified Expenses for TAH CAB/Spine Costs, AH In Tract Costs and AF ATEC Spine Costs* below and attached *Exhibit A – Summary of Costs Reviewed (by Job Code and by Vendor)*.

	DRAW 47	DEVELOPER DRAW 47	TAH CAB/SPINE & AH IN TRACT DRAW 47			AF ATEC SPINE DRAW 47	TAH CAB/SPINE + AH IN TRACT + AF ATEC SPINE DRAW 47	ARTA DRAW 47	TOTAL DRAW 47
	REVIEWED AMT	PRIVATE AMT	VERIFIED AMT (SPINE)	VERIFIED AMT (IN TRACT)	VERIFIED AMT (SPINE + IN TRACT)	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT
TOTALS -->	\$ 3,566,534.29	\$ 2,993.56	\$ 2,906,280.34	\$ 205,442.44	\$ 3,111,722.78	\$ 42,732.00	\$ 3,154,454.78	\$ 409,085.95	\$ 3,563,540.73

Figure 1 - Summary of Verified Expenses for TAH CAB/Spine Costs, AH In Tract Costs and AF ATEC Spine Costs

DETERMINATION OF PUBLIC PRORATION PERCENTAGE

As final plats are not available for the entire the Aurora Highlands ("AH") 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 AH 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. 47 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 May 5, 2022. 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 47. 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 47. 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 May 10, 2022.

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 November 30, 2020 (date of CTL Thompson Invoice No. 563254) to May 1, 2022 (date of OxBlue Invoice No. 474592), are reasonably valued at **\$3,154,454.78**

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.



May 10, 2022

Timothy A. McCarthy, P.E.

Colorado License No. 44349

EXHIBIT A

SUMMARY OF COSTS REVIEWED

SUMMARY OF COSTS REVIEWED BY JOB CODE

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JOB CODE	JOB CODE DESCRIPTION	TOTAL DRAW 47	DEVELOPER DRAW 47	TAH CAB/SPINE DRAW 47	AH IN TRACT DRAW 47	ARTA DRAW 47	AF ATEC SPINE DRAW 47
101	Overall Project (Non Specific)	\$ 502,106.93	\$ -	\$ 459,524.93	\$ -	\$ -	\$ 42,582.00
104	Engineer's Report and Verification of Costs	\$ 27,826.58	\$ -	\$ 25,094.58	\$ -	\$ 2,732.00	\$ -
140	ISP (Phase 1)	\$ 1,725.00	\$ -	\$ 1,725.00	\$ -	\$ -	\$ -
142	ISP (Phase 3)	\$ 1,422.50	\$ -	\$ 1,422.50	\$ -	\$ -	\$ -
143	ISP (Phase 4)	\$ 6,608.25	\$ -	\$ 6,608.25	\$ -	\$ -	\$ -
144	32nd Avenue Phase 1	\$ 2,230.00	\$ -	\$ 2,230.00	\$ -	\$ -	\$ -
200	Demolition	\$ 493,558.80	\$ -	\$ 493,558.80	\$ -	\$ -	\$ -
204	Monument (Phase 2)	\$ 310.00	\$ -	\$ 310.00	\$ -	\$ -	\$ -
206	26th Ave (E470 - Main St)	\$ 36,761.14	\$ -	\$ -	\$ -	\$ 36,761.14	\$ -
207	26th Avenue (Main Street-Harvest)	\$ 36,761.14	\$ -	\$ -	\$ -	\$ 36,761.14	\$ -
208	26th Ave (Harvest - Powhatan)	\$ 36,761.14	\$ -	\$ -	\$ -	\$ 36,761.14	\$ -
209	26th Avenue (TAH Pkwy-Powhatan)	\$ 36,761.14	\$ -	\$ -	\$ -	\$ 36,761.14	\$ -
210	E470 Interchange (Phase 1)	\$ 13,239.11	\$ -	\$ -	\$ -	\$ 13,239.11	\$ -
211	E470 Interchange (Phase 1.5)	\$ 3,169.11	\$ -	\$ -	\$ -	\$ 3,169.11	\$ -
212	E470 Interchange (Phase 2)	\$ 5,149.61	\$ -	\$ -	\$ -	\$ 5,149.61	\$ -
213	E470 Interchange (Phase 3)	\$ 3,169.12	\$ -	\$ -	\$ -	\$ 3,169.12	\$ -
214	E470 Interchange (Phase 4)	\$ 3,169.12	\$ -	\$ -	\$ -	\$ 3,169.12	\$ -
220	Main St (26th Ave -TAH Pkwy)	\$ (34,639.56)	\$ -	\$ (34,639.56)	\$ -	\$ -	\$ -
221	Main St (TAH Pkwy-42nd Ave)	\$ 52,314.26	\$ -	\$ 52,314.26	\$ -	\$ -	\$ -
230	Denali Blvd (TAH Pkwy to 42nd Ave)	\$ (6,032.88)	\$ -	\$ (6,032.88)	\$ -	\$ -	\$ -
231	Denali Blvd (42nd Ave - 48th Ave)	\$ 39,955.54	\$ -	\$ 39,955.54	\$ -	\$ -	\$ -
232	38th Place (Main St to Denali Blvd)	\$ 244.30	\$ -	\$ 244.30	\$ -	\$ -	\$ -
241	TAH Parkway (Main St-Denali Blvd)	\$ 16,283.05	\$ -	\$ 87,110.85	\$ -	\$ (70,827.80)	\$ -
244	TAH Parkway (30th-26th)	\$ 208,409.24	\$ -	\$ 51,697.87	\$ -	\$ 156,711.37	\$ -
246	38th Ave (Himalaya St to E470) North	\$ 12,178.50	\$ -	\$ -	\$ -	\$ 12,178.50	\$ -
247	38th Ave (Himalaya St to E470) South	\$ 3,878.50	\$ -	\$ -	\$ -	\$ 3,878.50	\$ -
248	38th Pkwy (Powhatan Rd to Monaghan Rd)	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ 150.00
249	38th Pkwy (TAH Pkwy to Powhatan Rd)	\$ 3,581.82	\$ -	\$ 3,581.82	\$ -	\$ -	\$ -
250	42nd Ave (Main St-Denali Blvd)	\$ 57,207.87	\$ -	\$ 57,207.87	\$ -	\$ -	\$ -
251	42nd Ave (Denali Blvd-School)	\$ 74,505.64	\$ -	\$ 74,505.64	\$ -	\$ -	\$ -
252	42nd Ave (School-Reserve Blvd)	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
260	Reserve Blvd (42nd Ave - TAH Pkwy)	\$ 41,316.16	\$ -	\$ 41,316.16	\$ -	\$ -	\$ -
261	Hogan St Park (West Village Ave-TAH Pkwy)	\$ 11.70	\$ -	\$ 11.70	\$ -	\$ -	\$ -
290	I-70 Interchange (Phase 1)	\$ 23,894.30	\$ -	\$ -	\$ -	\$ 23,894.30	\$ -
291	I-70 Interchange (Phase 2)	\$ 30,365.30	\$ -	\$ -	\$ -	\$ 30,365.30	\$ -
292	I-70 Interchange (Phase 3)	\$ 1,725.30	\$ -	\$ -	\$ -	\$ 1,725.30	\$ -
293	I-70 Interchange (Phase 4)	\$ 1,725.30	\$ -	\$ -	\$ -	\$ 1,725.30	\$ -
294	I-70 Interchange (Phase 5)	\$ 18,335.30	\$ -	\$ -	\$ -	\$ 18,335.30	\$ -
300	Powhatan Rd (I-70-26th Ave)	\$ 17,809.08	\$ -	\$ -	\$ -	\$ 17,809.08	\$ -
301	Powhatan Road (26th-38th)	\$ 17,809.08	\$ -	\$ -	\$ -	\$ 17,809.08	\$ -
302	Powhatan Road (38th-48th)	\$ 17,809.09	\$ -	\$ -	\$ -	\$ 17,809.09	\$ -
330	West Village Ave (Main St-26th)	\$ 70,515.00	\$ -	\$ 70,515.00	\$ -	\$ -	\$ -
331	West Village Ave (Hogan St-26th)	\$ 1,008.75	\$ -	\$ 1,008.75	\$ -	\$ -	\$ -
334	Hogan St Park (West Village Ave/TAH Pkwy)	\$ 257,922.03	\$ -	\$ 257,922.03	\$ -	\$ -	\$ -
340	Fultondale Street (42nd-School)	\$ 54,003.70	\$ -	\$ 54,003.70	\$ -	\$ -	\$ -
343	32nd Avenue	\$ 4,617.50	\$ -	\$ 4,617.50	\$ -	\$ -	\$ -
350	Mass Grading	\$ 921,786.15	\$ -	\$ 921,786.15	\$ -	\$ -	\$ -
511	Recreation Center 01 (CSP 1) Pool	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
531	Park 01	\$ 175,457.83	\$ -	\$ 175,457.83	\$ -	\$ -	\$ -
533	Park 03	\$ 16,436.50	\$ -	\$ 16,436.50	\$ -	\$ -	\$ -
546	Open Space PA61	\$ 46,485.25	\$ -	\$ 46,485.25	\$ -	\$ -	\$ -
900	General In-Tract Costs	\$ 65,330.00	\$ -	\$ -	\$ 65,330.00	\$ -	\$ -
901	Filing 01	\$ 5,064.00	\$ 1,580.23	\$ -	\$ -	\$ 3,483.77	\$ -
904	Filing 04	\$ 1,134.00	\$ 471.11	\$ -	\$ -	\$ 662.89	\$ -
910	Filing 10	\$ 1,901.24	\$ 471.11	\$ -	\$ -	\$ 1,430.13	\$ -
911	Filing 11	\$ 3,850.00	\$ -	\$ -	\$ -	\$ 3,850.00	\$ -
913	Filing 13	\$ 56,350.06	\$ -	\$ -	\$ -	\$ 56,350.06	\$ -
915	Filing 15	\$ 26,923.79	\$ -	\$ -	\$ -	\$ 26,923.79	\$ -
916	Filing 16	\$ 47,411.80	\$ -	\$ -	\$ -	\$ 47,411.80	\$ -
917	Filing 17	\$ 471.11	\$ 471.11	\$ -	\$ -	\$ -	\$ -
TOTALS →		\$ 3,566,534.29	\$ 2,993.56	\$ 2,906,280.34	\$ 205,442.44	\$ 409,085.95	\$ 42,732.00

SUMMARY OF COSTS VERIFIED BY VENDOR

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VENDOR	TOTAL DRAW 47	DEVELOPER DRAW 47	TAH CAB/SPINE DRAW 47	AH IN TRACT DRAW 47	ARTA DRAW 47	AF ATEC SPINE DRAW 47
AECOM	\$ 417,961.09	\$ -	\$ 24,455.24	\$ -	\$ 350,923.85	\$ 42,582.00
Aztec Consultants	\$ 6,750.00	\$ -	\$ 6,750.00	\$ -	\$ -	\$ -
Beam, Longest & Neff	\$ 65,104.00	\$ -	\$ -	\$ -	\$ 65,104.00	\$ -
Big West Consulting	\$ 34,810.00	\$ -	\$ 34,810.00	\$ -	\$ -	\$ -
Cage Civil Engineering	\$ 18,365.00	\$ -	\$ 18,365.00	\$ -	\$ -	\$ -
City of Aurora	\$ 48,593.75	\$ -	\$ 47,407.75	\$ 1,186.00	\$ -	\$ -
Clanton & Associates	\$ 3,495.00	\$ -	\$ 2,230.00	\$ -	\$ 1,265.00	\$ -
CTL Thompson	\$ 5,671.00	\$ -	\$ 745.00	\$ 4,926.00	\$ -	\$ -
Dyna Electric	\$ 49,615.88	\$ -	\$ 170,433.08	\$ -	\$ (120,817.20)	\$ -
EV Studio	\$ 160.00	\$ -	\$ 160.00	\$ -	\$ -	\$ -
HR Green	\$ 31,009.00	\$ -	\$ 10,009.13	\$ -	\$ 20,999.87	\$ -
JHL	\$ 2,182,619.49	\$ -	\$ 2,103,638.33	\$ 55,164.06	\$ 23,817.10	\$ -
Matrix	\$ 296,186.66	\$ -	\$ 167,142.72	\$ 129,043.94	\$ -	\$ -
Merrick	\$ 64,308.33	\$ -	\$ 56,822.64	\$ -	\$ 7,485.69	\$ -
Norris Design	\$ 32,992.95	\$ -	\$ 28,577.89	\$ -	\$ 4,415.06	\$ -
OxBlue Corporation	\$ 7,390.00	\$ 2,993.56	\$ -	\$ 4,396.44	\$ -	\$ -
Schedio Group	\$ 38,552.58	\$ -	\$ 25,094.58	\$ 10,726.00	\$ 2,732.00	\$ -
Stormwater Risk Mgmt	\$ 216,699.56	\$ -	\$ 166,607.98	\$ -	\$ 50,091.58	\$ -
Summit Strategies	\$ 46,250.00	\$ -	\$ 43,031.00	\$ -	\$ 3,069.00	\$ 150.00
TOTALS -->	\$ 3,566,534.29	\$ 2,993.56	\$ 2,906,280.34	\$ 205,442.44	\$ 409,085.95	\$ 42,732.00

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)
- Amended and Restated Capital Construction and Reimbursement Agreement by and between The Aurora Highlands Community Authority Board and Aurora Highlands LLC, prepared by McGeady Becher P.C., effective December 22, 2021 (Unexecuted)
- Agreement Regarding Coordination of Facilities Funding for ATEC Development Area between The Aurora Highlands Community Authority Board and Aurora Tech Center Development, LLC, prepared by McGeady Becher P.C., effective December 22, 2021 (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
- AACMD Draw Request No. 42, dated December 8, 2021
- AACMD Draw Request No. 43, dated January 12, 2022
- AACMD Draw Request No. 44, dated February 8, 2022

- AACMD Draw Request No. 45, dated March 7, 2022
- AACMD Draw Request No. 46, dated April 11, 2022
- AACMD Draw Request No. 47, dated May 10, 2022

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

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

IN-TRACT IMPROVEMENTS
IN TRACT HOME BUILDER EXPENSES**

PREPARED BY:

SCHEDIO GROUP LLC
809 14TH STREET, SUITE A
GOLDEN, COLORADO 80401

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY
STATE OF COLORADO
LICENSE NO. 44349

DATE PREPARED: May 10, 2022

CLIENT NO.: 181106

PROJECT: AAMCD (IN-TRACT)

Engineer's Report and Verification of Costs No. 7

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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 "CAB") on December 11, 2018. The purpose of this Engineer's Report and Verification of Costs Associated with Public Improvements ("Report") is to identify costs commonly referred to as "In-Tract Expenses" that are eligible to be paid for by Series B bonds. This Report is the 7th deliverable associated with the MSA.

The Capital Construction and Reimbursement Agreement (In-Tract Improvements) between The Aurora Highlands Community Authority Board ("CAB") and Aurora Highlands, LLC ("Developer") entered into June 24, 2020, states "The Developer intends to enter into a Waiver and Release of Reimbursement Rights agreement with every Builder pursuant to which the Builder will agree to separately design, construct, and fund certain of the IN-Tract Improvements..."

The Waiver and Release of Reimbursement Rights between The Aurora Highlands Community Authority Board ("CAB"), Aurora Highlands, LLC ("Developer") and Pulte Home Company, LLC ("Pulte Homes" and "Builder") states "The Builder hereby irrevocably and perpetually consents, grants, transfers and pledges to the Developer all right, title and interest of the Builder, in and to any reimbursement of costs incurred in the planning, design, engineering, testing, construction, and installation of the In-Tract Improvements..."

The Waiver and Release of Reimbursement Rights between The Aurora Highlands Community Authority Board ("CAB"), Aurora Highlands, LLC ("Developer") and Richmond American Homes of Colorado, Inc. ("Builder") states "The Builder hereby irrevocably and perpetually consents, grants, transfers and pledges to the Developer all right, title and interest of the Builder, in and to any reimbursement of costs incurred in the planning, design, engineering, testing, construction, and installation of the In-Tract Improvements..."

As a result of the three agreements referenced above, reimbursements associated with costs verified herein as associated with the design and construction of In-Tract Public Improvements will be reimbursed by the CAB to the Developer.

SUMMARY OF FINDINGS

To date, Schedio Group has reviewed a total of \$39,796,987.80 of incurred expenses associated with In-Tract Improvements. Of the \$39,796,987.80 reviewed, Schedio Group has verified \$22,559,139.55 as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, the Total Verified Public Amount eligible for reimbursements from the CAB to the Developer, to date, is \$22,559,139.55.

Per *The Aurora Highlands Community Authority Board and Aerotropolis Area Coordinating Metropolitan District – Engineer's Report and Verification of Costs Associated with Public Improvements No. 6*, prepared by Schedio Group LLC and dated April 11, 2022 ("ERVC6"), Schedio Group reviewed a total of \$35,850,910.41 of incurred expenses associated with In-Tract Improvements. The total amount reviewed for ERVC6 has been revised to \$32,997,962.42. This revision was necessary as several invoices in ERVC6 lacked proofs of payments at the time that ERVC6 was finalized but have been made available

for this Report. Of the \$32,997,962.42 reviewed, Schedio Group had verified \$19,270,032.63 as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, in prior reports, the Total Verified Public Amount eligible for reimbursement from the CAB to the Developer was \$19,270,032.63.

Regarding this Report, Schedio Group has reviewed \$6,799,025.39 of incurred expenses associated with In-Tract Improvements from the following sources:

Bridgewater Homes	in the amount of	\$ 994,979.38
Pulte Homes	in the amount of	\$ 393,750.25
Richmond American Homes	in the amount of	\$ 2,250.00
Taylor Morrison	in the amount of	\$ 646,437.58
TriPointe Homes	in the amount of	\$ 4,761,608.17

Of the \$6,799,025.39 reviewed, Schedio Group has verified \$3,289,107.32 as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, the Total Verified Public Amount eligible for reimbursement from the CAB to the Developer is **\$3,289,107.32**. See *Figure 1 – Summary of Verified In-Tract Public Improvements Segregated by Source* and *Figure 2 – Summary of Verified Soft, Indirect, and Hard Costs Segregated by Service Plan Category* below.

SOURCE	TOT VER PUB AMT	PREV VER PUB AMT	CUR VER PUB AMT
DRAWS			
Draws 1-30 (Revised) + Past Expenses	\$ 479,621.06	\$ 479,621.06	\$ -
Draws 31-40	\$ 171,365.34	\$ 171,365.34	\$ -
Draw 41 (Ver No. 3)	\$ 11,005.98	\$ 11,005.98	\$ -
HOME BUILDER EXPENSES			
Bridgewater Homes - Ver No. 5 - Filing 10	\$ 4,079.19	\$ 4,079.19	\$ -
Bridgewater Homes - Ver No. 6 - Filing 10	\$ 181,699.56	\$ 181,699.56	\$ -
Bridgewater Homes - Ver No. 7 - Filing 10	\$ 1,965,275.26	\$ -	\$ 1,965,275.26
Pulte Homes - All Filings - Ver No. 2 - All Filings	\$ 845,937.86	\$ 845,937.86	\$ -
Pulte Homes - All Filings - Ver No. 4 - All Filings	\$ 3,034,197.91	\$ 3,034,197.91	\$ -
Pulte Homes - All Filings - Ver No. 5 - All Filings	\$ 46,333.14	\$ 46,333.14	\$ -
Pulte Homes - All Filings - Ver No. 6 - All Filings	\$ 14,018.84	\$ 14,018.84	\$ -
Pulte Homes - All Filings - Ver No. 7 - All Filings	\$ 704,974.11	\$ -	\$ 704,974.11
Richmond American Homes - Ver No. 1 - All Filings	\$ 4,978,906.39	\$ 4,978,906.39	\$ -
Richmond American Homes - Ver No. 2 - All Filings	\$ 4,045,673.57	\$ 4,045,673.57	\$ -
Richmond American Homes - Ver No. 3 - All Filings	\$ 1,105,658.04	\$ 1,105,658.04	\$ -
Richmond American Homes - Ver No. 4 - All Filings	\$ 1,319,424.28	\$ 1,319,424.28	\$ -
Richmond American Homes - Ver No. 5 - All Filings	\$ 1,017,028.34	\$ 1,017,028.34	\$ -
Richmond American Homes - Ver No. 6 - All Filings	\$ 400,428.43	\$ 400,428.43	\$ -
Richmond American Homes - Ver No. 7 - All Filings	\$ 2,250.00	\$ -	\$ 2,250.00
Taylor Morrison - Ver No. 6 - Filing 15	\$ 1,614,654.70	\$ 1,614,654.70	\$ -
Taylor Morrison - Ver No. 7 - Filing 15	\$ 17,646.28	\$ -	\$ 17,646.28
TriPointe Homes - Ver No. 7 - Filing 16	\$ 598,961.67	\$ -	\$ 598,961.67
TOTALS -->	\$ 22,559,139.95	\$ 19,270,032.63	\$ 3,289,107.32

Figure 1 - Summary of Verified In-Tract Public Improvements Segregated by Source

	TOTAL AMT VERIFIED (Verification Nos. 1 through 7)	PREVIOUS AMT VERIFIED (Verification Nos. 1 & 6)	CURRENT AMT VERIFIED (Verification No. 7)
SOFT AND INDIRECT COSTS			
Streets	\$ 864,608.52	\$ 735,214.98	\$ 129,393.54
Water	\$ 617,807.93	\$ 492,062.62	\$ 125,745.31
Sanitary Sewer	\$ 640,228.64	\$ 515,422.03	\$ 124,806.61
Parks and Recreation	\$ 654,397.50	\$ 527,321.46	\$ 127,076.04
TOTAL SOFT AND INDIRECT COSTS -->	\$ 2,777,042.59	\$ 2,270,021.09	\$ 507,021.49
HARD COSTS			
Streets	\$ 9,681,509.10	\$ 9,095,759.58	\$ 585,749.51
Water	\$ 3,789,780.48	\$ 3,103,359.51	\$ 686,420.98
Sanitary Sewer	\$ 3,925,644.94	\$ 2,905,292.32	\$ 1,020,352.62
Parks and Recreation	\$ 2,385,162.85	\$ 1,895,600.13	\$ 489,562.71
TOTAL HARD COSTS -->	\$ 19,782,097.37	\$ 17,000,011.54	\$ 2,782,085.83
SOFT AND INDIRECT + HARD COSTS			
Streets	\$ 10,546,117.62	\$ 9,830,974.56	\$ 715,143.06
Water	\$ 4,407,588.41	\$ 3,595,422.13	\$ 812,166.28
Sanitary Sewer	\$ 4,565,873.57	\$ 3,420,714.35	\$ 1,145,159.23
Parks and Recreation	\$ 3,039,560.35	\$ 2,422,921.59	\$ 616,638.76
TOTAL SOFT AND INDIRECT + HARD COSTS -->	\$ 22,559,139.95	\$ 19,270,032.63	\$ 3,289,107.32

Figure 2 - Summary of Verified Soft, Indirect, and Hard Costs Segregated by Service Plan Category

As a result, Schedio Group recommends that **\$3,289,107.32** be reimbursed from the CAB to the Developer.

DETERMINATION OF PUBLIC PRORATION PERCENTAGES

The ratio of Total Public Area to Total Area yields a Public Proration Percentage that can be applied to select costs with both public and private components. Areas were taken directly from or derived from the plats. See *Figure 3 – Determination of Public Proration Percentages* below.

FILING	TOTAL OVERALL AREA	TOTAL PRIVATE AREA	% PRI	TOTAL PUBLIC AREA	% PUB
The Aurora Highlands Subdivision Filing No. 01	1,959,280	631,998	32.26%	1,327,282	67.74%
The Aurora Highlands Subdivision Filing No. 02	2,595,570	1,328,476	51.18%	1,267,094	48.82%
The Aurora Highlands Subdivision Filing No. 04	180,302	84,729	46.99%	95,573	53.01%
The Aurora Highlands Subdivision Filing No. 05	676,744	308,421	45.57%	368,323	54.43%
The Aurora Highlands Subdivision Filing No. 06	370,093	220,301	59.53%	149,792	40.47%
The Aurora Highlands Subdivision Filing No. 08	1,640,462	1,022,831	62.35%	659,722	40.22%
The Aurora Highlands Subdivision Filing No. 10	2,699,670	1,449,009	53.67%	1,250,661	53.67%
The Aurora Highlands Subdivision Filing No. 11	675,049	-	0.00%	675,049	100.00%
The Aurora Highlands Subdivision Filing No. 13	93,316	93,316	100.00%	-	0.00%
The Aurora Highlands Subdivision Filing No. 14	2140418	1253024	58.54%	887394	41.46%
The Aurora Highlands Subdivision Filing No. 16	3069264	1942984	63.30%	1126280	36.70%

Figure 3 - Determination of Public Proration Percentages

Public Proration Percentages were calculated and applied as deemed appropriate by Schedio Group.

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

Schedio Group verified proofs of payments totaling \$6,773,358.47 associated with costs reviewed in this Report. Of the \$6,773,358.47 in verified payments, \$3,289,107.32 is associated with the design and construction of Public Improvements.

VERIFICATION OF CONSTRUCTION

Schedio Group LLC performed a site visit on May 5, 2022. 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.

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 Public Improvements of similar type and function as those described in the attached Engineer's Report dated May 10, 2022.

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 In-Tract 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 In-Tract Public Improvements considered in the attached Engineer's Report, from February 2019 to April 2022 are reasonably valued at **\$3,289,107.32**.

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 In-Tract 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 Developer Reimbursement by The Aurora Highlands Community Authority Board to Aurora Highlands, LLC.

Schedio Group recommends reimbursement from The Aurora Highlands Community Authority Board to Aurora Highlands, LLC in the amount of \$3,289,107.32 related to:

- The Aurora Highlands In-Tract Public Improvements in the amount of \$3,289,107.32.



May 10, 2022

Timothy A. McCarthy, P.E.

Colorado License No. 44349

EXHIBIT A

SUMMARY OF COSTS REVIEWED

SUMMARY OF COSTS REVIEWED

The Aurora Highlands In Tract Expenses
In Tract Expenses - Verification No. 7

The Aurora Highlands Tract Expenses																										1/4 Splits					25.00%					25.00%					25.00%					25.00%				
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SUMMARY OF COSTS REVIEWED

VER#	TYPE	FLING	SOURCE	VENDOR	DESCRIPTION	INV#NO	INV DATE	\$ INV AMT	REPLY/COMP/DISC	FINAL INV AMT	CL# NO	PRC RATE	PMT AMT	PAYOR	DATE CLEARED	VER PCT AMT	% PCT	PMT AMT	% PCT	PUB AMT	PREV AMT	AMT REV BY PPP	CHANGE	CUR VER PCT AMT	STREETS	WATER	SANITATION	PARKS & REC
1	Soft	FLING 01	RAH	CTL Thompson	Phase 1 Environmental & Bio Assessment	132409	12/31/19	\$ 4,300.00	-	\$ 4,300.00	110848	01/15/20	\$ 4,300.00	RAH	01/22/20	\$ 4,300.00	32.26%	\$ 1,387.04	67.74%	\$ 2,912.96	\$ -	\$ -	\$ -	\$ 2,912.96	\$ 728.24	\$ -	\$ -	\$ 728.24
2	Soft	FLING 01	RAH	HR Green Development	181259 Aurora Highlands	132409	12/31/19	\$ 43,640.00	-	\$ 43,640.00	Multiple	Multiple	\$ 43,640.00	RAH	Multiple	\$ 43,640.00	43.90%	\$ 18,285.01	56.10%	\$ 25,355.99	\$ -	\$ -	\$ -	\$ 25,355.99	\$ 7,238.85	\$ 6,038.85	\$ 6,038.85	\$ 6,038.85
2	Hard	FLING 01	RAH	RAH	Tah Filing 1,500 P&H 20155	Multiple	Multiple	\$ 3,532.70	-	\$ 3,532.70	Multiple	Multiple	\$ 3,532.70	RAH	Multiple	\$ 3,532.70	100.00%	\$ 3,532.70	100.00%	\$ 3,532.70	\$ -	\$ -	\$ -	\$ 3,532.70	\$ 1,488.18	\$ 1,488.18	\$ 1,488.18	\$ 1,488.18
2	Hard	FLING 01	RAH	Page Specialist Inc	Concrete Pad and Mailbox Curbout	33237	11/19/20	\$ 11,627.40	-	\$ 11,627.40	112510	12/18/20	\$ 11,627.40	RAH	12/24/20	\$ 11,627.40	0.00%	\$ -	100.00%	\$ 11,627.40	\$ -	\$ -	\$ -	\$ 11,627.40	\$ -	\$ -	\$ -	\$ -
2	Hard	FLING 01	RAH	Protections Professional Electrical Systems Inc	Aurora Highlands - Street Lighting Filing 1	Multiple	Multiple	\$ 379,493.00	-	\$ 379,493.00	Multiple	Multiple	\$ 379,493.00	RAH	Multiple	\$ 379,493.00	0.00%	\$ -	100.00%	\$ 379,493.00	\$ -	\$ -	\$ -	\$ 379,493.00	\$ 94,873.25	\$ 94,873.25	\$ 94,873.25	\$ 94,873.25
1	Soft	FLING 01	RAH	Raspart Consulting Services	Dry Utility Consulting	1812	07/12/20	\$ 828.75	-	\$ 828.75	1812	08/07/20	\$ 828.75	RAH	08/14/20	\$ 828.75	100.00%	\$ 828.75	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 828.75	\$ -	\$ -	\$ -	\$ -
2	Soft	FLING 01	RAH	State of CO Dept of Public Health & Environment	Modification fee for Permit CON09244 TAH Filing 1	WC2111073728	06/11/21	\$ 88.00	-	\$ 88.00	115151	07/23/21	\$ 88.00	RAH	07/28/21	\$ 88.00	32.26%	\$ 28.39	67.74%	\$ 59.61	\$ -	\$ -	\$ -	\$ 59.61	\$ 14.90	\$ 14.90	\$ 14.90	\$ 14.90
2	Soft	FLING 02	RAH	AG Wassenar	201006 TAH Filing 1 Aurora Blvd and 45th Avenue	201006	11/30/20	\$ 720.00	-	\$ 720.00	121582	12/23/20	\$ 720.00	RAH	01/15/21	\$ 720.00	32.26%	\$ 235.13	67.74%	\$ 493.85	\$ -	\$ -	\$ -	\$ 493.85	\$ 123.46	\$ 123.46	\$ 123.46	\$ 123.46
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	03/13/21	\$ 8,898.00	-	\$ 8,898.00	ACH 12603	03/15/20	\$ 8,898.00	RAH	03/15/20	\$ 8,898.00	51.18%	\$ 3,530.56	48.82%	\$ 5,367.44	\$ -	\$ -	\$ -	\$ 5,367.44	\$ 941.86	\$ 941.86	\$ 941.86	\$ 941.86
2	Soft	FLING 02	RAH	AG Wassenar	201006 TAH Filing 1 Aurora Blvd and 45th Avenue	201006	02/28/21	\$ 1,301.00	-	\$ 1,301.00	ACH 13603	03/29/21	\$ 1,301.00	RAH	03/29/21	\$ 1,301.00	32.26%	\$ 419.66	67.74%	\$ 881.34	\$ -	\$ -	\$ -	\$ 881.34	\$ 220.34	\$ 220.34	\$ 220.34	\$ 220.34
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	02/28/21	\$ 9,717.00	-	\$ 9,717.00	ACH 13603	03/29/21	\$ 9,717.00	RAH	03/29/21	\$ 9,717.00	51.18%	\$ 4,973.40	48.82%	\$ 4,743.60	\$ -	\$ -	\$ -	\$ 4,743.60	\$ 1,185.90	\$ 1,185.90	\$ 1,185.90	\$ 1,185.90
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	03/03/21	\$ 1,700.00	-	\$ 1,700.00	ACH 13603	03/29/21	\$ 1,700.00	RAH	03/29/21	\$ 1,700.00	51.18%	\$ 871.13	48.82%	\$ 828.87	\$ -	\$ -	\$ -	\$ 828.87	\$ 207.72	\$ 207.72	\$ 207.72	\$ 207.72
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	03/31/21	\$ 6,885.00	-	\$ 6,885.00	ACH 15687	05/03/21	\$ 6,885.00	RAH	05/03/21	\$ 6,885.00	51.18%	\$ 4,957.02	48.82%	\$ 4,727.98	\$ -	\$ -	\$ -	\$ 4,727.98	\$ 1,182.00	\$ 1,182.00	\$ 1,182.00	\$ 1,182.00
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	02/23/21	\$ 6,750.00	-	\$ 6,750.00	ACH 15687	05/03/21	\$ 6,750.00	RAH	05/03/21	\$ 6,750.00	51.18%	\$ 4,947.34	48.82%	\$ 4,702.66	\$ -	\$ -	\$ -	\$ 4,702.66	\$ 1,182.00	\$ 1,182.00	\$ 1,182.00	\$ 1,182.00
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	04/30/21	\$ 7,951.00	-	\$ 7,951.00	ACH 17376	05/24/21	\$ 7,951.00	RAH	05/24/21	\$ 7,951.00	51.18%	\$ 3,985.26	48.82%	\$ 3,965.74	\$ -	\$ -	\$ -	\$ 3,965.74	\$ 926.44	\$ 926.44	\$ 926.44	\$ 926.44
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	04/30/21	\$ 8,898.00	-	\$ 8,898.00	ACH 17376	05/24/21	\$ 8,898.00	RAH	05/24/21	\$ 8,898.00	51.18%	\$ 5,066.04	48.82%	\$ 4,831.96	\$ -	\$ -	\$ -	\$ 4,831.96	\$ 1,207.99	\$ 1,207.99	\$ 1,207.99	\$ 1,207.99
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	04/30/21	\$ 1,878.00	-	\$ 1,878.00	ACH 17376	05/24/21	\$ 1,878.00	RAH	05/24/21	\$ 1,878.00	51.18%	\$ 1,031.36	48.82%	\$ 846.64	\$ -	\$ -	\$ -	\$ 846.64	\$ 241.16	\$ 241.16	\$ 241.16	\$ 241.16
2	Soft	FLING 02	RAH	AG Wassenar	201006 TAH Filing 1 Aurora Blvd and 45th Avenue	201006	04/30/21	\$ 1,745.00	-	\$ 1,745.00	ACH 17376	05/24/21	\$ 1,745.00	RAH	05/24/21	\$ 1,745.00	32.26%	\$ 567.48	67.74%	\$ 1,182.12	\$ -	\$ -	\$ -	\$ 1,182.12	\$ 295.53	\$ 295.53	\$ 295.53	\$ 295.53
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	05/31/21	\$ 9,953.50	-	\$ 9,953.50	ACH 19986	07/02/21	\$ 9,953.50	RAH	07/02/21	\$ 9,953.50	30.18%	\$ 5,094.44	48.82%	\$ 4,859.06	\$ -	\$ -	\$ -	\$ 4,859.06	\$ 1,214.76	\$ 1,214.76	\$ 1,214.76	\$ 1,214.76
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	05/31/21	\$ 4,518.00	-	\$ 4,518.00	ACH 19986	07/02/21	\$ 4,518.00	RAH	07/02/21	\$ 4,518.00	51.18%	\$ 2,332.42	48.82%	\$ 2,205.58	\$ -	\$ -	\$ -	\$ 2,205.58	\$ 551.39	\$ 551.39	\$ 551.39	\$ 551.39
2	Soft	FLING 02	RAH	AG Wassenar	201006 TAH Filing 1 Aurora Blvd and 45th Avenue	201006	05/31/21	\$ 309.00	-	\$ 309.00	ACH 19986	07/02/21	\$ 309.00	RAH	07/02/21	\$ 309.00	32.26%	\$ 99.67	67.74%	\$ 209.33	\$ -	\$ -	\$ -	\$ 209.33	\$ 52.33	\$ 52.33	\$ 52.33	\$ 52.33
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	06/29/21	\$ 2,780.00	-	\$ 2,780.00	ACH 20972	06/29/21	\$ 2,780.00	RAH	06/29/21	\$ 2,780.00	100.00%	\$ 2,780.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 2,780.00	\$ -	\$ -	\$ -	\$ -
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	06/29/21	\$ 16,500.00	-	\$ 16,500.00	ACH 21901	08/02/21	\$ 16,500.00	RAH	08/02/21	\$ 16,500.00	51.18%	\$ 8,445.10	48.82%	\$ 8,054.90	\$ -	\$ -	\$ -	\$ 8,054.90	\$ 2,013.72	\$ 2,013.72	\$ 2,013.72	\$ 2,013.72
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	06/30/21	\$ 9,876.00	-	\$ 9,876.00	ACH 21901	08/02/21	\$ 9,876.00	RAH	08/02/21	\$ 9,876.00	51.18%	\$ 5,054.78	48.82%	\$ 4,821.22	\$ -	\$ -	\$ -	\$ 4,821.22	\$ 1,205.31	\$ 1,205.31	\$ 1,205.31	\$ 1,205.31
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	06/30/21	\$ 9,994.00	-	\$ 9,994.00	ACH 21901	08/02/21	\$ 9,994.00	RAH	08/02/21	\$ 9,994.00	51.18%	\$ 5,115.17	48.82%	\$ 4,878.83	\$ -	\$ -	\$ -	\$ 4,878.83	\$ 1,210.71	\$ 1,210.71	\$ 1,210.71	\$ 1,210.71
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	06/30/21	\$ 3,559.00	-	\$ 3,559.00	ACH 21901	08/02/21	\$ 3,559.00	RAH	08/02/21	\$ 3,559.00	51.18%	\$ 1,821.48	48.82%	\$ 1,737.52	\$ -	\$ -	\$ -	\$ 1,737.52	\$ 444.35	\$ 444.35	\$ 444.35	\$ 444.35
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	07/27/21	\$ 5,800.00	-	\$ 5,800.00	ACH 23807	07/27/21	\$ 5,800.00	RAH	07/27/21	\$ 5,800.00	51.18%	\$ 2,968.38	48.82%	\$ 2,831.62	\$ -	\$ -	\$ -	\$ 2,831.62	\$ 707.85	\$ 707.85	\$ 707.85	\$ 707.85
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	07/27/21	\$ 9,977.00	-	\$ 9,977.00	ACH 23807	07/27/21	\$ 9,977.00	RAH	07/27/21	\$ 9,977.00	51.18%	\$ 5,106.47	48.82%	\$ 4,870.53	\$ -	\$ -	\$ -	\$ 4,870.53	\$ 1,217.63	\$ 1,217.63	\$ 1,217.63	\$ 1,217.63
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	07/31/21	\$ 5,780.00	-	\$ 5,780.00	ACH 23807	07/27/21	\$ 5,780.00	RAH	07/27/21	\$ 5,780.00	51.18%	\$ 2,962.95	48.82%	\$ 2,826.05	\$ -	\$ -	\$ -	\$ 2,826.05	\$ 706.51	\$ 706.51	\$ 706.51	\$ 706.51
2	Soft	FLING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	212006	08/14/21	\$ 5,600.00	-	\$ 5,600.00	ACH 23807	07/27/21	\$ 5,600.00	RAH	07/27/21	\$ 5,600.00	51.18%	\$ 2,866.22	48.82%	\$ 2,738.78	\$ -	\$ -	\$ -	\$ 2,738.78	\$ 683.45	\$ 683.45	\$ 683.45	\$ 683.45
2	Soft	FLING 02	RAH	Antec Consultants	Aurora Highlands CSP - 64-2512546	Multiple	Multiple	\$ 64,251.24	-	\$ 64,251.24	Multiple	Multiple	\$ 64,251.24	RAH	Multiple	\$ 64,251.24	32.26%	\$ 20,854.46	67.74%	\$ 43,396.78	\$ -	\$ -	\$ -	\$ 43,396.78	\$ 11,077.89	\$ 11,077.89	\$ 11,077.89	\$ 11,077.89
2	Hard	FLING 02	RAH	Bernas Construction	21420-72 Aurora Highlands Filing 2	Multiple	Multiple	\$ 109,074.51	-	\$ 109,074.51	Multiple	Multiple	\$ 109,074.51	RAH	Multiple	\$ 109,074.51	32.26%	\$ 35,152.01	67.74%	\$ 73,922.50	\$ -	\$ -	\$ -	\$ 73,922.50	\$ 18,847.71	\$ 18,847.71	\$ 18,847.71	\$ 18,847.71
2	Hard	FLING 02	RAH	Bernas Construction	21420-72 Aurora Highlands Filing 2	Multiple	Multiple	\$ 1,283,259.86	-	\$ 1,283,259.86	Multiple	Multiple	\$ 1,283,259.86	RAH	Multiple	\$ 1,283,259.86	51.18%	\$ 652,850.08	48.82%	\$ 630,409.78	\$ -	\$ -	\$ -	\$ 630,409.78	\$ 160,595.41	\$ 160,595.41	\$ 160,595.41	\$ 160,595.41
2	Soft	FLING 02	RAH	City of Aurora	Civil Plans Review	604585	04/10/20	\$ 42,375.00	-	\$ 42,375.00	604585	04/10/20	\$ 42,375.00	RAH	07/06/20	\$ 42,375.00	100.00%	\$ 42,375.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 42,375.00	\$ -	\$ -	\$ -	\$ -
2	Soft	FLING 02	RAH	City of Aurora	Storm Drain Development Fee	605521	04/23/20	\$ 76,469.94	-	\$ 76,469.94	112352	11/05/20	\$ 76,469.94	RAH	11/13/20	\$ 76,469.94	0.00%	\$ -	100.00%	\$ 76,469.94	\$ -	\$ -	\$ -	\$ 76,469.94	\$ -	\$ -	\$ -	\$ -
2	Soft	FLING 02	RAH	City of Aurora	TAH Preliminary Plan No. 6 and Final Plat	607656	05/20/20	\$ 16,130.40	-	\$ 16,130.40	111842	07/29/20	\$ 16,130.40	RAH	08/11/20	\$ 16,130.40	59.52%	\$ 9,601.76	40.47%	\$ 6,528.64	\$ -	\$ -	\$ -	\$ 6,528.64	\$ 1,632.16	\$ 1,632.16	\$ 1,632.16	\$ 1,632.16
2	Soft	FLING 02	RAH	City of Aurora	Master License Assessment	608909	06/02/20	\$ 2,415.00	-	\$ 2,415.00	112033	08/10/20	\$ 2,415.00	RAH	08/11/20	\$ 2,415.00	100.00%	\$ 2,415.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 2,415.00	\$ -	\$ -	\$ -	\$ -
2	Soft	FLING 02	RAH	City of Aurora	Irrigation Plan Fee	616793	08/29/20	\$ 4,050.00	-	\$ 4,050.00	112078	09/01/20	\$ 4,050.00	RAH	09/08/20	\$ 4,050.00	100.00%	\$ 4,050.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 4,050.00	\$ -	\$ -	\$ -	\$ -
2	Soft	FLING 02	RAH	City of Aurora	Master Plan Difference	623835	08/29/20	\$																				

SUMMARY OF COSTS REVIEWED

VER#	TYPE	FLING	SOURCE	VENDOR	DESCRIPTION	INV#	INV DATE	INV AMT	REV/CORR/DISC	FINAL INV AMT	CL#	NO	PAID DATE	PAID AMT	PAYOR	DATE CLEARED	VER PAID AMT	% PAID	% R/P	PUB AMT	PREV AMT	AMT REV BY PPP	CHANGE	CUR VER PAID AMT	PUR AMT	STREETS	WATER	SANITATION	PARKS & REC	
2	Soft	FLING 08	Pulte	Fore and Sons, Inc.	TAH: Filings 4, 5, & 13 Earthwork	MULTIPLE	MULTIPLE	\$ 96,850.35	-	\$ 96,850.35	Vendor Stmt	MULTIPLE	\$ 871,972.74	Pulte	MULTIPLE	\$ 871,972.74	85.53%	\$ 745,822.24	14.47%	\$ 126,150.49	-	-	-	\$ 126,150.49	-	\$ 16,838.94	-	\$ 40,723.05		
2	Soft	FLING 08	Pulte	HR Green Development	Project No. 201684	MULTIPLE	MULTIPLE	\$ 107,800.35	-	\$ 107,800.35	Vendor Stmt	MULTIPLE	\$ 114,646.65	Pulte	MULTIPLE	\$ 114,646.65	83.84%	\$ 97,969.13	36.66%	\$ 39,331.22	-	-	-	\$ 39,331.22	-	\$ 9,832.81	-	\$ 9,832.81		
2	Soft	FLING 10	DRAWS 31-40	City of Aurora	City of Aurora - Filings 10 Plan Review Fees - Masonry Wall, Metal Fence, Chain and Bollards	MULTIPLE	MULTIPLE	\$ 611.00	-	\$ 611.00	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 611.00	PAID THROUGH DRAW	PAID THROUGH DRAW	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 611.00	100.00%	\$ 611.00	-	-	-	\$ 611.00	-	\$ 54.00	-	\$ 54.00		
2	Hard	FLING 10	DRAWS 31-40	JHL Constructors	Bridgewater Filing No. 10 Utilities (Excluding Dry Utilities)	90030	08/18/21	\$ 9,180.00	-	\$ 9,180.00	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 9,180.00	CAB	PAID THROUGH DRAW	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 9,180.00	100.00%	\$ 9,180.00	-	-	-	\$ 9,180.00	-	\$ 3,060.00	-	\$ 3,060.00		
2	Hard	FLING 10	DRAWS 31-40	JHL Constructors	Bridgewater Filing No. 10 Utilities (Excluding Dry Utilities)	90035	09/29/21	\$ 10,634.00	-	\$ 10,634.00	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 10,634.00	CAB	PAID THROUGH DRAW	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 10,634.00	100.00%	\$ 10,634.00	-	-	-	\$ 10,634.00	-	\$ 3,544.67	-	\$ 3,544.67		
2	Soft	FLING 11	DRAWS 31-40	City of Aurora	Filing 11 Plan Review Fees - 11 Street	613687	01/27/21	\$ 19,395.20	-	\$ 19,395.20	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 19,395.20	CAB	PAID THROUGH DRAW	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 19,395.20	100.00%	\$ 19,395.20	-	-	-	\$ 19,395.20	-	\$ 19,395.20	-	\$ 19,395.20		
2	Soft	FLING 11	DRAWS 31-40	City of Aurora	Filing 11 Plan Review Fees - H Street	636643	03/18/21	\$ 20,335.00	-	\$ 20,335.00	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 20,335.00	CAB	PAID THROUGH DRAW	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 20,335.00	100.00%	\$ 20,335.00	-	-	-	\$ 20,335.00	-	\$ 20,335.00	-	\$ 20,335.00		
2	Soft	FLING 11	DRAWS 31-40	City of Aurora	Filing 11 Plan Review Fees - Sidewalk, Pond Access, Landscape Island	641987	07/20/21	\$ 564.00	-	\$ 564.00	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 564.00	CAB	PAID THROUGH DRAW	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 564.00	100.00%	\$ 564.00	-	-	-	\$ 564.00	-	\$ 564.00	-	\$ 564.00		
2	Soft	FLING 13	Pulte	Antec Consultants	164721-02 Aurora Highlands Filing 4-13	113089	07/20/21	\$ 1,538.56	-	\$ 1,538.56	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 1,538.56	Pulte	MULTIPLE	\$ 1,538.56	73.33%	\$ 1,113.44	26.66%	\$ 405.13	-	-	-	\$ 405.13	-	\$ 90.60	-	\$ 100.47		
2	Hard	FLING 13	Pulte	Fore and Sons, Inc.	TAH: Filings 4, 5, & 13 Earthwork	MULTIPLE	MULTIPLE	\$ 55,112.53	5,511.25	\$ 49,601.28	Vendor Stmt	MULTIPLE	\$ 49,601.28	Pulte	MULTIPLE	\$ 49,601.28	85.53%	\$ 42,425.33	14.47%	\$ 7,175.94	-	-	-	\$ 7,175.94	-	\$ 2,043.72	-	\$ 957.87		
2	Soft	FLING 13	Pulte	HR Green Development	Project No. 201684	MULTIPLE	MULTIPLE	\$ 7,276.89	-	\$ 7,276.89	Vendor Stmt	MULTIPLE	\$ 6,524.56	Pulte	MULTIPLE	\$ 6,524.56	99.91%	\$ 7,276.12	0.09%	\$ 6.77	-	-	-	\$ 6.77	-	\$ 1.69	-	\$ 1.69		
2	Soft	FLING 14	RAH	Norris Design, Inc.	TAH: Filing 14 - Preliminary Plat 0061-01-2622	MULTIPLE	MULTIPLE	\$ 15,917.60	-	\$ 15,917.60	MULTIPLE	MULTIPLE	\$ 15,917.60	RAH	MULTIPLE	\$ 15,917.60	86.54%	\$ 9,318.34	41.60%	\$ 6,599.26	-	-	-	\$ 6,599.26	-	\$ 1,649.82	-	\$ 1,649.82		
2	Soft	FLING 16	DRAWS 31-40	City of Aurora	Filing 16 Plan Review Fees - Metal Fencing, Landscape Island, Monument, St. Sewer	647175	07/02/21	\$ 564.00	-	\$ 564.00	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 564.00	CAB	PAID THROUGH DRAW	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 564.00	100.00%	\$ 564.00	-	-	-	\$ 564.00	-	\$ 282.00	-	\$ 282.00		
2	Soft	FLING 16	DRAWS 31-40	Schedo Group	Schedo Group - In Tract Improvements	16106-0715	02/02/21	\$ 26,903.92	-	\$ 26,903.92	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 26,903.92	CAB	PAID THROUGH DRAW	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 26,903.92	100.00%	\$ 26,903.92	-	-	-	\$ 26,903.92	-	\$ 2,363.33	-	\$ 2,363.33		
2	Soft	FLING 16	DRAWS 31-40	Schedo Group	Cost Verification - In Tract Improvements	MULTIPLE	MULTIPLE	\$ 46,505.92	-	\$ 46,505.92	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 46,505.92	CAB	PAID THROUGH DRAW	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 46,505.92	100.00%	\$ 46,505.92	-	-	-	\$ 46,505.92	-	\$ 11,626.48	-	\$ 11,626.48		
3	Hard	FLING 01	DRAW 41	Stormwater Risk Management	Stormwater Mgmt - Residential PDI	Pay App 34	10/18/21	\$ 1,585.00	-	\$ 1,585.00	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 1,585.00	CAB	PAID THROUGH DRAW	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 1,585.00	32.76%	\$ 511.27	67.24%	\$ 1,073.73	-	-	\$ 1,073.73	-	\$ 268.43	-	\$ 268.43	
3	Soft	FLING 02	RAH	AG Waseenaar	2132BROMAS 213281-213506 TAH Filing 2	339490	09/26/21	\$ 6,720.00	-	\$ 6,720.00	RAH	09/26/21	\$ 6,720.00	100.00%	\$ 6,720.00	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	
3	Soft	FLING 02	RAH	AG Waseenaar	2132BROMAS 213281-213506 TAH Filing 2	339591	09/30/21	\$ 16,800.00	-	\$ 16,800.00	RAH	09/30/21	\$ 16,800.00	100.00%	\$ 16,800.00	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	
3	Soft	FLING 02	RAH	AG Waseenaar	212006 TAH F2 East 42nd Ave. & Fullandale St	339818	09/30/21	\$ 5,147.00	-	\$ 5,147.00	RAH	09/30/21	\$ 5,147.00	100.00%	\$ 5,147.00	0.00%	-	-	-	-	-	-	-	-	\$ 2,512.64	-	\$ 628.16	-	\$ 628.16	
3	Soft	FLING 02	RAH	AG Waseenaar	212006 TAH F2 East 42nd Ave. & Fullandale St	339819	09/30/21	\$ 5,033.50	-	\$ 5,033.50	RAH	09/30/21	\$ 5,033.50	100.00%	\$ 5,033.50	0.00%	-	-	-	-	-	-	-	-	\$ 4,409.93	-	\$ 1,102.48	-	\$ 1,102.48	
3	Soft	FLING 02	RAH	AG Waseenaar	212006 TAH F2 East 42nd Ave. & Fullandale St	339820	09/30/21	\$ 4,580.00	-	\$ 4,580.00	RAH	09/30/21	\$ 4,580.00	100.00%	\$ 4,580.00	0.00%	-	-	-	-	-	-	-	-	\$ 2,235.84	-	\$ 558.96	-	\$ 558.96	
3	Soft	FLING 02	RAH	AG Waseenaar	210106 TAH F1 Aurora Blvd. & 45th Ave	339814	09/30/21	\$ 921.00	-	\$ 921.00	RAH	09/30/21	\$ 921.00	100.00%	\$ 921.00	0.00%	-	-	-	-	-	-	-	-	\$ 625.27	-	\$ 156.32	-	\$ 156.32	
3	Hard	FLING 02	RAH	Aurora Highlands CSP	Aurora Highlands CSP	954777-87	10/09/21	\$ 954,777.87	-	\$ 954,777.87	MULTIPLE	MULTIPLE	\$ 954,777.87	RAH	MULTIPLE	\$ 954,777.87	1.00%	-	-	-	-	-	-	-	\$ 954,777.87	-	\$ 954,777.87	-	\$ 954,777.87	
3	Soft	FLING 02	RAH	Antec Consultants	214307-02 Aurora Highlands Filing 2	MULTIPLE	MULTIPLE	\$ 5,565.03	-	\$ 5,565.03	MULTIPLE	MULTIPLE	\$ 5,565.03	RAH	MULTIPLE	\$ 5,565.03	74.12%	\$ 4,125.20	25.88%	\$ 1,440.03	-	-	-	\$ 1,440.03	-	\$ 450.03	-	\$ 450.03		
3	Soft	FLING 02	RAH	B & J Sureview	1640F PAL CASI	314726	08/20/21	\$ 51,972.00	-	\$ 51,972.00	RAH	08/20/21	\$ 51,972.00	100.00%	\$ 51,972.00	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	
3	Hard	FLING 02	RAH	Blue Mountain Erosion Control, LLC	Aurora Highlands Erosion Control, LLC	12485	09/09/21	\$ 2,288.85	-	\$ 2,288.85	RAH	09/09/21	\$ 2,288.85	12.26%	\$ 2,951.14	67.74%	-	-	-	-	-	-	-	-	\$ 4,937.71	-	\$ 1,234.43	-	\$ 1,234.43	
3	Hard	FLING 02	RAH	Clear Creek Civil LLC	Trucking	17442	06/29/21	\$ 7,735.20	-	\$ 7,735.20	RAH	06/29/21	\$ 7,735.20	51.18%	\$ 3,959.06	48.82%	\$ 3,776.14	-	-	-	-	-	-	-	\$ 3,776.14	-	\$ 944.03	-	\$ 944.03	
3	Hard	FLING 02	RAH	Clear Creek Civil LLC	Trucking	17442	11/05/21	\$ 140,685.79	-	\$ 140,685.79	RAH	11/05/21	\$ 140,685.79	51.18%	\$ 72,006.42	-	-	-	-	-	-	-	-	-	-	\$ 68,679.37	-	\$ 17,659.84	-	\$ 17,659.84
3	Hard	FLING 02	RAH	IES Corp	2105: The Aurora Highlands Earth Moving	2123	10/25/21	\$ 119,023.26	\$ 3,888.41	\$ 115,023.26	RAH	10/25/21	\$ 115,023.26	51.18%	\$ 58,871.71	48.82%	\$ 56,155.55	-	-	-	-	-	-	-	\$ 56,155.55	-	\$ 14,037.89	-	\$ 14,037.89	
3	Hard	FLING 02	RAH	Liberty Infrastructure LLC	Jet Clean and Vac Lse Sewer	20106-28	01/28/21	\$ 2,118.68	-	\$ 2,118.68	ACH 13503	03/19/21	\$ 2,118.68	100.00%	\$ 2,118.68	0.00%	-	-	-	-	-	-	-	-	\$ 2,111.68	-	\$ -	-	\$ 2,111.68	
3	Hard	FLING 02	RAH	Resident Consulting Services	Resident Consulting Services	2135	10/09/21	\$ 828.75	-	\$ 828.75	RAH	10/09/21	\$ 828.75	100.00%	\$ 828.75	0.00%	-	-	-	-	-	-	-	-	\$ 828.75	-	\$ -	-	\$ 828.75	
3	Hard	FLING 02	RAH	Xcel Energy	New Electric Distribution	CR-12484389	10/25/21	\$ 85,019.00	-	\$ 85,019.00	RAH	11/08/21	\$ 85,019.00	100.00%	\$ 85,019.00	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	
3	Hard	FLING 02	RAH	Xcel Energy	New Gas Distribution	CR-50013037915	09/21/21	\$ 113,888.00	-	\$ 113,888.00	RAH	11/02/21	\$ 113,888.00	100.00%	\$ 113,888.00	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	
3	Soft	FLING 01	DRAW 41	Schedo Group	CR-50013037915	16106-0963	09/21/21	\$ 9,932.12	-	\$ 9,932.12	PAID THROUGH DRAW	PAID THROUGH DRAW	\$ 9,932.12	Pulte	MULTIPLE	\$ 9,932.12	100.00%	\$ 9,932.12	0.00%	\$ 9,932.12	-	-	-	\$ 9,932.12	-	\$ 2,483.06	-	\$ 2,483.06		
4	Hard	FLING 01	RAH	Liberty Infrastructure LLC	THE AURORA HIGHLANDS - FLING 1 210106	MULTIPLE	MULTIPLE	\$ 68,458.09	-	\$ 68,458.09	MULTIPLE	MULTIPLE	\$ 68,458.09	RAH	MULTIPLE	\$ 68,458.09	68.18%	\$ 47,356.41	68.18%	\$ 115,814.50	-	-	-	\$ 115,814.50	-	\$ 24,934.16	-	\$ 10,847.91		
4	Soft	FLING 02	RAH	AG Waseenaar	2132BROMAS 213281-213506 TAH Filing 2	337512	08/22/21	\$ 5,040.00	-	\$ 5,040.00	ACH 23501	08/22/21	\$ 5,040.00	100.00%	\$ 5,040.00	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	
4	Soft	FLING 02	RAH	AG Waseenaar	212006 TAH F2 East 42nd Ave. & Fullandale St	338461	09/30/21	\$ 4,423.00	-	\$ 4,423.00	RAH	09/30/21	\$ 4,423.00	100.00%	\$ 4,423.00	0.00%	-	-	-	-	-	-	-	-	\$ 2,139.20	-	\$ 539.80	-	\$ 539.80	
4	Soft	FLING 02	RAH	AG Waseenaar	212006 TAH F2 East 42nd Ave. & Fullandale St	338462	08/31/21	\$ 9,973.50	-	\$ 9,973.50	ACH 23388	09/30/21	\$ 9,973.50	100.00%	\$ 9,973.50	28.43%	\$ 2,835.25	71.57%	\$ 7,138.25	-	-	-	-	\$ 7,138.25	-	\$ 1,784.56	-	\$ 1,784.56		
4	Soft	FLING 02	RAH	AG Waseenaar	212006 TAH F2 East 42nd Ave. & Fullandale St	338463	08/31/21	\$ 6,541.00	-	\$ 6,541.00	ACH 23388	09/30/21	\$ 6,541.00	100.00%	\$ 6,541.00	0.00%	-	-	-	-	-	-	-	-	\$ 4,698.33	-	\$ 1,174.66	-	\$ 1,174.66	
4	Soft	FLING 02	RAH	AG Waseenaar	210106 TAH Filing 1 Aurora Blvd. & 45th Avenue	341435	10/31/21	\$ 180.00	-	\$ 180.00	ACH 23556	10/31/21	\$ 180.00	100.00%	\$ 180.00	32.26%	\$ 58.06	67.74%	\$ 121.94	-	-	-	-	\$ 121.94	-	\$ 30.48	-	\$ 30.48		
4	Soft	FLING 02	RAH	AG Waseenaar	212006 TAH F2 East 42nd Ave. & Fullandale St	341436	10/31/21	\$ 3,595.00	-	\$ 3,595.00	ACH 23556	10/31/21	\$ 3,595.00	100.00%	\$ 3,595.00	51.18%	\$ 1,840.01	48.82%	\$ 1,754.99	-	-	-	-	\$ 1,754.99	-	\$ 438.75	-	\$ 438.75		
4	Soft	FLING 02	RAH	AG Waseenaar	212006 TAH F2 East 42nd Ave. & Fullandale St	341437	10/31/21	\$ 3,980.00	-	\$ 3,980.00	ACH 23556	10/31/21	\$ 3,980.00	100.00%	\$ 3,980.00	51.18%	\$ 2,037.61	48.82%	\$ 1,942.39	-	-	-	-	\$ 1,942.39	-	\$ 488.75	-	\$ 488.75		
4	Soft	FLING 02	RAH	AG Waseenaar	212006 TAH F2 East 42nd Ave. & Fullandale St	341438	10/31/21	\$																						

SUMMARY OF COSTS REVIEWED

VERNO	TYPE	FLING	SOURCE	VENDOR	DESCRIPTION	INVNO	INV DATE	INV AMT	ACT/COMP/DISC	FINAL INV AMT	CHG NO	PRC RATE	PRC AMT	PAVOR	DATE CLEARED	VER PRC AMT	% PRC	PRC AMT	% PRC	PUB AMT	PREV AMT	AMT REV BY PPP	CHANGE	CUR VER PRC AMT	STREETS	WATER	SANITATION	PARKS & REC	
5	Soft	FLING 01	RAH	AG Waseenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue	321131	08/31/20	\$ 9,880.00	-	\$ 9,880.00	111547	09/25/20	\$ 9,880.00	RAH	10/13/20	\$ 9,880.00	51.18%	\$ 5,056.82	48.82%	\$ 4,823.18	\$ -	\$ -	\$ -	\$ 4,823.18	\$ 2,057.79	\$ 1,205.79	\$ -	\$ 1,205.79	
5	Soft	FLING 01	RAH	AG Waseenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue	321131	08/31/20	\$ 4,165.00	-	\$ 4,165.00	111547	09/25/20	\$ 4,165.00	RAH	10/13/20	\$ 4,165.00	0.00%	\$ -	100.00%	\$ 4,165.00	\$ -	\$ -	\$ -	\$ 4,165.00	\$ -	\$ -	\$ -	\$ -	
5	Soft	FLING 01	RAH	AG Waseenaar	Residential and Vertical Construction Fiscal Security	600684810105	09/01/20	\$ 19,115.00	-	\$ 19,115.00	111547	09/25/20	\$ 19,115.00	RAH	10/13/20	\$ 19,115.00	100.00%	\$ 19,115.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,115.00	\$ -	\$ -	\$ -	\$ -
5	Hard	FLING 01	RAH	Almaire Construction	Aurora Highlands 2020-14	10082680	05/12/22	\$ 100,826.80	-	\$ 100,826.80	111222	05/18/21	\$ 100,826.80	RAH	05/24/21	\$ 100,826.80	0.00%	\$ -	100.00%	\$ 100,826.80	\$ -	\$ -	\$ -	\$ 139,097.30	\$ 139,097.30	\$ -	\$ -	\$ -	
5	Hard	FLING 01	RAH	Bernas Construction	TAH Filing 20-250	936655	07/28/20	\$ 9,366.55	-	\$ 9,366.55	1118181	07/28/20	\$ 9,366.55	RAH	07/28/20	\$ 9,366.55	43.33%	\$ 4,138.74	56.67%	\$ 5,647.81	\$ -	\$ -	\$ -	\$ 5,647.81	\$ 867.80	\$ 540.96	\$ 540.96	\$ 3,698.09	
5	Soft	FLING 01	RAH	City of Aurora	CSP 1 - Civil Plan Review	578114	07/11/19	\$ 31,489.00	-	\$ 31,489.00	1107019	07/01/19	\$ 31,489.00	RAH	09/11/19	\$ 31,489.00	41.31%	\$ 14,033.34	58.69%	\$ 19,655.66	\$ 19,655.66	\$ -	\$ -	\$ 19,655.66	\$ 4,863.72	\$ 4,863.72	\$ -	\$ 4,863.72	
5	Soft	FLING 01	RAH	City of Aurora	CSP 1 - Fence Columns, Fencing and Landscape Islands	594232	12/02/19	\$ 2,349.00	-	\$ 2,349.00	1107089	12/18/19	\$ 2,349.00	RAH	12/23/19	\$ 2,349.00	0.00%	\$ -	100.00%	\$ 2,349.00	\$ -	\$ -	\$ -	\$ 2,349.00	\$ 1,174.50	\$ -	\$ -	\$ 1,174.50	
5	Soft	FLING 01	RAH	City of Aurora	CSP 1 - Major Plan Difference	594877	12/02/19	\$ 2,745.00	-	\$ 2,745.00	1107090	12/18/19	\$ 2,745.00	RAH	12/23/19	\$ 2,745.00	51.18%	\$ 1,404.96	48.82%	\$ 1,340.04	\$ -	\$ -	\$ -	\$ 1,340.04	\$ 335.01	\$ 335.01	\$ 335.01	\$ 335.01	
5	Soft	FLING 01	RAH	City of Aurora	CSP 1 - Irrigation Plan Fee	604113	09/01/20	\$ 3,120.00	-	\$ 3,120.00	1120020	09/01/20	\$ 3,120.00	RAH	09/01/20	\$ 3,120.00	0.00%	\$ -	100.00%	\$ 3,120.00	\$ -	\$ -	\$ -	\$ 3,120.00	\$ 780.00	\$ 780.00	\$ 780.00	\$ 780.00	
5	Soft	FLING 01	RAH	City of Aurora	Revising Multiple Sheets - CSP 1	604587	04/08/20	\$ 1,236.00	-	\$ 1,236.00	1114620	05/14/20	\$ 1,236.00	RAH	05/27/20	\$ 1,236.00	51.18%	\$ 632.61	48.82%	\$ 603.39	\$ -	\$ -	\$ -	\$ 603.39	\$ 150.85	\$ 150.85	\$ 150.85	\$ 150.85	
5	Soft	FLING 01	RAH	City of Aurora	Revising Multiple Sheets - CSP 1	604587	04/08/20	\$ 1,236.00	-	\$ 1,236.00	1114620	05/14/20	\$ 1,236.00	RAH	05/27/20	\$ 1,236.00	51.18%	\$ 632.61	48.82%	\$ 603.39	\$ -	\$ -	\$ -	\$ 603.39	\$ 150.85	\$ 150.85	\$ 150.85	\$ 150.85	
5	Soft	FLING 01	RAH	City of Aurora	Revising Multiple Sheets - CSP 1	604587	04/08/20	\$ 1,236.00	-	\$ 1,236.00	1114620	05/14/20	\$ 1,236.00	RAH	05/27/20	\$ 1,236.00	51.18%	\$ 632.61	48.82%	\$ 603.39	\$ -	\$ -	\$ -	\$ 603.39	\$ 150.85	\$ 150.85	\$ 150.85	\$ 150.85	
5	Soft	FLING 01	RAH	City of Aurora	CSP 1 - Revising Sheets 20-21, 46	630954	06/26/20	\$ 389.00	-	\$ 389.00	1107089	06/26/20	\$ 389.00	RAH	06/26/20	\$ 389.00	51.18%	\$ 198.15	48.82%	\$ 190.85	\$ -	\$ -	\$ -	\$ 190.85	\$ 37.71	\$ 37.71	\$ 37.71	\$ 37.71	
5	Soft	FLING 01	RAH	City of Aurora	CSP 1 - Irrigation Plan Fee	624915	10/26/20	\$ 1,820.00	-	\$ 1,820.00	1123187	10/27/20	\$ 1,820.00	RAH	11/03/20	\$ 1,820.00	0.00%	\$ -	100.00%	\$ 1,820.00	\$ -	\$ -	\$ -	\$ 1,820.00	\$ 910.00	\$ -	\$ -	\$ 910.00	
5	Soft	FLING 01	RAH	City of Aurora	CSP 1 Application Fee Estimate Invoice	62323019	02/22/21	\$ 30,395.20	-	\$ 30,395.20	1123187	10/27/20	\$ 30,395.20	RAH	11/03/20	\$ 30,395.20	55.18%	\$ 15,557.00	44.82%	\$ 14,838.20	\$ -	\$ -	\$ -	\$ 14,838.20	\$ 3,709.55	\$ 3,709.55	\$ 3,709.55	\$ 3,709.55	
5	Soft	FLING 01	RAH	City of Aurora	CSP 1 - ROW Only - Fiscal Security	662520	06/25/20	\$ 2,250.00	-	\$ 2,250.00	1124279	11/15/20	\$ 2,250.00	RAH	11/20/20	\$ 2,250.00	0.00%	\$ -	100.00%	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -	\$ -	
5	Soft	FLING 01	RAH	HR Green Development	181259.01 The Aurora Highlands - PA21, Filing No. 2	33073460	-	\$ 33,073.60	-	\$ 33,073.60	Multiple	Multiple	-	\$ 33,073.60	RAH	Multiple	\$ 33,073.60	31.38%	\$ 7,072.46	78.62%	\$ 26,001.14	\$ -	\$ -	\$ 26,001.14	\$ 14,861.28	\$ 3,713.28	\$ 3,713.28	\$ 3,713.28	
5	Hard	FLING 01	RAH	Liberty Infrastructure LLC	THE AURORA HIGHLANDS - FLING 1 20106	63553138	11/05/21	\$ 63,553.18	-	\$ 63,553.18	1118531	12/18/21	\$ 63,553.18	RAH	01/29/22	\$ 63,553.18	100.00%	\$ 63,553.18	\$ -	\$ -	\$ -	\$ 63,553.18	\$ 99,004.82	\$ 20,605.39	\$ 18,672.28	\$ 11,168	\$ 55,886		
5	Soft	FLING 01	RAH	Norris Design, Inc.	Tah Filing 1 CSP & Plat 0061-01-0155	3565624	-	\$ 35,656.24	-	\$ 35,656.24	Multiple	Multiple	-	\$ 35,656.24	RAH	Multiple	\$ 35,656.24	24.89%	\$ 8,875.17	75.11%	\$ 26,781.07	\$ -	\$ -	\$ 26,781.07	\$ 9,273.35	\$ 4,117.19	\$ 4,117.19	\$ 9,273.35	
5	Hard	FLING 01	RAH	Xcel Energy	CSP 1 - Onsite Electrical Distribution	11594610	02/21/20	\$ 144,100.00	-	\$ 144,100.00	1112450	03/16/20	\$ 144,100.00	RAH	04/03/20	\$ 144,100.00	100.00%	\$ 144,100.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 144,100.00	\$ -	\$ -	\$ -	\$ -	
5	Hard	FLING 01	RAH	Xcel Energy	CSP 1 - Distribute Gas Facilities to Accommodate Infrastructure	11829966	07/13/20	\$ 6,522.98	-	\$ 6,522.98	1101037	09/28/20	\$ 6,522.98	RAH	09/04/20	\$ 6,522.98	0.00%	\$ -	100.00%	\$ 6,522.98	\$ -	\$ -	\$ -	\$ 6,522.98	\$ -	\$ -	\$ -	\$ -	
5	Hard	FLING 01	RAH	Xcel Energy	CSP 1 Gas and Electric Distribution	67368524	11/11/20	\$ 139,700.00	-	\$ 139,700.00	1117120	09/10/20	\$ 139,700.00	RAH	04/19/20	\$ 139,700.00	100.00%	\$ 139,700.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 139,700.00	\$ -	\$ -	\$ -	\$ -	
5	Hard	FLING 01	RAH	Xcel Energy	CSP 1 - 42nd Avenue Gas Rebuild due to ROW Construction	6456795	08/10/20	\$ 4,567.95	-	\$ 4,567.95	1120603	09/04/20	\$ 4,567.95	RAH	09/15/20	\$ 4,567.95	0.00%	\$ -	100.00%	\$ 4,567.95	\$ -	\$ -	\$ -	\$ 4,567.95	\$ -	\$ -	\$ -	\$ -	
5	Hard	FLING 01	RAH	AG Waseenaar	211006 TAH F2 East 42nd Ave. & Fultondale St	342992	11/02/21	\$ 2,790.00	-	\$ 2,790.00	ACH 11925	12/20/21	\$ 2,790.00	RAH	12/20/21	\$ 2,790.00	0.00%	\$ -	100.00%	\$ 2,790.00	\$ -	\$ -	\$ -	\$ 2,790.00	\$ -	\$ -	\$ -	\$ -	
5	Hard	FLING 02	RAH	AG Waseenaar	2112R0MAS 121281-211506 TAH Filing 2	343591	12/10/21	\$ 12,880.00	-	\$ 12,880.00	ACH 11925	12/20/21	\$ 12,880.00	RAH	12/20/21	\$ 12,880.00	0.00%	\$ -	100.00%	\$ 12,880.00	\$ -	\$ -	\$ -	\$ 12,880.00	\$ -	\$ -	\$ -	\$ -	
5	Hard	FLING 02	RAH	Almaire Construction	Aurora Highlands CSP-1	71648655	-	\$ 63,176.05	-	\$ 63,176.05	Multiple	Multiple	-	\$ 63,176.05	RAH	Multiple	\$ 63,176.05	60.26%	\$ 39,725	39.74%	\$ 63,176.05	\$ -	\$ -	\$ 63,176.05	\$ 5,141.19	\$ 1,325.02	\$ 2,897.86	\$ 2,897.86	
5	Soft	FLING 02	RAH	Antec Consultants	214297-02 Aurora Highlands Filing 2	4685977	-	\$ 46,859.77	-	\$ 46,859.77	Multiple	Multiple	-	\$ 46,859.77	RAH	Multiple	\$ 46,859.77	52.18%	\$ 24,943.83	47.82%	\$ 21,915.94	\$ -	\$ -	\$ 21,915.94	\$ 5,141.19	\$ 1,325.02	\$ 2,897.86	\$ 2,897.86	
5	Hard	FLING 02	RAH	Clear Creek Civil LLC	Grade, seed and install erosion control blanket in pond	1789	12/15/21	\$ 2,950.00	-	\$ 2,950.00	1141566	01/20/22	\$ 2,950.00	RAH	01/17/22	\$ 2,950.00	0.00%	\$ -	100.00%	\$ 2,950.00	\$ -	\$ -	\$ -	\$ 2,950.00	\$ 737.50	\$ 737.50	\$ 737.50	\$ 737.50	
5	Hard	FLING 02	RAH	Clear Creek Civil LLC	Install Barricade to divert traffic	1802	12/15/21	\$ 3,375.00	-	\$ 3,375.00	1141566	01/20/22	\$ 3,375.00	RAH	01/17/22	\$ 3,375.00	0.00%	\$ -	100.00%	\$ 3,375.00	\$ -	\$ -	\$ -	\$ 3,375.00	\$ 843.75	\$ 843.75	\$ 843.75	\$ 843.75	
5	Hard	FLING 02	RAH	Clear Creek Civil LLC	Provide and Install Mud Mats	1806	12/15/21	\$ 2,200.00	-	\$ 2,200.00	1141566	01/20/22	\$ 2,200.00	RAH	01/17/22	\$ 2,200.00	51.18%	\$ 1,126.01	48.82%	\$ 1,073.99	\$ -	\$ -	\$ -	\$ 1,073.99	\$ 268.50	\$ 268.50	\$ 268.50	\$ 268.50	
5	Soft	FLING 02	RAH	CMS Environmental Solutions	Weekly - Post Storm Inspections	127472	12/01/21	\$ 595.00	-	\$ 595.00	ACH 12841	12/27/21	\$ 595.00	RAH	02/03/22	\$ 595.00	51.18%	\$ 304.54	48.82%	\$ 290.46	\$ -	\$ -	\$ -	\$ 290.46	\$ 72.62	\$ 72.62	\$ 72.62	\$ 72.62	
5	Soft	FLING 02	RAH	CMS Environmental Solutions	Weekly - Post Storm Inspections	128005	12/01/21	\$ 595.00	-	\$ 595.00	ACH 12841	12/27/21	\$ 595.00	RAH	02/03/22	\$ 595.00	51.18%	\$ 304.54	48.82%	\$ 290.46	\$ -	\$ -	\$ -	\$ 290.46	\$ 72.62	\$ 72.62	\$ 72.62	\$ 72.62	
5	Soft	FLING 02	RAH	HR Green Development	181259.01 The Aurora Highlands - PA21, Filing No. 2	33073460	-	\$ 33,073.60	-	\$ 33,073.60	Multiple	Multiple	-	\$ 33,073.60	RAH	Multiple	\$ 33,073.60	51.18%	\$ 322.96	48.82%	\$ 308.04	\$ -	\$ -	\$ 308.04	\$ 77.01	\$ 77.01	\$ 77.01	\$ 77.01	
5	Soft	FLING 02	RAH	Norris Design, Inc.	Tah Filing 2 0061-01-0089	1539365	-	\$ 15,393.65	-	\$ 15,393.65	Multiple	Multiple	-	\$ 15,393.65	RAH	Multiple	\$ 15,393.65	100.00%	\$ 3,371.24	200.00%	\$ 11,931.91	\$ -	\$ -	\$ 11,931.91	\$ 2,982.98	\$ 2,982.98	\$ 2,982.98	\$ 2,982.98	
5	Hard	FLING 02	RAH	Premier Concrete	Sidewalk - Setback for Sidewalk	429408	12/20/21	\$ 4,794.00	125.95	\$ 4,794.00	ACH 143488	01/20/22	\$ 4,794.00	RAH	01/20/22	\$ 4,794.00	0.00%	\$ -	100.00%	\$ 4,794.00	\$ -	\$ -	\$ -	\$ 4,794.00	\$ -	\$ -	\$ -	\$ -	
5	Soft	FLING 04	Pulte	Antec Consultants	164721-02 Aurora Highlands Filing 4-13	50897	-	\$ 508.97	-	\$ 508.97	Vendor Stmt	Multiple	-	\$ 508.97	Pulte	Multiple	\$ 508.97	35.40%	\$ 180.16	64.60%	\$ 328.81	\$ -	\$ -	\$ 328.81	\$ -	\$ -	\$ -	\$ -	
5	Hard	FLING 04	Pulte	CTL Thompson	Compaction Testing - Site Grading/Asphalt	608133	12/31/21	\$ 710.00	-	\$ 710.00	Vendor Stmt	02/22/22	\$ 710.00	Pulte	02/22/22	\$ 710.00	0.00%	\$ -	100.00%	\$ 710.00	\$ -	\$ -	\$ -	\$ 710.00	\$ 177.50	\$ 177.50	\$ 177.50	\$ 177.50	
5	Hard	FLING 04	Pulte	CTL Thompson	Compaction Testing - Sanitary Storm/Concrete	615363	12/31/21	\$ 1,051.00	-	\$ 1,051.00	Vendor Stmt	02/22/22	\$ 1,051.00	Pulte	02/22/22	\$ 1,051.00	0.00%	\$ -	100.00%	\$ 1,051.00	\$ -	\$ -	\$ -	\$ 1,051.00	\$ 245.50	\$ 245.50	\$ 245.50	\$ 245.50	
5	Hard	FLING 04	Pulte	Page Specialty Company	Filing 4 & S 5 Mailboxes	34828	02/02/22	\$ 4,613.88	-	\$ 4,613.88	Vendor Stmt	02/22/22	\$ 4,613.88	Pulte	02/22/22	\$ 4,613.88	0.00%	\$ -	100.00%	\$ 4,613.88	\$ -	\$ -	\$ -	\$ 4,613.88	\$ -	\$ -	\$ -	\$ -	
5	Soft	FLING 04	Pulte	Stormwater Logistics LLC	TAH Filing 4 & S, 5, 13 - Erosion Control	608215	12/31/21	\$ 5,788.50	-	\$ 5,788.50	Vendor Stmt	02/22/22	\$ 5,788.50	Pulte	02/22/22	\$ 5,788.50	10.38%	\$ 600.67	89.62%	\$ 5,187.83	\$ -	\$ -	\$ -	\$ 5,187.83	\$ 1,296.46	\$ 1,296.46	\$ 1,296.46	\$ 1,29	

SUMMARY OF COSTS REVIEWED

VER NO	TYPE	FILING	SOURCE	VENDOR	DESCRIPTION	INV NO	INV DATE	INV AMT	REY/COMP/DISC	FINAL INV AMT	CLIN NO	PMT DATE	PMT AMT	PAID	DATE CLEARED	VER PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	PREV AMT	AMT REV BY PPP CHANGE	CUR VER PUB AMT	STREETS	WATER	SANITATION	PARKS & REC			
6	Hard	FILING 13	Pulte	Astec Consultants	164721-02 Aurora Highlands Filing 4-13	MULTIPLE	MULTIPLE	\$ 390.62	-	\$ 390.62	Vendor Stmt					\$ 390.62	24.72%	\$ 96.55	75.28%	\$ 294.07	\$ -	\$ -	\$ 88.30	\$ 8.07	\$ 8.07	\$ 44.09	\$ 8.07			
6	Hard	FILING 13	Pulte	Fiore and Sons, Inc.	TAH Filing 4, 5, 6, 13 Earlbrown	MULTIPLE	MULTIPLE	\$ 46,423.47	-	\$ 46,423.47						\$ 46,423.47	36.63%	\$ 26,288.88	43.37%	\$ 20,134.59	\$ -	\$ -	\$ 167.53	\$ 41.88	\$ 41.88	\$ 41.88	\$ -			
6	HARD	FILING 15	TM	AG Wassenaar	206125 Aurora Highlands PA 5.2 J Compaction Testing	339740	09/07/21	\$ 390.00	-	\$ 390.00	EFF	11/18/21	\$ 390.00	TM	11/18/21	\$ 390.00	57.04%	\$ 222.47	42.96%	\$ 167.53	\$ -	\$ -	\$ 167.53	\$ 41.88	\$ 41.88	\$ 41.88	\$ -			
6	HARD	FILING 15	TM	AG Wassenaar	206125 Aurora Highlands PA 5.2 J Compaction Testing	341303	10/31/21	\$ 4,695.00	-	\$ 4,695.00	EFF	11/24/21	\$ 4,695.00	TM	11/24/21	\$ 4,695.00	57.04%	\$ 2,678.20	42.96%	\$ 2,016.80	\$ -	\$ -	\$ 2,016.80	\$ 504.20	\$ 504.20	\$ 504.20	\$ -			
6	HARD	FILING 15	TM	AG Wassenaar	206125 Aurora Highlands PA 5.2 J Compaction Testing	342838	11/30/21	\$ 13,877.00	-	\$ 13,877.00	EFF	12/20/21	\$ 13,877.00	TM	12/20/21	\$ 13,877.00	57.04%	\$ 7,915.94	42.96%	\$ 5,961.06	\$ -	\$ -	\$ 5,961.06	\$ 1,490.27	\$ 1,490.27	\$ 1,490.27	\$ -			
6	HARD	FILING 15	TM	AG Wassenaar	206125 Aurora Highlands PA 5.2 J Compaction Testing	344663	12/11/21	\$ 22,295.00	-	\$ 22,295.00	EFF	01/27/22	\$ 22,295.00	TM	01/27/22	\$ 22,295.00	57.04%	\$ 12,717.87	42.96%	\$ 9,577.13	\$ -	\$ -	\$ 9,577.13	\$ 2,304.28	\$ 2,304.28	\$ 2,304.28	\$ -			
6	HARD	FILING 15	TM	AG Wassenaar	206125 Aurora Highlands PA 5.2 J Compaction Testing	345731	01/28/22	\$ 19,675.00	-	\$ 19,675.00	EFF	03/03/22	\$ 19,675.00	TM	03/03/22	\$ 19,675.00	57.04%	\$ 11,223.32	42.96%	\$ 8,451.68	\$ -	\$ -	\$ 8,451.68	\$ 2,112.92	\$ 2,112.92	\$ 2,112.92	\$ -			
6	SOFT	FILING 15	TM	Astec	13841-03 Aurora Highlands Filing 15	MULTIPLE	MULTIPLE	\$ 42,640.00	-	\$ 42,640.00	Multitple					\$ 42,640.00	57.04%	\$ 24,323.38	42.96%	\$ 18,316.62	\$ -	\$ -	\$ 10,721.92	\$ 2,080.48	\$ 2,080.48	\$ 2,080.48	\$ -			
6	SOFT	FILING 15	TM	Astec	13841-03 Aurora Highlands Filing 15	MULTIPLE	MULTIPLE	\$ 20,800.00	-	\$ 20,800.00	ET04906	03/09/22	\$ 20,800.00	TM	03/09/22	\$ 20,800.00	57.04%	\$ 11,865.07	42.96%	\$ 8,934.93	\$ -	\$ -	\$ 7,934.93	\$ 1,898.07	\$ 1,898.07	\$ 1,898.07	\$ -			
6	SOFT	FILING 15	TM	City of Aurora	Initial Set up/Submittal	627856	12/03/20	\$ 48,716.64	-	\$ 48,716.64	6000-00031653	03/16/21	\$ 48,716.64	TM	03/16/21	\$ 48,716.64	51.65%	\$ 25,161.30	48.35%	\$ 23,555.34	\$ -	\$ -	\$ 23,555.34	\$ 5,888.83	\$ 5,888.83	\$ 5,888.83	\$ -			
6	SOFT	FILING 15	TM	City of Aurora	City Plans Review	651177	08/05/21	\$ 11,152.00	-	\$ 11,152.00	6000-00036617	09/28/21	\$ 11,152.00	TM	09/28/21	\$ 11,152.00	50.00%	\$ 22,310.40	80.00%	\$ 89,244.60	\$ -	\$ -	\$ 9,441.60	\$ 2,310.40	\$ 2,310.40	\$ 2,310.40	\$ -			
6	SOFT	FILING 15	TM	City of Aurora	Release of Drainage Easement	665015	12/13/21	\$ 147.00	-	\$ 147.00	6000-00038197	12/14/21	\$ 147.00	TM	12/14/21	\$ 147.00	0.00%	\$ -	100.00%	\$ 147.00	\$ -	\$ -	\$ 147.00	\$ 36.75	\$ 36.75	\$ 36.75	\$ -			
6	SOFT	FILING 15	TM	City of Aurora	Storm, Masonry, C&G, Irrigation, Monument Signs	668332	03/24/22	\$ 575.00	-	\$ 575.00	6000-00039033	03/31/22	\$ 575.00	TM	03/31/21	\$ 575.00	0.00%	\$ -	100.00%	\$ 575.00	\$ -	\$ -	\$ 575.00	\$ 287.50	\$ 287.50	\$ 287.50	\$ -			
6	SOFT	FILING 15	TM	Ernst Consulting Group	Addendum 3 - PA 5.2 J Filing 15 Prelim Plat	MULTIPLE	MULTIPLE	\$ 288,438.08	-	\$ 288,438.08	Multitple					\$ 288,438.08	75.59%	\$ 278,080.19	25.41%	\$ 100,358.99	\$ -	\$ -	\$ 100,358.99	\$ 27,588.97	\$ 27,588.97	\$ 27,588.97	\$ -			
6	SOFT	FILING 15	TM	Ernst Consulting Group	Addendum 3 - PA 5.2 J Filing 15 Prelim Plat	MULTIPLE	MULTIPLE	\$ 69,877.48	-	\$ 69,877.48	Multitple					\$ 69,877.48	100.00%	\$ 69,877.48	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
6	Hard	FILING 15	TM	Monks Construction Company	Filing 15 Grading	MULTIPLE	MULTIPLE	\$ 4,030,308.59	\$ 20,635.43	\$ 3,809,793.16	Multitple					\$ 3,243,597.29	57.04%	\$ 2,173,242.52	42.96%	\$ 1,636,550.64	\$ -	\$ -	\$ 1,399,333.18	\$ 348,333.30	\$ 348,333.30	\$ 348,333.30	\$ 348,333.30			
6	Hard	FILING 15	TM	Monks Construction Company	Filing 15 Grading	MULTIPLE	MULTIPLE	\$ 532,586.96	\$ 16,629.35	\$ 505,957.61	Multitple					\$ 4,809.50	57.04%	\$ 2,788,616.34	42.96%	\$ 2,127,244.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
6	SOFT	FILING 15	TM	Norris Design	TAH Preliminary Entitlement Assistance	MULTIPLE	MULTIPLE	\$ 4,409.50	-	\$ 4,409.50	Multitple					\$ 4,409.50	57.04%	\$ 4,797.08	42.96%	\$ 3,612.42	\$ -	\$ -	\$ 903.10	\$ 903.10	\$ 903.10	\$ 903.10	\$ -			
6	SOFT	FILING 15	TM	Norris Design	TAH Filing 15 Site Plan and Plat	MULTIPLE	MULTIPLE	\$ 72,730.66	-	\$ 72,730.66	Multitple					\$ 70,948.41	49.21%	\$ 35,792.52	50.79%	\$ 36,938.14	\$ -	\$ -	\$ 36,938.14	\$ 11,738.59	\$ 6,735.73	\$ 6,735.73	\$ 11,738.10			
6	SOFT	FILING 16	TriPointe	Astec	13921-13 TAH Filing 16	MULTIPLE	MULTIPLE	\$ 46,360.60	-	\$ 46,360.60	Multitple					\$ 46,360.60	62.98%	\$ 29,200.21	37.02%	\$ 17,160.40	\$ -	\$ -	\$ 17,160.40	\$ 4,290.10	\$ 4,290.10	\$ 4,290.10	\$ -			
6	SOFT	FILING 16	TriPointe	B&B Design	Aurora Highlands 3200 Series Architectural Design	31838	04/09/21	\$ 15,000.00	-	\$ 15,000.00	1585701	04/14/21	\$ 15,000.00	TP	04/14/21	\$ 15,000.00	100.00%	\$ 0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
6	SOFT	FILING 16	TriPointe	HR Green Development	201381 The Aurora Highlands	MULTIPLE	MULTIPLE	\$ 432,382.44	-	\$ 432,382.44	Multitple					\$ 432,382.44	25.93%	\$ 112,136.19	74.07%	\$ 320,246.25	\$ -	\$ -	\$ 320,246.25	\$ 80,061.56	\$ 80,061.56	\$ 80,061.56	\$ 80,061.56			
6	SOFT	FILING 16	TriPointe	Goddin Sudd Architects	Tri Pointe Filing 16 Architectural Design	MULTIPLE	MULTIPLE	\$ 12,717.50	-	\$ 12,717.50	Multitple					\$ 12,717.50	100.00%	\$ 12,717.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
6	SOFT	FILING 15	TM	Norris Design	TAH Filing 15 Site Plan and Plat	MULTIPLE	MULTIPLE	\$ 4,133.50	-	\$ 4,133.50	Multitple					\$ 4,133.50	57.04%	\$ 2,357.90	42.96%	\$ 1,775.60	\$ -	\$ -	\$ 443.90	\$ 443.90	\$ 443.90	\$ 443.90	\$ -			
6	SOFT	FILING 04	Pulte	Astec Consultants	164721-02 Aurora Highlands Filing 4-13	MULTIPLE	MULTIPLE	\$ 1,236.84	-	\$ 1,236.84	Vendor Stmt					\$ 1,236.84	20.50%	\$ 258.85	79.50%	\$ 1,000.00	\$ -	\$ -	\$ 258.86	\$ 76.20	\$ 189.15	\$ 132.87	\$ 15.59			
6	Hard	FILING 04	Pulte	CTL Thompson	Compaction Testing - Sanitary/Water/Storm	614813	02/28/22	\$ 629.00	-	\$ 629.00	Vendor Stmt					\$ 629.00	0.00%	\$ -	100.00%	\$ 629.00	\$ -	\$ -	\$ 629.00	\$ -	\$ -	\$ -	\$ -			
6	Hard	FILING 04	Pulte	CTL Thompson	Compaction Testing - Subgrade/Base/Paving	618188	03/31/22	\$ 1,859.00	-	\$ 1,859.00	Vendor Stmt					\$ -	0.00%	\$ -	100.00%	\$ 1,859.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
6	SOFT	FILING 05	Pulte	Astec Consultants	164721-02 Aurora Highlands Filing 4-13	MULTIPLE	MULTIPLE	\$ 4,234.93	-	\$ 4,234.93	Vendor Stmt					\$ 4,234.93	30.54%	\$ 971.35	79.46%	\$ 3,263.58	\$ -	\$ -	\$ 1,309.38	\$ 76.16	\$ 709.95	\$ 464.76	\$ 58.53			
6	Hard	FILING 05	Pulte	CTL Thompson	Compaction Testing - Subgrade/Base/Paving	618191	03/31/22	\$ 392.00	-	\$ 392.00	Vendor Stmt					\$ -	100.00%	\$ 392.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
6	SOFT	FILING 08	Pulte	Astec Consultants	164721-02 Aurora Highlands Filing 4-13	MULTIPLE	MULTIPLE	\$ 11,453.46	-	\$ 11,453.46	Vendor Stmt					\$ 11,453.46	Pulte	Multitple	\$ -	\$ 20,568	\$ 2,355.08	\$ 79.44%	\$ 8,998.38	\$ -	\$ -	\$ 3,174.03	\$ 184.61	\$ 1,720.96	\$ 1,126.59	\$ 141.87
6	Hard	FILING 08	Pulte	CTL Thompson	Compaction Testing - Sanitary Sewer (SS-5676 SO, W-3952 SO, St-1176 ROW-392)	618198	03/31/22	\$ 11,151.00	-	\$ 11,151.00	Multitple					\$ -	0.00%	\$ -	100.00%	\$ 11,151.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6	Hard	FILING 08	Pulte	CTL Thompson	Compaction Testing - Sanitary/Water/Storm (6138San,392W,845Row)	614814	02/28/22	\$ 7,375.00	-	\$ 7,375.00	Vendor Stmt	03/25/22	\$ 7,375.00	Pulte	03/25/22	\$ 7,375.00	0.00%	\$ -	100.00%	\$ -	\$ -	\$ -	\$ 7,375.00	\$ 845.00	\$ 892.00	\$ 6,138.00	\$ -			
6	SOFT	FILING 10	Bridgewater	Astec	171521-01 Aurora Highlands Filing 10	MULTIPLE	MULTIPLE	\$ 7,914.50	-	\$ 7,914.50	Multitple					\$ 10,387.90	100.00%	\$ 1,531.77	0.00%	\$ 6,382.73	\$ -	\$ -	\$ 8,856.14	\$ 2,214.03	\$ 2,214.03	\$ 2,214.03	\$ 2,214.03			
6	SOFT	FILING 10	Bridgewater	Centaur Services	TAH Filing 10	MULTIPLE	MULTIPLE	\$ 35,200.00	-	\$ 35,200.00	Multitple					\$ 46,339.5	46.33%	\$ 7,041.62	53.67%	\$ 8,138.38	\$ -	\$ -	\$ 10,602.90	\$ 2,651.47	\$ 2,651.47	\$ 2,651.47	\$ -			
6	Hard	FILING 10	Bridgewater	Kelley Trucking	TAH Section 30 Mass Grading - Filing 10	MULTIPLE	MULTIPLE	\$ 23,500.00	-	\$ 23,500.00	Multitple					\$ 1,772,326.74	64.33%	\$ 10,342.38	53.67%	\$ 1,198,621	\$ -	\$ -	\$ 951,270.84	\$ 250,392.35	\$ 250,093.81	\$ 250,392.35	\$ 250,392.35			
6	Hard	FILING 10	Bridgewater	Monks Construction Company	TAH 10 Grading	MULTIPLE	MULTIPLE	\$ 626,142.15	\$ 31,306.61	\$ 594,835.54	Multitple					\$ 594,825.52	46.33%	\$ 275,561.50	53.67%	\$ 319,264.05	\$ -	\$ -	\$ 594,825.54	\$ 148,706.39	\$ 148,706.39	\$ 148,706.39	\$ 148,706.39			
6	Hard	FILING 10	Bridgewater	Nelson Pipeline Constructors, LLC	FILING 10 - Infrastructure	MULTIPLE	MULTIPLE	\$ 389,215.09	\$ 18,460.75	\$ 370,754.34	Multitple					\$ 437,205.50	10.83%	\$ 37,963.74	89.18%	\$ 312,790.60	\$ -	\$ -	\$ 395,024.74	\$ 9,036.31	\$ 8,100.31	\$ 386,967.81	\$ 8,100.31			
6	Hard	FILING 10	Bridgewater	SRM	FILING 10 - Erosion Control	MULTIPLE	MULTIPLE	\$ 4,400.00	\$ 440.00	\$ 3,960.00	Multitple					\$ 6,156.54	64.33%	\$ 1,834.53	53.67%	\$ 2,125.47	\$ -	\$ -	\$ 4,512.09	\$ 1,128.02	\$ 1,128.02	\$ 1,128.02	\$ 1,128.02			
6	SOFT	FILING 13	Pulte	Astec Consultants	164721-02 Aurora Highlands Filing 4-13	MULTIPLE	MULTIPLE	\$ 451.52	-	\$ 451.52	Vendor Stmt					\$ 20.56%	\$ 133.97	79.44%	\$ 517.55	\$ -	\$ -	\$ 97.50	\$ 10.50	\$ 87.00	\$ 64.00	\$ 8.07				
6	HARD	FILING 15	TM	AG Wassenaar	206125 Aurora Highlands PA 5.2 J Compaction Testing	348245	03/30/22	\$ 19,865.00	-	\$ 19,865.00	Vendor Stmt					\$ -	57.04%	\$ 11,330.57	42.96%	\$ 8,534.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
6	HARD	FILING 15	TM	AG Wassenaar	206125 Aurora Highlands PA 5.2 J Compaction Testing	346880	02/24/22	\$ 19,266.00	-	\$ 19,266.00	ET049105	03/28/22	\$ 19,266.00	TM	03/28/22	\$ 19,266.00	57.04%	\$ 10,990.02	42.96%	\$ 8,275.98	\$ -	\$ -	\$ 8,275.98	\$ 2,069.00	\$ 2,069.00	\$ 2,069.00	\$ 2,069.00			
6	HARD	FILING 15	TM	AG Wassenaar	220000MAS 220001-221036 TAH Filing 13	347123	01/25/22	\$ 6,540.00	-	\$ 6,540.00	ET049065	01/14/22	\$ 6,540.00	TM	01/14/22	\$ 6,540.00	100.00%	\$ 6,540.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
6	HARD	FILING 16	TriPointe	AG Wassenaar	213279 TAH Filing 16 Compaction Testing	344468	12/31/21	\$ 17,970.00	-	\$ 17,970.00	2217335	03/01/22	\$ 17,970.00	TP	03/01/22	\$ 17,970.00	63.34%	\$ 11,382.84	36.66%	\$ 6,587.16	\$ -	\$ -	\$ 6,587.16	\$ 1,646.79	\$ 1,646.79	\$ 1,646.79	\$ 1,646.79			
6	HARD	FILING 16	TriPointe	AG Wassenaar	213279 TAH Filing 16 Compaction Testing	345747	01/28/22	\$ 19,530.00	-	\$ 19,530.00	2217335	03/01/22	\$ 19,530.00	TP	03/01/22	\$ 19,530.00</														

EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED

SUMMARY OF DOCUMENTS REVIEWED

SERVICE PLANS

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

DISTRICT AGREEMENTS

- Capital Construction and Reimbursement Agreement (In-Tract Improvements), by and between The Aurora Highlands Community Board and Aurora Highlands, LLC, effective June 24, 2020
- Waiver and Release of Reimbursement Rights, by and between The Aurora Highlands Community Authority Board, Aurora Highlands, LLC, and Pulte Home Company, LLC, effective May 10, 2021
- Waiver and Release of Reimbursement Rights, by and between The Aurora Highlands Community Board, Aurora Highlands, LLC, and Richmond American Homes of Colorado, Inc., effective April 10, 2020

PROFESSIONAL REPORTS

- The Aurora Highlands, Filing No. 2, Stormwater Management Plan, prepared by HR Green Development, LLC, approved November 17, 2020

LAND SURVEY DRAWINGS

- The Aurora Highlands Subdivision Filing No. 1, prepared by Aztec Consultants, Inc., dated July 8, 2019
- The Aurora Highlands Subdivision Filing No. 2, prepared by Aztec Consultants, Inc., recorded November 13, 2020 at Reception No. 2020000118550
- The Aurora Highlands Subdivision Filing No. 3, prepared by Aztec Consultants, Inc., dated October 19, 2019
- The Aurora Highlands Subdivision Filing No. 4, prepared by Aztec Consultants, Inc., dated February 14, 2020
- The Aurora Highlands Subdivision Filing No. 5, prepared by Aztec Consultants, Inc., dated April 6, 2020
- The Aurora Highlands Subdivision Filing No. 6, prepared by Aztec Consultants, Inc., dated May 12, 2020
- The Aurora Highlands Subdivision Filing No. 7, prepared by Aztec Consultants, Inc., dated May 13, 2020
- The Aurora Highlands Subdivision Filing No. 8, prepared by Aztec Consultants, Inc., dated May 14, 2020
- The Aurora Highlands Subdivision Filing No. 9, prepared by Aztec Consultants, Inc., dated December 28, 2021

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- The Aurora Highlands Subdivision Filing No. 10, prepared by Aztec Consultants, Inc., dated May 21, 2020
- The Aurora Highlands Subdivision Filing No. 11, prepared by Aztec Consultants, Inc., dated June 16, 2020
- The Aurora Highlands Subdivision Filing No. 13, prepared by Aztec Consultants, Inc., dated June 17, 2020
- The Aurora Highlands Subdivision Filing No. 14, prepared by Aztec Consultants, Inc., dated November 9, 2020
- The Aurora Highlands Subdivision Filing No. 15, prepared by Aztec Consultants, Inc., dated November 9, 2020
- The Aurora Highlands Subdivision Filing No. 16, prepared by Aztec Consultants, Inc., dated March 17, 2021
- The Aurora Highlands Subdivision Filing No. 17, prepared by Aztec Consultants, Inc., dated January 14, 2022
- The Aurora Highlands Subdivision Filing No. 18, prepared by Aztec Consultants, Inc., dated December 9, 2021
- The Aurora Highlands Subdivision Filing No. 19, prepared by Aztec Consultants, Inc., dated January 11, 2022

CIVIL ENGINEERING DRAWINGS

- The Aurora Highlands Contextual Site Plan No. 1, prepared by HR Green Development, LLC, dated February 20, 2019
- The Aurora Highlands Subdivision Filing No. 1 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved February 19, 2020
- The Aurora Highlands Subdivision Filing No. 2 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved November 17, 2020
- The Aurora Highlands Subdivision Filing No. 4 Area Grading Plan, prepared by HR Green Development, LLC, dated May 21, 2020
- The Aurora Highlands Subdivision Filing No. 5 Area Grading Plan, prepared by HR Green Development, LLC, dated August 18, 2020
- The Aurora Highlands Subdivision Filing No. 8 Area Grading Plan, prepared by HR Green Development, LLC, dated December 18, 2020
- The Aurora Highlands Subdivision Filing No. 4 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved February 25, 2021
- The Aurora Highlands Subdivision Filing No. 5 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved April 7, 2021

CONSULTANT CONTRACTS

- Aztec Consultants, Inc., Work Order for Surveying Services for TAH Filings 4 5 8, dated March 12, 2021, Fully Executed
- CTL Thompson Inc., Work Order for Construction Testing and Observation Services for TAH Filings 4 5 8, dated March 12, 2021, Fully Executed
- Contour Services, LLC, Work Order for Construction Management Services, The Aurora Highlands Filing 4, 5, and 8, dated March 31, 2021, Fully Executed
- HG Green Development, LLC, Statement of Services for Engineering and Surveying Services for TAH 4 5 8 13, dated December 18, 2020, Fully Executed
- Norris Design, Scope of Work for Planning Services and Landscape Architectural Services, dated November 24, 2020, Fully Executed

CONSULTANT INVOICES

- See Exhibit A - Summary of Costs Reviewed

CONTRACTOR CONTRACTS

- Public Service Company of Colorado d/b/a Xcel Energy, On-Site Distribution Extension Agreement (Electric), executed March 9, 2020
- Public Service Company of Colorado d/b/a Xcel Energy, Frost Agreement, executed March 31, 2020
- Qwest Corporation d/b/a CenturyLink QC, Provisioning Agreement for Housing Developments, to provide distribution facilities to 118 planned units, dated June 16, 2020
- Stormwater Logistics, Inc., Work Order for Erosion Control Installation and Maintenance for TAH Filings 4, 5, & 8, dated March 12, 2021, Fully Executed

CONTRACTOR PAY APPLICATIONS

- **AACMD Draws 1-42**
- **Bridgewater Homes Pay Applications**
 - o Kelley Trucking, Pay Application Nos. 1-5, dated September 30, 2021 through March 31, 2022
 - o Monks Construction Company, Pay Application Nos. 1-3, dated September 15, 2021 through November 15, 2021
 - o Nelson Pipeline, Pay Application Nos. 1-8, dated December 21, 2021 through April 20, 2022
 - o Stormwater Risk Management, Pay Application Nos. 1-6, dated November 22, 2021 through April 25, 2022

- Pulte Homes Pay Applications

- Brightview Landscape Development, Pay Application Nos. 1-7, dated October 31, 2021 through April 30, 2022
- Fiore and Sons, Pay Application Nos. 1-11, dated April 1, 2021 through March 21, 2022
- Martin Marietta, Pay Application Nos. 1-3 dated October 25, 2021 through April 25, 2022
- Nelson Pipeline Constructors, Pay Application Nos. 1-12, dated June 1, 2021 through April 15, 2022
- Pro Systems, Pay Application No. 1, dated November 19, 2021
- Precise Striping LLC, Pay Application Nos. 1-3, dated March 15, 2022 through May 15, 2022
- Stormwater Risk Management, Pay Application Nos. 1-14, dated June 1, 2021 through April 25, 2022
- Three Sons Construction, Pay Application Nos. 1 & 2, dated October 30, 2021 through November 30, 2021

- Richmond American Homes Pay Applications

- Alpine Civil Construction, CSP1, Pay Application Nos. 1-4, dated June 17, 2020 through October 30, 2020
- Alpine Civil Construction, CSP2, Pay Application Nos. 1-10, dated May 28, 2021 through February 28, 2022
- Bemas Construction, Filing No. 1, Pay Application Nos. 1 & 2, dated February 24, 2020 through March 24, 2020
- Bemas Construction, Filing No. 2, Pay application Nos. 1-4, dated January 25, 2021 through April 26, 2021
- Brightview Landscape Development, Pay Application No. 1, dated November 19, 2020
- Integrated Wall Solutions, Pay Application Nos. 1-2, dated July 25, 2020 through August 25, 2020
- Liberty Infrastructure LLC, Pay Application Nos. 1-12, through October 25, 2020
- Nelson Pipeline Constructors, LLC, Pay Application Nos. 1-7, dated March 23, 2021 through November 16, 2021
- ProSystems Professional Electrical Systems, Inc., Filing No. 1, Pay Application Nos. 1 & 2, dated October 8, 2020 through December 21, 2020
- ProSystems Professional Electrical Systems, Inc., Filing No. 2, Pay Application Nos. 1 & 2, from November 19, 2021 through February 2, 2022

- Taylor Morrison Pay Applications

- Monks Construction Company, Pay Application Nos. 1-6, dated November 15, 2021 through March 31, 2022

- **TriPointe Homes Pay Applications**

- Kelley Trucking, Pay Application Nos. 1-5, dated November 19, 2021 through April 5, 2022

Aerotropolis Area Coordinating Metro District

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Check List

All Bank Accounts

May 10, 2022

Check Number	Check Date	Payee	Amount
Vendor Checks			
184	05/10/22	AECOM Technical Services, Inc.	417,961.09
185	05/10/22	Aztec Consultants, Inc	6,750.00
186	05/10/22	Beam Longest Neff	65,104.00
187	05/10/22	Big West Consulting	34,810.00
188	05/10/22	Cage Civil Engineering	18,365.00
189	05/10/22	Clanton & Associates	3,495.00
190	05/10/22	CTL Thompson, INC	5,671.00
191	05/10/22	Dynaelectric Company, Inc.	49,615.88
192	05/10/22	EVstudio	160.00
193	05/10/22	HR Green Development, LLC	31,009.00
194	05/10/22	JHL Constructors, Inc	2,182,619.48
195	05/10/22	Matrix Design Group, Inc	296,186.66
196	05/10/22	Merrick & Company	64,308.35
197	05/10/22	NORRIS DESIGN	32,992.95
198	05/10/22	Ox Blue	7,390.00
199	05/10/22	Schedio Group LLC	38,552.58
200	05/10/22	STORMWATER RISK MANAGEMENT LLC	216,699.56
201	05/10/22	Summit Strategies	46,250.00
Vendor Check Total			<u>3,517,940.55</u>
Check List Total			<u><u>3,517,940.55</u></u>

Check count = 18

Aerotropolis Area Coordinating Metro District

Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
AECOM Techn	AECOM Technical Services, Inc.				
Reference:	2000612982	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307862	Program Management - AECOM Technical Services, Inc.	<u>11,779.25</u>			
	Totals	11,779.25	0.00	11,779.25	11,779.25
Reference:	2000612983	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307862	Program Management - AECOM Technical Services, Inc.	<u>12,675.99</u>			
	Totals	12,675.99	0.00	12,675.99	12,675.99
Reference:	2000612964	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301250	Accounts Receivable - ARTA - AECOM Technical Services, Inc.	<u>53,427.25</u>			
	Totals	53,427.25	0.00	53,427.25	53,427.25
Reference:	2000612974	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301250	Accounts Receivable - ARTA - AECOM Technical Services, Inc.-ARTA	<u>15,845.57</u>			
	Totals	15,845.57	0.00	15,845.57	15,845.57
Reference:	2000612976	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301250	Accounts Receivable - ARTA - AECOM Technical Services, Inc.-ARTA	<u>4,724.50</u>			
	Totals	4,724.50	0.00	4,724.50	4,724.50
Reference:	2000612993	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301250	Accounts Receivable - ARTA - AECOM Technical Services, Inc.	<u>1,980.50</u>			
	Totals	1,980.50	0.00	1,980.50	1,980.50
Reference:	2000613027	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301250	Accounts Receivable - ARTA - AECOM Technical Services, Inc.	<u>147,044.56</u>			
	Totals	147,044.56	0.00	147,044.56	147,044.56
Reference:	2000613040	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301250	Accounts Receivable - ARTA - AECOM Technical Services, Inc.	<u>119,274.97</u>			
	Totals	119,274.97	0.00	119,274.97	119,274.97
Reference:	2000612988	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301254	Accounts Receivable - ATEC - AECOM Technical Services, Inc.-ATEC	<u>956.00</u>			
	Totals	956.00	0.00	956.00	956.00
Reference:	2000613123	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301254	Accounts Receivable - ATEC - AECOM Technical Services, Inc.-ATEC	<u>41,626.00</u>			
	Totals	41,626.00	0.00	41,626.00	41,626.00

Aerotropolis Area Coordinating Metro District

Cash Requirement Report - Detailed

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All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Reference:	200612969	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301250	Accounts Receivable - ARTA - AECOM Technical Services, Inc.	<u>8,626.50</u>			
	Totals	8,626.50	0.00	8,626.50	8,626.50
	Totals for AECOM Technical Services, Inc.	<u>417,961.09</u>	<u>0.00</u>	<u>417,961.09</u>	<u>417,961.09</u>
Aztec	Aztec Consultants, Inc				
Reference:	127544	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307871	Surveying - Aztec Consultants, Inc	<u>1,500.00</u>			
	Totals	1,500.00	0.00	1,500.00	1,500.00
Reference:	127546	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307871	Surveying - Aztec Consultants, Inc	<u>5,250.00</u>			
	Totals	5,250.00	0.00	5,250.00	5,250.00
	Totals for Aztec Consultants, Inc	<u>6,750.00</u>	<u>0.00</u>	<u>6,750.00</u>	<u>6,750.00</u>
Beam	Beam Longest Neff				
Reference:	69656	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301250	Accounts Receivable - ARTA - Beam Longest Neff	<u>20,220.50</u>			
	Totals	20,220.50	0.00	20,220.50	20,220.50
Reference:	69658	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301250	Accounts Receivable - ARTA - Beam Longest Neff	<u>27,375.00</u>			
	Totals	27,375.00	0.00	27,375.00	27,375.00
Reference:	69721	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301250	Accounts Receivable - ARTA - Beam Longest Neff	<u>898.50</u>			
	Totals	898.50	0.00	898.50	898.50
Reference:	69657	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301250	Accounts Receivable - ARTA - Beam Longest Neff	<u>16,610.00</u>			
	Totals	16,610.00	0.00	16,610.00	16,610.00
	Totals for Beam Longest Neff	<u>65,104.00</u>	<u>0.00</u>	<u>65,104.00</u>	<u>65,104.00</u>
BIGWEST	Big West Consulting				
Reference:	126	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307821	Landscape, Hardscape & Monumentation - Big West Consulting	<u>34,810.00</u>			
	Totals	34,810.00	0.00	34,810.00	34,810.00
	Totals for Big West Consulting	<u>34,810.00</u>	<u>0.00</u>	<u>34,810.00</u>	<u>34,810.00</u>

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GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
CAGE Civil	Cage Civil Engineering				
Reference:	5713	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307866	Civil Engineering - Cage Civil Engineering	<u>7,675.00</u>			
	Totals	7,675.00	0.00	7,675.00	7,675.00
Reference:	5754	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307866	Civil Engineering - Cage Civil Engineering	<u>10,690.00</u>			
	Totals	10,690.00	0.00	10,690.00	10,690.00
	Totals for Cage Civil Engineering	<u>18,365.00</u>	<u>0.00</u>	<u>18,365.00</u>	<u>18,365.00</u>
CLAN	Clanton & Associates				
Reference:	21030.1-8	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301250	Accounts Receivable - ARTA - Clanton & Associates	<u>1,265.00</u>			
	Totals	1,265.00	0.00	1,265.00	1,265.00
Reference:	21094-4	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307865	Construction Assistance - Clanton & Associates	<u>2,230.00</u>			
	Totals	2,230.00	0.00	2,230.00	2,230.00
	Totals for Clanton & Associates	<u>3,495.00</u>	<u>0.00</u>	<u>3,495.00</u>	<u>3,495.00</u>
CTL Thompso	CTL Thompson, INC				
Reference:	601335	Date:	01/01/22	Discount exp date:	
GL AP account:	302500	Due date:	01/01/22	Payment term:	
307857	Engineering - CTL Thompson, INC	<u>3,850.00</u>			
	Totals	3,850.00	0.00	3,850.00	3,850.00
Reference:	563254	Date:	01/01/22	Discount exp date:	
GL AP account:	302500	Due date:	01/01/22	Payment term:	
307857	Engineering - CTL Thompson, INC	<u>1,076.00</u>			
	Totals	1,076.00	0.00	1,076.00	1,076.00
Reference:	622652	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307857	Engineering - CTL Thompson, INC	<u>65.00</u>			
	Totals	65.00	0.00	65.00	65.00
Reference:	622649	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307857	Engineering - CTL Thompson, INC	<u>680.00</u>			
	Totals	680.00	0.00	680.00	680.00
	Totals for CTL Thompson, INC	<u>5,671.00</u>	<u>0.00</u>	<u>5,671.00</u>	<u>5,671.00</u>
Dynaelectri	Dynaelectric Company, Inc.				
Reference:	206013-RT1	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	

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GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
307855	Streets - Dynaelectric Company, Inc.	95,854.12			
301250	Accounts Receivable - ARTA - Dynaelectric Company, Inc.	(95,854.12)			
302501	Retainage Payable - Dynaelectric Company, Inc.	<u>47,927.06</u>			
	Totals	47,927.06	0.00	47,927.06	47,927.06
Reference:	Pay App 21	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301250	Accounts Receivable - ARTA - Dynaelectric Company, Inc.	(24,963.08)			
302501	Retainage Payable - Dynaelectric Company, Inc.	(88.89)			
307855	Streets - Dynaelectric Company, Inc.	<u>26,740.79</u>			
	Totals	1,688.82	0.00	1,688.82	1,688.82
	Totals for Dynaelectric Company, Inc.	<u>49,615.88</u>	<u>0.00</u>	<u>49,615.88</u>	<u>49,615.88</u>
EV	EVstudio				
Reference:	19120-27	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307821	Landscape, Hardscape & Monumentation - EVstudio	<u>160.00</u>			
	Totals	160.00	0.00	160.00	160.00
	Totals for EVstudio	<u>160.00</u>	<u>0.00</u>	<u>160.00</u>	<u>160.00</u>
HR	HR Green Development, LLC				
Reference:	151636	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307866	Civil Engineering - HR Green Development, LLC	173.13			
301250	Accounts Receivable - ARTA - HR Green Development, LLC	<u>125.37</u>			
	Totals	298.50	0.00	298.50	298.50
Reference:	151642	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307866	Civil Engineering - HR Green Development, LLC	<u>1,673.00</u>			
	Totals	1,673.00	0.00	1,673.00	1,673.00
Reference:	151643	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307866	Civil Engineering - HR Green Development, LLC	<u>4,335.00</u>			
	Totals	4,335.00	0.00	4,335.00	4,335.00
Reference:	151638	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307866	Civil Engineering - HR Green Development, LLC	3,828.00			
301250	Accounts Receivable - ARTA - HR Green Development, LLC	<u>17,842.00</u>			
	Totals	21,670.00	0.00	21,670.00	21,670.00
Reference:	151648	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	

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GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
301250	Accounts Receivable - ARTA - HR Green Development, LLC	3,032.50			
	Totals	3,032.50	0.00	3,032.50	3,032.50
	Totals for HR Green Development, LLC	31,009.00	0.00	31,009.00	31,009.00
JHL	JHL Constructors, Inc				
Reference:	Pay App 25	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307867	Trib T Geomorphology - JHL Constructors, Inc	35,874.88			
302501	Retainage Payable - JHL Constructors, Inc	(2,984.60)			
301250	Accounts Receivable - ARTA - JHL Constructors, Inc	23,817.10			
	Totals	56,707.38	0.00	56,707.38	56,707.38
Reference:	Pay App 4	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307865	Construction Assistance - JHL Constructors, Inc	11,040.85			
302501	Retainage Payable - JHL Constructors, Inc	(552.04)			
	Totals	10,488.81	0.00	10,488.81	10,488.81
Reference:	Pay App 5	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307859	Utilities - JHL Constructors, Inc	772,708.46			
302501	Retainage Payable - JHL Constructors, Inc	(38,635.43)			
	Totals	734,073.03	0.00	734,073.03	734,073.03
Reference:	Pay App 3	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307821	Landscape, Hardscape & Monumentation - JHL Constructors, Inc	552,307.08			
302501	Retainage Payable - JHL Constructors, Inc	(58,748.28)			
	Totals	493,558.80	0.00	493,558.80	493,558.80
Reference:	Pay App 1	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307859	Utilities - JHL Constructors, Inc	839,780.49			
302501	Retainage Payable - JHL Constructors, Inc	(41,989.03)			
	Totals	797,791.46	0.00	797,791.46	797,791.46
Reference:	90072	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307865	Construction Assistance - JHL Constructors, Inc	90,000.00			
	Totals	90,000.00	0.00	90,000.00	90,000.00
	Totals for JHL Constructors, Inc	2,182,619.48	0.00	2,182,619.48	2,182,619.48
Matrix	Matrix Design Group, Inc				
Reference:	35978	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307862	Program Management - Matrix Design Group, Inc	42,903.75			
	Totals	42,903.75	0.00	42,903.75	42,903.75
Reference:	35981	Date:	05/31/22	Discount exp date:	

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GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
GL AP account: 307862	302500 Program Management - Matrix Design Group, Inc	Due date: 05/31/22 <u>59,178.47</u>	Payment term:		
	Totals	59,178.47	0.00	59,178.47	59,178.47
Reference: GL AP account: 307862	35982 302500 Program Management - Matrix Design Group, Inc	Date: 05/31/22 Due date: 05/31/22 <u>36,265.50</u>	Discount exp date: Payment term:		
	Totals	36,265.50	0.00	36,265.50	36,265.50
Reference: GL AP account: 307862	36028 302500 Program Management - Matrix Design Group, Inc	Date: 05/31/22 Due date: 05/31/22 <u>18,500.00</u>	Discount exp date: Payment term:		
	Totals	18,500.00	0.00	18,500.00	18,500.00
Reference: GL AP account: 307862	36027 302500 Program Management - Matrix Design Group, Inc	Date: 05/31/22 Due date: 05/31/22 <u>54,604.00</u>	Discount exp date: Payment term:		
	Totals	54,604.00	0.00	54,604.00	54,604.00
Reference: GL AP account: 307862	36034 302500 Program Management - Matrix Design Group, Inc	Date: 05/31/22 Due date: 05/31/22 <u>10,295.00</u>	Discount exp date: Payment term:		
	Totals	10,295.00	0.00	10,295.00	10,295.00
Reference: GL AP account: 307862	36006 302500 Program Management - Matrix Design Group, Inc	Date: 05/31/22 Due date: 05/31/22 <u>37,975.59</u>	Discount exp date: Payment term:		
	Totals	37,975.59	0.00	37,975.59	37,975.59
Reference: GL AP account: 307862	36162 302500 Program Management - Matrix Design Group, Inc	Date: 05/31/22 Due date: 05/31/22 <u>36,464.35</u>	Discount exp date: Payment term:		
	Totals	36,464.35	0.00	36,464.35	36,464.35
	Totals for Matrix Design Group, Inc	<u>296,186.66</u>	<u>0.00</u>	<u>296,186.66</u>	<u>296,186.66</u>
Merrick	Merrick & Company				
Reference: GL AP account: 307867 301250	211040 302500 Trib T Geomorphology - Merrick & Company Accounts Receivable - ARTA - Merrick & Company	Date: 05/31/22 Due date: 05/31/22 2,667.08 <u>3,951.67</u>	Discount exp date: Payment term:		
	Totals	6,618.75	0.00	6,618.75	6,618.75
Reference: GL AP account: 307867	211825 302500 Trib T Geomorphology - Merrick & Company	Date: 05/31/22 Due date: 05/31/22 <u>2,790.00</u>	Discount exp date: Payment term:		
	Totals	2,790.00	0.00	2,790.00	2,790.00
Reference: GL AP account: 307867	211824 302500 Trib T Geomorphology - Merrick & Company	Date: 05/31/22 Due date: 05/31/22 732.98	Discount exp date: Payment term:		

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GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
301250	Accounts Receivable - ARTA - Merrick & Company	<u>2,743.27</u>			
	Totals	3,476.25	0.00	3,476.25	3,476.25
Reference:	211027	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307867	Trib T Geomorphology - Merrick & Company	<u>1,233.75</u>			
	Totals	1,233.75	0.00	1,233.75	1,233.75
Reference:	211823	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307867	Trib T Geomorphology - Merrick & Company	<u>1,821.59</u>			
	Totals	1,821.59	0.00	1,821.59	1,821.59
Reference:	211019	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307867	Trib T Geomorphology - Merrick & Company	<u>46,485.26</u>			
	Totals	46,485.26	0.00	46,485.26	46,485.26
Reference:	211028	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307867	Trib T Geomorphology - Merrick & Company	<u>1,092.00</u>			
301250	Accounts Receivable - ARTA - Merrick & Company	<u>790.75</u>			
	Totals	1,882.75	0.00	1,882.75	1,882.75
Totals for Merrick & Company		<u>64,308.35</u>	<u>0.00</u>	<u>64,308.35</u>	<u>64,308.35</u>
NORRISDESIG	NORRIS DESIGN				
Reference:	01-72171	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307821	Landscape, Hardscape & Monumentation - NORRIS DESIGN	<u>6,096.99</u>			
301250	Accounts Receivable - ARTA - NORRIS DESIGN	<u>4,415.06</u>			
	Totals	10,512.05	0.00	10,512.05	10,512.05
Reference:	01-72086	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307821	Landscape, Hardscape & Monumentation - NORRIS DESIGN	<u>2,770.15</u>			
	Totals	2,770.15	0.00	2,770.15	2,770.15
Reference:	01-71976	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307821	Landscape, Hardscape & Monumentation - NORRIS DESIGN	<u>1,422.50</u>			
	Totals	1,422.50	0.00	1,422.50	1,422.50
Reference:	01-72030	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307821	Landscape, Hardscape & Monumentation - NORRIS DESIGN	<u>1,380.00</u>			
	Totals	1,380.00	0.00	1,380.00	1,380.00
Reference:	01-72128	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307821	Landscape, Hardscape & Monumentation - NORRIS DESIGN	<u>3,957.50</u>			

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GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
	Totals	3,957.50	0.00	3,957.50	3,957.50
Reference:	01-72190	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307821	Landscape, Hardscape & Monumentation - NORRIS DESIGN	<u>6,608.25</u>			
	Totals	6,608.25	0.00	6,608.25	6,608.25
Reference:	01-72155	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307821	Landscape, Hardscape & Monumentation - NORRIS DESIGN	<u>4,617.50</u>			
	Totals	4,617.50	0.00	4,617.50	4,617.50
Reference:	01-72050	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307821	Landscape, Hardscape & Monumentation - NORRIS DESIGN	<u>1,725.00</u>			
	Totals	1,725.00	0.00	1,725.00	1,725.00
	Totals for NORRIS DESIGN	<u>32,992.95</u>	<u>0.00</u>	<u>32,992.95</u>	<u>32,992.95</u>
Ox Blue	Ox Blue				
Reference:	474255	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307851	Camera Monitoring - Ox Blue-Construction	<u>1,988.67</u>			
301251	Accounts Receivable - Developer - Ox Blue- Developer	<u>1,413.33</u>			
	Totals	3,402.00	0.00	3,402.00	3,402.00
Reference:	474592	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307851	Camera Monitoring - Ox Blue	<u>2,407.77</u>			
301251	Accounts Receivable - Developer - Ox Blue- Developer	<u>1,580.23</u>			
	Totals	3,988.00	0.00	3,988.00	3,988.00
	Totals for Ox Blue	<u>7,390.00</u>	<u>0.00</u>	<u>7,390.00</u>	<u>7,390.00</u>
SCHEDIO	Schedio Group LLC				
Reference:	181106-1187	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307805	Cost Verification - Schedio Group LLC	<u>25,094.58</u>			
	Totals	25,094.58	0.00	25,094.58	25,094.58
Reference:	181106-1188	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307805	Cost Verification - Schedio Group LLC	<u>10,726.00</u>			
	Totals	10,726.00	0.00	10,726.00	10,726.00
Reference:	181107-1189	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
301250	Accounts Receivable - ARTA - Schedio Group LLC	<u>2,732.00</u>			
	Totals	2,732.00	0.00	2,732.00	2,732.00
	Totals for Schedio Group LLC	<u>38,552.58</u>	<u>0.00</u>	<u>38,552.58</u>	<u>38,552.58</u>

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GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
SRM	STORMWATER RISK MANAGEMENT LLC				
Reference:	Pay App 36	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307872	Erosion Control - STORMWATER RISK MANAGEMENT LLC	78,676.22			
301250	Accounts Receivable - ARTA - STORMWATER RISK MANAGEMENT LLC	50,091.58			
302501	Retainage Payable - STORMWATER RISK MANAGEMENT LLC	<u>(6,438.39)</u>			
	Totals	122,329.41	0.00	122,329.41	122,329.41
Reference:	Pay App 4	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307872	Erosion Control - STORMWATER RISK MANAGEMENT LLC	99,337.00			
302501	Retainage Payable - STORMWATER RISK MANAGEMENT LLC	<u>(4,966.85)</u>			
	Totals	94,370.15	0.00	94,370.15	94,370.15
	Totals for STORMWATER RISK MANAGEMENT LLC	<u>216,699.56</u>	<u>0.00</u>	<u>216,699.56</u>	<u>216,699.56</u>
SUMMITSTRAT	Summit Strategies				
Reference:	1337	Date:	05/31/22	Discount exp date:	
GL AP account:	302500	Due date:	05/31/22	Payment term:	
307863	Project Assistance - Summit Strategies	43,031.00			
301250	Accounts Receivable - ARTA - Summit Strategies	3,069.00			
301254	Accounts Receivable - ATEC - Summit Strategies	<u>150.00</u>			
	Totals	46,250.00	0.00	46,250.00	46,250.00
	Totals for Summit Strategies	<u>46,250.00</u>	<u>0.00</u>	<u>46,250.00</u>	<u>46,250.00</u>
	Company Totals	<u>3,517,940.55</u>	<u>0.00</u>	<u>3,517,940.55</u>	<u>3,517,940.55</u>

ON-SITE DISTRIBUTION EXTENSION AGREEMENT (ELECTRIC)

This On-Site Distribution Extension Agreement (the “Agreement”), is dated as of March 25, 2022 (“Contract Origination Date”), by and between Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (the “Company”) and AEROTROPOLIS AREA COORDINATING METRO DISTRICT (the “Applicant”). Applicant and Company are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.” This Agreement is subject to the Company’s Electric Service Distribution Extension Policy (the “Policy”) within Company’s electric tariff (the “Tariff”) and to the entirety of Company’s Tariff, as amended from time to time, and such Policy and Tariff are each incorporated herein by reference. The Policy and Tariff are available for inspection at the Colorado Public Utilities Commission and on Company’s website. Any capitalized term in this Agreement that is not expressly defined herein shall have the meaning set forth in the Policy or Tariff.

This Agreement sets forth the terms and conditions for the design, construction, installation, and payment for the On-Site Distribution Extension (as defined herein), including without limitation the calculation of the Construction Payment to be paid by Applicant. Subject to the exceptions set forth herein and in the Policy and Tariff, the cost responsibility of the Applicant will be based upon, as applicable: (1) standardized per lot costs of constructing and installing the facilities necessary to adequately supply service to single family and townhome lots requested by Applicant (average of sixty (60) feet or less frontage); and (2) Company's estimate of the cost of constructing and installing other facilities necessary to adequately supply the On-Site Distribution Extension (including but not limited to single family and townhome lots more than an average of sixty (60) feet frontage, non-standard load and construction requirements, and commercial facilities), less a Construction Allowance. The Construction Payment shall be non-refundable as of the date that construction commences.

List of Exhibits	Included
Contingency List	Yes
Cost Estimate Worksheet	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Frost and Ground Thawing Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

1. Service. Applicant has requested and Company has agreed that Company will design, construct, and install the necessary On-Site Distribution Extension to provide electric service to serve 3683 MAIN ST in the City or Town of AURORA in the County of ADAMS in the State of Colorado (“Service”).

Such Service will have the following characteristics:

Category	Applicability
Type of Service	<input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Indeterminate <input type="checkbox"/> Temporary
Network Service	<input type="checkbox"/> Network <input checked="" type="checkbox"/> Non-Network
Voltage (choose one or both)	<input checked="" type="checkbox"/> Primary Voltage <input type="checkbox"/> Secondary Voltage
Overhead/Underground (choose one or both)	<input type="checkbox"/> Overhead <input checked="" type="checkbox"/> Underground
Phase (choose one)	<input checked="" type="checkbox"/> Single-Phase <input checked="" type="checkbox"/> Three-Phase <input type="checkbox"/> Combination Single- and Three-Phase
Additional Characteristics (choose any as applicable)	<input type="checkbox"/> Electric Vehicle Charging Station(s) <input type="checkbox"/> High Density Load <input type="checkbox"/> Street Lighting <input type="checkbox"/> Solar <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

The Parties acknowledge that, if Service includes the provision of Street Lighting, such Service is also subject to, without limitation, the requirements of the Street Lighting Extension Policy.

2. Service Class of Applicant. Applicant [☐ is / ☒ is not] a Governmental Entity. In accordance with the Policy and the Tariff, the Applicant shall accept Service under the following Service Class(es):

SERVICE CLASS	APPLICABILITY
RESIDENTIAL	
Schedules R, RE-TOU	<input type="checkbox"/>
Schedules RD, RD-TDR	<input type="checkbox"/>
COMMERCIAL/INDUSTRIAL	
Schedules C, NMTR	<input type="checkbox"/>
Schedules SGL, SG, SST, STOU, SPVTOU, SG-CPP	<input type="checkbox"/>
Schedules PG, PST, PTOU, PG-CPP	<input type="checkbox"/>
STREET LIGHTING	
Schedule TSL MSL, MI	<input checked="" type="checkbox"/>
Schedule RAL, CAL, PLL, SL, SSL, SLU	<input type="checkbox"/>
Schedule COL, ESL	<input type="checkbox"/>

3. Associated Agreements. Except as expressly set forth in this Agreement, this Agreement does not encompass any engineering design, facilities, costs, or payments that may be specified in the associated Off-Site Distribution Line Extension Agreement, the Residential Service Lateral Agreement, or the Commercial Service Lateral Agreement that may be entered into by the Parties and that are associated with the provisions of Service hereunder (collectively, the “Associated Agreements”). The Parties acknowledge that such additional engineering design, facilities, costs, or payments specified in the Associated Agreements may be necessary to fully effectuate the provision of Service contemplated herein, and the engineering design, facilities, costs, and payments with respect to those Associated Agreements will be calculated and contracted for separately from this Agreement.
4. Engineering Design of On-Site Distribution Extension. To the extent applicable, Applicant has submitted to Company an approved final plat of the subdivision contemplated hereunder, which subdivision has been approved by the local government entity with authority to approve the final plat. Based on the information provided by Applicant, Company has completed an engineering design and cost estimate to construct and install the facilities necessary to adequately supply the requested On-Site Distribution Extension. The facilities described below do not encompass any engineering design or facilities identified in the Associated Agreements. Company’s engineering design for the On-Site Distribution Extension includes the following:

Category	Project-Specific Information
APPLICANT-PROVIDED INFORMATION*	
Number of Single-Family or Townhome Lots with an average of sixty (60) feet or less of frontage (Standardized Lots)	0
Number of lots/facilities with non-standard load and construction requirements (e.g., commercial facilities, single-family or townhome lots with an average of more than sixty (60) feet of frontage, three-phase service, extensions exceeding three hundred twenty (320) amps, compaction, and/or boring, etc.) (Non-Standard Lots)	0
Number of Street Lights (if any)	0

Category	Project-Specific Information
Point of Interconnection between Off-Site Distribution Line Extension facilities and On-Site Distribution Extension facilities (if applicable)	
ADDITIONAL CIRCUMSTANCES**	
Distribution Reinforcements (if any)	
Excess Facilities (if any)	
ATO/MTO Dual Feeder Service (if any)	
Other Considerations/Special Items (if any)	
* Details for each individual single-family or townhome lot contemplated under this Agreement, including individual lot frontage widths, and for any non-standard project elements, may be provided in the Cost Estimate Worksheet.	
** Additional considerations for the following special circumstances, including cost calculation requirements, are set forth in the Policy and Tariff: Distribution Reinforcements; Excess Facilities; and provision of ATO/MTO Dual Feeder Service. Such additional circumstances may require execution of additional ancillary agreements.	

Applicant acknowledges that, in the event that other utilities or facilities will be installed jointly with the On-Site Distribution Extension, Applicant shall arrange for the installation of and payment for any such facilities with the local telephone company, the local cable television company, or any other utility company, as applicable.

5. Construction Obligations. Applicant shall comply with all Construction Obligations, as those obligations are set forth in the Contingency List. The Agreement and all Associated Agreements are contingent upon acquisition of all required permits and approvals, as those permits and approvals are set forth in the Contingency List.
6. Estimated Construction Cost.
 - a. In General. The estimated cost of all facilities necessary to construct and install the On-Site Distribution Extension is calculated in accordance with the Policy and the Tariff (the "Estimated Construction Cost"). The Estimated Construction Cost may include, without limitation, the estimated cost of all materials, labor, rights-of-way, trench and backfill in non-rock conditions or in known rock conditions, permitting, and tree trimming, together with all incidental and overhead expenses connected therewith. "Trench and backfill in rock conditions" shall include any construction activities that require the use of special construction techniques or special equipment.
 - b. Special Provisions for Reinforcement. Where Distribution Reinforcement is required for serving an existing customer's electric service from Company, Company shall make such Distribution Reinforcement as follows:
 - i. for a Residential or Small Commercial Customer that receives service under a rate schedule which is not based on Kilowatt Demand, relating to the Customer's total load requirements, other than a High Density Load, Company may make such Reinforcements at its expense.
 - ii. For all applicants that receive service under a rate schedule which is based on Kilowatt Demand other than a High Density Load, such Distribution Reinforcement shall be an Off-Site Distribution Line Extension where the Construction Costs shall include the Company's cost to reinforce the system necessary to serve Applicant's total load and the Construction Allowance shall be based on the difference between the Applicant's current maximum Demand over the previous twelve (12) months and Company's estimate of Applicant's projected total load.

- iii. Where Distribution Reinforcement is required to serve a High Density Load Customer that in whole or in part with another High Density Load Customer causes system capacity to be exceeded or Company's facilities to be overloaded, the Customer shall be required to pay Company the necessary costs for the upgrade or Reinforcement needed to correct the condition.
- iv. Where Distribution Reinforcement is required for serving new applicants for electric service from Company, Company may make such Reinforcement as part of a new On-Site Distribution Extension or Off-Site Distribution Line Extension where the Estimated Construction Cost shall include Company's cost to reinforce the system as well as new Distribution Extension Facilities necessary to serve Applicant's total load and the Construction Allowance and Off-Site Distribution Line Extension Credit if applicable shall be applicable to the total Estimated Construction Cost.
- v. For conversion from single-phase to three-phase service and all other classes of service with Kilowatt Demand based distribution portion Construction Allowances, any required Reinforcement shall generally recognize the Construction Cost, Construction Allowance, and Off-Site Distribution Line Extension Credit if applicable for the applicant's additional load and applicant's Construction Payment provisions of the Policy in accordance with individual agreements between the applicant and Company based upon the amount, character, and permanency of the load. For purposes of this section, all Reinforcement for land development shall be considered non-residential and the land developer shall be responsible for Reinforcement costs.
- c. Special cost calculation considerations affecting the total Estimated Construction Cost, including for any Reinforcement, Excess Facilities, ATO/MTO Dual Feeders, and Uneconomic Extensions may be included in the Cost Estimate Worksheet, and additional terms and conditions are provided in the Policy and the Tariff.

Line	Category	Addendum Needed?	Estimated Cost
1	Standardized Per Lot Construction Costs (0 x \$2,511.00)		\$ 0.00
2	Cost Estimate Worksheet for Non-Standard Lot Construction	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	\$165,851.73
3	ESTIMATED CONSTRUCTION COST (Sum of Lines 1 & 2)		\$165,851.73

7. Calculation of Construction Allowance and Street Lighting Construction Allowance.

- a. Construction Allowance. The terms for the award of the Construction Allowance, if applicable, are as provided for by this Agreement, the Associated Agreements, the Policy, and the Tariff. The Construction Allowance is calculated on a per customer or per kilowatt demand basis, and such amounts for each of the various classes of service are listed in the Policy on the sheets entitled Construction Allowance by Service Class. The Construction Allowance shall be applicable to applicants receiving service under a Standby service schedule and shall be applicable up to the Distribution Capacity, as set forth in the applicable Electric Standby Service Agreement. **The Construction Allowance is not available if Indeterminate Service or Temporary Service is designated** (see Section 1 above).

To the extent applicable, the calculation of the Construction Allowance is as follows:

A	B	C	D	E	F
Line	Service Class and Rate Schedule	Number of Meters	Total Amount of Kilowatt Demand	Construction Allowance	Amount
Residential – On-Site Distribution					
1	Schedules R, RE-TOU	0		\$1,070	\$ 0.00
2	Schedules RD, RD-TDR		0.0	\$260/kW	\$ 0.00
Commercial and Industrial – On-Site Distribution					
3	Schedules C, NMTR	0		\$1,380	\$ 0.00
4	Schedules SGL, SG, SST, STOU, SPVTOU, SG-CPP		0.0	\$350/kW	\$ 0.00
5	Schedules PG, PST, PTOU, PG-CPP		0.0	\$220/kW	\$ 0.00
6	CONSTRUCTION ALLOWANCE (Sum of Lines 1 – 5)				\$ 0.00

To the extent there is excess Construction Allowance arising out of and pursuant to this Agreement, such excess Construction Allowance may be applied to an associated Off-Site Distribution Line Extension Agreement, as set forth therein, provided that such Off-Site Distribution Line Extension Agreement is entered into by and between the same Parties as this Agreement and for the purpose of effectuating the same Service as contemplated hereunder. In no event shall the total amount credited to Applicant exceed the total Construction Payment made by Applicant.

- b. Street Lighting Construction Allowance. To the extent applicable, the calculation of the Street Lighting Construction Allowance for this Agreement is listed below. The Street Lighting Construction Allowance is not available if Indeterminate Service or Temporary Service is designated (see Section 1 above).

A	B	C	D	E
Line	Service Class and Rate Schedule	Number of Point(s) of Delivery or Lighting Unit(s), as applicable	Construction Allowance	Amount
1	Schedules TSL, MSL, MI	11	\$1,080	\$11,880.00
2	Schedules RAL, CAL, PLL, SL, SSL, SLU	0	Lighting Equipment: \$770	\$ 0.00
		0	Distribution System: \$80	\$ 0.00
3	Schedules COL, ESL	0	Distribution System: \$80	\$ 0.00
4	STREET LIGHTING CONSTRUCTION ALLOWANCE (Sum of Lines 1 – 3)			\$11,880.00

8. Construction Payment.

- a. Permanent Service. If the On-Site Distribution Extension is designated to provide Permanent Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in 6 above), less the Construction Allowance and, as

applicable, the Street Lighting Construction Allowance (as set forth in Section 7 above), such payment amount subject to Company's approval, not to be unreasonably withheld.

- b. Indeterminate Service. If the On-Site Distribution Extension is designated to provide Indeterminate Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in Section 6 above), such payment amount subject to Company's approval, not to be unreasonably withheld.
- c. Temporary Service. If the On-Site Distribution Extension is designated to provide Temporary Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the estimated cost of installing and removing all necessary overhead or underground electric On-Site Distribution Extension facilities, such payment amount subject to Company's approval, not to be unreasonably withheld.
- d. Calculation of Construction Payment. The Construction Payment under this Agreement is calculated as follows:

Line	Category	Amount
1	Estimated Construction Cost (see Section 6 above)	\$165,851.73
2	Construction Allowance (see Section 7 above)	\$ 0.00
3	Line 1 minus Line 2 (If value is a negative number, such amount may qualify as an excess Construction Allowance applicable to an associated Off-Site Distribution Line Extension Agreement.)	\$165,851.73
4	As applicable, the Street Lighting Construction Allowance (see Section 7 above)	\$11,880.00
5	Line 3 minus Line 4: TOTAL CONSTRUCTION PAYMENT (If value is a negative number, enter \$0)	\$153,971.73

- e. **For non-Governmental Entities** (see Section 2 above). Payment of the Construction Payment shall be made within sixty (60) days of the Contract Origination Date. The Construction Payment shall be non-refundable to Applicant as of the date that construction commences on the On-Site Distribution Extension.
- f. **For Governmental Entities** (see Section 2 above). To the extent allowable by law, payment may be made in accordance with Section 8.e or governmental Applicant may elect to have Company advance the Construction Payment for the duration of the construction period as follows: Company shall charge the governmental Applicant interest applied to the Construction Payment amount for the applicable construction period at the Company's Allowance For Funds Used During Construction (AFUDC) rate. Company shall bill Applicant for the Construction Costs and the interest within thirty (30) days after the Extension Completion Date. Applicant shall pay Company within ninety (90) days after the Extension Completion Date.
9. Surcharges. Surcharges in excess of the Construction Payment may be assessed for items not otherwise accounted for or incorporated into the original On-Site Distribution Extension or Construction Payment, including without limitation any Applicant-associated delays; obstructions; permit fees; or any special item required to meet construction conditions, including but not limited to Frost Conditions and rock conditions. Company shall separately invoice Applicant for any surcharges as a non-refundable contribution in aid of construction or in accordance with the terms of any separate ancillary agreement, and such invoice shall be paid by Applicant no later than thirty (30) days following the invoice date.

10. **Construction in Frost Conditions.** Applicant [☐ authorizes / ☐ does not authorize] Company to perform construction activities in Frost Conditions.

For the purpose of this Agreement, "Frost Conditions" exist if ground frost conditions deeper than six (6) inches are encountered at the time of installation of the Distribution Extension Facilities. Applicant is encouraged to have a representative present during Company's trenching operation to confirm frost depth.

If Applicant authorizes Company to perform construction activities in Frost Conditions, then Applicant agrees to pay, as applicable, the Frost Condition Fees, Ground Thawing Fees, or additional fees, as set forth in the Frost and Ground Thawing Agreement, which shall be incorporated herein by reference.

If Applicant does not authorize Company to perform construction activities in Frost Conditions, then Applicant acknowledges that Applicant's project may be delayed until Frost Conditions have ceased and there is no further chance of encountering frost.

11. **Circumstances Requiring a New Agreement.** If Company reasonably determines that design changes made either prior to construction or in the field exceed the scope of this Agreement, this Agreement shall be terminated and a new agreement may be entered into in accordance with the new project scope. If and only if a new agreement is executed by the Parties for a replacement project, any amounts already paid by Applicant as a Construction Payment, may, at Company's sole reasonable discretion, be either refunded to Applicant or carried over and netted against any newly calculated Construction Payment, less reasonable charges to account for the project scope change.
12. **Right-of-Way Agreement.** Applicant agrees to execute Company's standard right-of-way agreement granting, free of charge to Company, any rights-of-way upon, over, or under Applicant's property that may be required for Company to provide Service hereunder; and to obtain from other persons or entities as may be required such other rights-of-way, free of charge and on terms satisfactory to Company. Applicant acknowledges that Company's ability to perform under this Agreement is contingent upon obtaining any and all rights-of-way from Applicant and from other persons or entities, as necessary. The obligation to obtain the necessary rights-of-way is solely and ultimately the obligation of Applicant, and Company shall not be required to expend more than commercially reasonable efforts to assist Applicant in the acquisition of any third-party rights-of-way. All necessary rights-of-way must be provided to Company at least ten (10) days prior to the commencement of construction.
13. **Conditions to Company Work Order, Scheduling, and Construction Commencement.** The Parties acknowledge that Company shall not be obligated to issue a work order, release for scheduling, or commence construction of the On-Site Distribution Extension unless and until the following requirements have been satisfied:
- a. execution by Applicant of this Agreement and all Associated Agreements, and of any other Exhibits and ancillary agreements, as applicable;
 - b. receipt by Company of the applicable Construction Payment(s) under this Agreement, under all Associated Agreements, and under any ancillary agreements;
 - c. receipt of one-line diagrams, load information, plats and any other information required by Company to calculate Company's estimate of Applicant's load and to determine the appropriate facilities necessary under this Agreement, the Associated Agreements, and any ancillary agreements;
 - d. receipt of confirmation from Applicant that Applicant has satisfied all Construction Obligations as set forth in Section 5 above, and in the Contingency List, such obligations subject to Company's approval, with such approval not to be unreasonably withheld.

Upon the acceptance of the terms and conditions of this Agreement, Applicant must return all applicable documents to Public Service Company of Colorado, at the address provided on the signature page of this Agreement.

14. Estimated Installation Timeframes.

- a. Time to Accept Agreement. The Estimated Construction Cost and Construction Payment set forth herein shall be effective for sixty (60) days from the Contract Origination Date. Should Applicant fail to execute and return this Agreement to Company and pay the Construction Payment within those sixty (60) days, Company's offer shall be deemed revoked and Applicant may request that Company re-calculate the Estimated Construction Cost and Construction Payment. Notwithstanding the foregoing, the Parties may agree to extend the time period for Applicant to execute the Agreement on a date subsequent to the sixty (60)-day period, such extension period not to exceed ninety (90) days from the Contract Origination Date.
- b. Time to Complete Conditions. If Applicant fails to satisfy all conditions identified in Sections 5, 12, and 13 within sixty (60) days of Applicant's execution of the Agreement, Company reserves the right to re-calculate the Estimated Construction Cost and Construction Payment, and this Agreement may be terminated and may be replaced with a new agreement. Notwithstanding the foregoing, the sixty (60)-day period to complete the conditions identified in this subsection shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity.
- c. Estimated Time to Complete Construction. Applicant shall be notified of which week construction is scheduled to begin. Company shall make all reasonable efforts to complete construction within one hundred twenty (120) days under normal circumstances and conditions. The one hundred twenty (120)-day construction period shall not commence until Company certifies that Applicant has complied with all conditions identified in Sections 5, 12, and 13 ("Company Certification"). Notwithstanding the foregoing, the one hundred twenty (120)-day period to complete construction shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity, emergency system condition, extreme weather event, period of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition, or unanticipated scheduling conflicts.

Any portion of this On-Site Distribution Extension that is not completed in a normal manner, that is, by following accepted construction practices, within one hundred twenty (120) days after the Company Certification, shall be struck from this Agreement, and the Construction Payment shall be updated accordingly.

If the failure to complete construction within the one hundred twenty (120) day construction period is caused solely by Company, the uncompleted portion of the On-Site Distribution Extension shall not be struck from this Agreement; Applicant's Construction Payment shall become interest bearing; and Company shall pay interest to Applicant at the rate Company currently pays on residential security deposits. Notwithstanding the foregoing, Company shall not be required to pay interest to Applicant if Company's performance under this Agreement is delayed on account of circumstances that are outside of Company's reasonable control, including without limitation, construction moratoria; emergency system conditions; extreme weather events; periods of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition; or unanticipated scheduling conflicts.

- d. Status Updates on Construction Progress. Company shall provide periodic status updates to Applicant throughout the construction process and shall promptly notify Applicant if Company is reasonably certain that Company will require an extension of the estimated installation timeframe. Applicant may direct any questions regarding the status of the On-Site Distribution Extension to Company by contacting the Company representative by telephone or e-mail.
15. Ownership. The facilities constructed under the terms of this Agreement on the electric supply side of the Point of Delivery shall be, at all times, the property of Company. The Point of Delivery is the point where Company's electric facilities are first connected to the electric facilities of the customer. The location of the Point of Delivery will be determined by Company in accordance with standard practice or as individual circumstances may dictate as set forth in the Xcel Energy Standard for Installation and Use.

16. Lien Waiver Prohibited. Applicant acknowledges that the Tariff prohibits Company from accepting payment with any sort of lien waiver. Accordingly, Applicant agrees that any attempt to create a lien waiver in such manner (including by any printed or stamped lien waiver on a check) shall be ineffective and void.
17. Insurance. Applicant shall purchase and maintain such insurance as shall protect Applicant and Company from claims that may in any way arise out of or be in any manner connected with the performance of the Agreement, whether such claims arise out of the act or failure to act of Applicant, Company, their respective contractors or subcontractors, or of the direct or indirect delegate, appointee, or employee of either.
18. Indemnification. **This Section 18 applies only if Applicant is not a Governmental Entity.** Each Party (the “Indemnifying Party”) shall indemnify, defend, save, and hold harmless the other Party, its affiliates, and their respective directors, officers, employees, contractors, representatives and agents (each an “Indemnified Party”) from any and all claims, demands, liabilities, damages, losses, actions, suits or judgments, fines, penalties, costs and expenses (including, without limitation, court costs, expert witness fees, and attorneys’ fees) (collectively, “Losses”) resulting from an injury to person or persons (including death) or damage to property arising out of or related to this Agreement to the extent caused by: a default under, or a failure to perform in accordance with the terms of, this Agreement by the Indemnifying Party; a violation or alleged violation of applicable laws by the Indemnifying Party; or the negligence, intentional acts or omissions, or other misconduct of the directors, officers, employees, contractors, representatives, agents or other person or entity acting on behalf of the Indemnifying Party. Applicant shall indemnify, defend, and hold Company harmless from and against all Losses arising out of or related to environmental conditions at the project site or the on-site or off-site management, transportation, storage, disposal, or exacerbation of contaminated soils, water, groundwater, or vapors encountered by Company at the project site. In respect of an indemnity obligation of a Party hereunder resulting from an injury to person or persons (including death) or damage to property, no Party shall be liable hereunder for an amount greater than that represented by the degree or percentage of the negligence or fault attributable to such Party that produced the injury or damage giving rise to indemnity obligation.

The Parties agree that the foregoing indemnity obligations shall be in addition to any insurance obligations herein and shall not be limited in any way by the amount of any insurance required hereunder. Further, these indemnity obligations shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy. Nothing in this Section shall enlarge or relieve either Party of any liability or obligations to the other for any breach of this Agreement.
19. Limitation of Liability. Neither Party shall be liable to the other Party for any special, incidental, indirect, punitive, or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of the Party, its employees, agents, or subcontractors. This exclusion of liability for special, incidental, punitive, or consequential loss or damage applies to loss of profits or revenue, costs of capital, loss of use of equipment or facilities, cost of purchased or replacement power or claims of customers due to loss of service. This exclusion does not apply to indemnification claims arising out Section 18 above, or if the Agreement is terminated for default pursuant to the Agreement.
20. No Partnership or Agency. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party. Except as specifically provided for in this Agreement to the contrary, neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. In no way is this Agreement, or Company’s actions pursuant to this Agreement, to be construed to deem Company an agent of Applicant in any manner whatsoever.
21. Assignment. Applicant may not assign this Agreement without the prior written consent of Company.
22. Governing Law. The interpretation and performance of this Agreement and each of its provisions will be governed and construed in accordance with the laws of the State of Colorado, exclusive of conflict of laws principles. The Parties submit to the exclusive jurisdiction of the state courts of the State of Colorado, and venue is hereby stipulated as Denver or such other city as mutually agreed to by the Parties.

23. Exhibits. The Exhibits to this Agreement are hereby incorporated in this Agreement by reference and constitute a part of this Agreement.
24. Merger. This Agreement and the exhibits attached hereto, constitute the entire agreement between the Parties relating to the subject matter herein. There are no other provisions, terms, or conditions to this Agreement, whether written or oral, and all prior or contemporaneous agreements with respect to the subject matter herein are superseded by this Agreement.
25. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors, legal representatives, and assigns.
26. Third Party Beneficiaries. No provision of this Agreement shall in any way inure to the benefit of any third person so as to make any such person a third party beneficiary of this Agreement.
27. Severability. In the event any words, phrases, clauses, sentences, or other provisions hereof are invalid or violate any applicable law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of this Agreement, and the remaining provisions of this Agreement shall be construed consistent with the intent of the Parties hereto as closely as possible, and this Agreement, as reformed, shall be valid, enforceable, and in full force and effect.
28. Headings. The headings of Sections of this Agreement are for guidance and convenience of reference only and will not limit or otherwise affect any of the terms or provisions of this Agreement.
29. Counterparts. This Agreement may be executed in counterparts and each executed counterpart will have the same force and effect as an original instrument.
30. Amendment. This Agreement may not be amended except by written agreement between the Parties.
31. Term and Termination. This Agreement is effective on the Parties as of later of the Contract Origination Date or the date upon which both Parties execute the Agreement, and will terminate upon notice by Company to Applicant that (a) Applicant has failed to fulfill a condition precedent to Company's work as set forth in this Agreement; or (b) the Parties have satisfied all obligations as set forth in this Agreement. Sections 3, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 29, 30, and 31 of this Agreement shall survive the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Applicant has reviewed and approved the terms and conditions of this On-Site Distribution Extension Agreement (Electric) and accepts the cost of the Construction Payment of \$153,971.73 as calculated in Section 8. Applicant understands additional charges may arise in accordance with the Policy, Tariff, and Agreement. Applicant will send to Company an original signed copy of this Agreement together with any applicable ancillary agreements, Associated Agreements, or documents, as applicable.

Contract Origination Date: March 25, 2022

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this On-Site Distribution Extension Agreement (Electric).

Company Representative	
Print Name: <u>Devon Timmons</u>	Mailing address:
Title: CONTRACTOR*PROF/CONSULTANT	Primoris Services Corporation 3980 Quebec St, Suite 100, Denver, CO, 80207
Signature: <u>Devon Timmons</u>	Phone: <u>720-614-8149</u>
Date: March 25, 2022	Email address: <u>Devon.S.Timmons@xcelenergy.com</u>
Applicant	
Print Name: _____	Mailing address:
Title: _____	AEROTROPOLIS AREA COORDINATING METRO DISTRICT
Signature: _____	_____
Date: _____	Phone: _____
	Email address: _____
Company Authorization	
Name: Andrew Feldkamp Title: Director Design	
Digitally signed by Andrew Feldkamp Date: 2022.03.30 13:43:23 -06'00'	
Signature: _____	
Date: _____	

[SIGNATURE PAGE TO ON-SITE DISTRIBUTION EXTENSION AGREEMENT (ELECTRIC)]

OFF-SITE DISTRIBUTION LINE EXTENSION AGREEMENT (ELECTRIC)

This Off-Site Distribution Line Extension Agreement (the “Agreement”), is dated as of March 25, 2022 (“Contract Origination Date”), by and between Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (the “Company”) and AEROTROPOLIS AREA COORDINATING METRO DISTRICT (the “Applicant”). Applicant and Company are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.” This Agreement is subject to the Company’s Electric Service Distribution Extension Policy (the “Policy”) within Company’s electric tariff (the “Tariff”) and to the entirety of Company’s Tariff, as amended from time to time, and such Policy and Tariff are each incorporated herein by reference. The Policy and Tariff are available for inspection at the Colorado Public Utilities Commission and on Company’s website. Any capitalized term in this Agreement that is not expressly defined herein shall have the meaning set forth in the Policy or Tariff.

This Agreement sets forth the terms and conditions for the design, construction, installation, and payment for the Off-Site Distribution Line Extension (as defined herein), including without limitation the calculation of the Construction Payment to be paid by Applicant. Subject to the exceptions set forth herein and in the Policy and Tariff, the cost responsibility of Applicant will be based upon Company’s estimate of the cost of constructing and installing the facilities necessary to adequately supply the Off-Site Distribution Line Extension requested by Applicant, less an Off-Site Distribution Line Extension Credit. The Construction Payment shall be non-refundable as of the date that construction commences.

List of Exhibits	Included
Contingency List	Yes
Cost Estimate Worksheet	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Frost and Ground Thawing Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

- Service. Applicant has requested and Company has agreed that Company will design, construct, and install the necessary Off-Site Distribution Line Extension to provide electric service to serve 3683 MAIN ST in the City or Town of AURORA in the County of ADAMS in the State of Colorado (“Service”). Such Service will have the following characteristics:

Category	Applicability
Type of Service	<input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Indeterminate <input type="checkbox"/> Temporary
Network Service (choose one)	<input type="checkbox"/> Network <input checked="" type="checkbox"/> Non-Network
Voltage (choose one or both)	<input checked="" type="checkbox"/> Primary Voltage <input type="checkbox"/> Secondary Voltage
Underground/Overhead (choose one or both)	<input checked="" type="checkbox"/> Underground <input type="checkbox"/> Overhead
Phase (choose one)	<input checked="" type="checkbox"/> Single-Phase <input checked="" type="checkbox"/> Three-Phase <input type="checkbox"/> Combination Single- and Three-Phase
Additional Characteristics (choose any as applicable)	<input type="checkbox"/> Electric Vehicle Charging Station(s) <input type="checkbox"/> High Density Load <input type="checkbox"/> Solar <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

2. Service Class of Applicant. Applicant [☐ is / ☒ is not] a Governmental Entity. In accordance with the Policy and the Tariff, the Applicant shall accept Service under the following Service Class(es):

SERVICE CLASS	APPLICABILITY
RESIDENTIAL	
Schedules R, RE-TOU	<input type="checkbox"/>
Schedules RD, RD-TDR	<input type="checkbox"/>
COMMERCIAL/INDUSTRIAL	
Schedules C, NMTR	<input type="checkbox"/>
Schedules SGL, SG, SST, STOU, SPVTOU, SG-CPP	<input type="checkbox"/>
Schedules PG, PST, PTOU, PG-CPP	<input type="checkbox"/>

3. Associated Agreements. Except as expressly set forth in this Agreement, this Agreement does not encompass any engineering design, facilities, costs, or payments that may be specified in the associated On-Site Distribution Extension Agreement, the Residential Service Lateral Agreement, or the Commercial Service Lateral Agreement that may be entered into by the Parties and that are associated with the provisions of Service hereunder (collectively, the “Associated Agreements”). The Parties acknowledge that such additional engineering design, facilities, costs, or payments specified in the Associated Agreements may be necessary to fully effectuate the provision of Service contemplated herein, and the engineering design, facilities, costs, and payments with respect to those Associated Agreements will be calculated and contracted for separately from this Agreement.
4. Engineering Design of Off-Site Distribution Line Extension. Based on the information provided by Applicant, Company has completed an engineering design and cost estimate to construct and install the facilities necessary to adequately supply the requested Off-Site Distribution Line Extension. The facilities described below do not encompass any engineering design or facilities identified in the Associated Agreements. Company’s engineering design for the Off-Site Distribution Line Extension includes the following:

Category	Project-Specific Information
Point of Interconnection between Off-Site Distribution Line Extension with Company’s electric distribution system	
Point of Interconnection between Off-Site Distribution Line Extension facilities and On-Site Distribution Extension facilities	
ADDITIONAL CIRCUMSTANCES*	
Distribution Reinforcements (if any)	
Excess Facilities (if any)	
Uneconomic Extensions (if any)	
ATO/MTO Dual Feeder Service (if any)	
Other Considerations/Special Items (if any)	
* Additional considerations for the following special circumstances, including cost calculation requirements, are set forth in the Policy and Tariff: Distribution Reinforcements; Excess Facilities; Uneconomic Extensions; and provision of ATO/MTO Dual Feeder Service. Such additional circumstances may require execution of additional ancillary agreements.	

Applicant acknowledges that, in the event that other utilities or facilities will be installed jointly with the Off-Site Distribution Line Extension, Applicant shall arrange for the installation of and payment for any such facilities with the local telephone company, the local cable television company, or any other utility company, as applicable.

5. Construction Obligations; Permit Obligations. Applicant shall comply with all construction obligations, as those obligations are set forth in the Contingency List. The Agreement and all Associated Agreements are contingent upon acquisition of all required permits and approvals, as those permits and approvals are set forth in the Contingency List.
6. Estimated Construction Cost.
- a. In General. The estimated cost of all facilities necessary to construct and install the Off-Site Distribution Line Extension is calculated in accordance with the Policy and the Tariff (the "Estimated Construction Cost"). The Estimated Construction Cost may include, without limitation, the estimated cost of all materials, labor, rights-of-way, trench and backfill in non-rock conditions or in known rock conditions, permitting, and tree trimming, together with all incidental and overhead expenses connected therewith. "Trench and backfill in rock conditions" shall include any construction activities that require the use of special construction techniques or special equipment.
- b. Special Provisions for Reinforcement. Where Distribution Reinforcement is required for serving an existing customer's electric service from Company, Company shall make such Distribution Reinforcement as follows:
- i. for a Residential or Small Commercial Customer that receives service under a rate schedule which is not based on Kilowatt Demand, relating to the Customer's total load requirements, other than a High Density Load, Company may make such Reinforcements at its expense.
 - ii. For all applicants that receive service under a rate schedule which is based on Kilowatt Demand other than a High Density Load, such Distribution Reinforcement shall be an Off-Site Distribution Line Extension where the Construction Costs shall include the Company's cost to reinforce the system necessary to serve Applicant's total load and the Construction Allowance shall be based on the difference between the Applicant's current maximum Demand over the previous twelve (12) months and Company's estimate of Applicant's projected total load.
 - iii. Where Distribution Reinforcement is required to serve a High Density Load Customer that in whole or in part with another High Density Load Customer causes system capacity to be exceeded or Company's facilities to be overloaded, the Customer shall be required to pay Company the necessary costs for the upgrade or Reinforcement needed to correct the condition.
 - iv. Where Distribution Reinforcement is required for serving new applicants for electric service from Company, Company may make such Reinforcement as part of a new On-Site Distribution Extension or Off-Site Distribution Line Extension where the Estimated Construction Cost shall include Company's cost to reinforce the system as well as new Distribution Extension Facilities necessary to serve Applicant's total load and the Construction Allowance and Off-Site Distribution Line Extension Credit if applicable shall be applicable to the total Estimated Construction Cost.
 - v. For conversion from single-phase to three-phase service and all other classes of service with Kilowatt Demand based distribution portion Construction Allowances, any required Reinforcement shall generally recognize the Construction Cost, Construction Allowance, and Off-Site Distribution Line Extension Credit if applicable for the applicant's additional load
- and applicant's Construction Payment provisions of the Policy in accordance with individual agreements between the applicant and Company based upon the amount, character, and permanency of the load. For purposes of this section, all Reinforcement for land development shall be considered non-residential and the land developer shall be responsible for Reinforcement costs.

c. Special cost calculation considerations affecting the total Estimated Construction Cost, including for any Reinforcement, Excess Facilities, ATO/MTO Dual Feeders, and Uneconomic Extensions may be included in the Cost Estimate Worksheet, and additional terms and conditions are provided in the Policy and the Tariff.

d. The Estimated Construction Cost is: \$84,705.49

7. Calculation of Total Credit: Off-Site Distribution Line Extension Credit and Excess Construction Allowance.

a. Off-Site Distribution Line Extension Credit/Excess Construction Allowance. The Off-Site Distribution Line Extension Credit and the excess Construction Allowance are each calculated as provided by this Agreement, the Associated Agreements, the Policy, and the Tariff. The Off-Site Distribution Line Extension Credit is a thirty-five percent (35%) credit applied to Applicant's Estimated Construction Costs for the Off-Site Distribution Line Extension. To the extent applicable, the calculation of the Off-Site Distribution Line Extension Credit shall not consider any alternate feeders. **The Off-Site Distribution Line Extension Credit is available if Permanent Service or Indeterminate Service is designated, but is not available if Temporary Service is designated** (see Section 1 above).

To the extent there is excess Construction Allowance arising out of and pursuant to an associated On-Site Distribution Extension Agreement by and between the same Parties as this Agreement and for the purpose of effectuating the same Service as contemplated hereunder, then the Off-Site Distribution Line Extension Credit, as applicable, shall be applied only after the excess Construction Allowance has been first applied. In no event shall the total amount credited to Applicant exceed the total Construction Payment made by Applicant.

The calculation of the Off-Site Distribution Line Extension Credit is as follows:

Line	Calculation of Off-Site Distribution Line Extension Credit*		Amount
1	Estimated Construction Cost (see Section 6 above)		\$84,705.49
2	Estimated Cost of Alternate Feeder(s) (if any)**	\$0.00	
3	Excess Construction Allowance from On-Site Distribution Extension requested by the same Applicant (if applicable)*** (as calculated in accordance with Applicant’s associated On-Site Distribution Extension Agreement)	\$0.00	
4	Subtract Lines 2 and 3 from Line 1		\$84,705.49
5	Multiply Line 4 by 35%		(x 35%)
6	Off-Site Distribution Line Extension Credit		\$29,646.92
* The Off-Site Distribution Line Extension Credit is not available if Temporary Service is designated (see Section 1 above).			
** Additional considerations for Alternate Feeder(s) may be warranted if Applicant has designated Network Service or ATO/MTO Service. In such circumstance, Applicant may be required to execute a separate network service agreement or ATO/MTO service agreement.			
*** The Excess Construction Allowance is not available if Indeterminate Service or Temporary Service is designated (see Section 1 above).			

- b. Calculation of Total Credit. The calculation of the Total Credit for this Agreement is as follows:

Line	Calculation of Total Credit	Amount
1	Excess Construction Allowance as set forth in Line 3 above (if applicable)**	\$ 0.00
2	Off-Site Distribution Line Extension Credit as set forth in Line 6 above (if applicable)*	\$29,646.92
3	TOTAL CREDIT (Sum of Lines 1 & 2)	\$29,646.92
<p>* The Off-Site Distribution Line Extension Credit is not available if Temporary Service is designated (see Section 1 above).</p> <p>** The Excess Construction Allowance is not available if Indeterminate Service or Temporary Service is designated (see Section 1 above).</p>		

8. Construction Payment.

- a. Permanent Service. If the Off-Site Distribution Line Extension is designated to provide Permanent Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in Section 6 above), less the Total Credit, as applicable (as set forth in Section 7 above, such payment amount subject to Company's approval, not to be unreasonably withheld.
- b. Indeterminate Service. If the Off-Site Distribution Line Extension is designated to provide Indeterminate Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in Section 6 above), less the Off-Site Distribution Line Extension Credit, as applicable (as set forth in Section 7 above), such payment amount subject to Company's approval, not to be unreasonably withheld.
- c. Temporary Service. If the Off-Site Distribution Line Extension is designated to provide Temporary Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the estimated cost of installing and removing all necessary overhead or underground electric Off-Site Distribution Line Extension facilities, such payment amount subject to Company's approval, not to be unreasonably withheld.
- d. Calculation of Construction Payment. The Construction Payment under this Agreement is calculated as follows:

Line	Category	Amount
1	Total Estimated Construction Cost (see Section 6 above)	\$84,705.49
2	As applicable, the sum of the Total Credit (see Section 7 above)	\$29,646.92
3	Line 1 minus Line 2: TOTAL CONSTRUCTION PAYMENT (If value is a negative number, enter \$0.)	\$55,058.57

- e. **For non-Governmental Entities** (see Section 2 above). Payment of the Construction Payment shall be made within sixty (60) days of the Contract Origination Date. The Construction Payment shall be non-refundable to Applicant as of the date that construction commences on the Off-Site Distribution Line Extension.

- f. **For Governmental Entities** (see Section 2 above). To the extent allowable by law, payment may be made in accordance with Section 8.e or governmental Applicant may elect to have Company advance the Construction Payment for the duration of the construction period as follows: Company shall charge the governmental Applicant interest applied to the Construction Payment amount for the applicable construction period at the Company's Allowance For Funds Used During Construction (AFUDC) rate. Company shall bill Applicant for the Construction Costs and the interest within thirty (30) days after the Extension Completion Date. Applicant shall pay Company within ninety (90) days after the Extension Completion Date.
9. **Surcharges.** Surcharges in excess of the Construction Payment may be assessed for items not otherwise accounted for or incorporated into the original Off-Site Distribution Line Extension or Construction Payment, including without limitation any Applicant-associated delays; obstructions; permit fees; or any special item required to meet construction conditions, including but not limited to Frost Conditions and rock conditions. Company shall separately invoice Applicant for any surcharges as a non-refundable contribution in aid of construction or in accordance with the terms of any separate ancillary agreement, and such invoice shall be paid by Applicant no later than thirty (30) days following the invoice date.
10. **Construction in Frost Conditions.** Applicant ☐ **authorizes** / ☐ **does not authorize** Company to perform construction activities in Frost Conditions.
- For the purpose of this Agreement, "Frost Conditions" exist if ground frost conditions deeper than six (6) inches are encountered at the time of installation of the Distribution Extension Facilities. Applicant is encouraged to have a representative present during Company's trenching operation to confirm frost depth.
- If Applicant authorizes Company to perform construction activities in Frost Conditions, then Applicant agrees to pay, as applicable, the Frost Condition Fees, Ground Thawing Fees, or additional fees, as set forth in the Frost and Ground Thawing Agreement, which shall be incorporated herein by reference.
- If Applicant does not authorize Company to perform construction activities in Frost Conditions, then Applicant acknowledges that Applicant's project may be delayed until Frost Conditions have ceased and there is no further chance of encountering frost.
11. **Circumstances Requiring a New Agreement.** If Company reasonably determines that design changes made either prior to construction or in the field exceed the scope of this Agreement, this Agreement shall be terminated and a new agreement may be entered into in accordance with the new project scope. If and only if a new agreement is executed by the Parties for a replacement project, any amounts already paid by Applicant as a Construction Payment, may, at Company's sole reasonable discretion, be either refunded to Applicant or carried over and netted against any newly calculated Construction Payment, less reasonable charges to account for the project scope change.
12. **Right-of-Way Agreement.** Applicant agrees to execute Company's standard right-of-way agreement granting, free of charge to Company, any rights-of-way upon, over, or under Applicant's property that may be required for Company to provide Service hereunder; and to obtain from other persons or entities as may be required such other rights-of-way, free of charge and on terms satisfactory to Company. Applicant acknowledges that Company's ability to perform under this Agreement is contingent upon obtaining any and all rights-of-way from Applicant and from other persons or entities, as necessary. Company shall not be required to expend more than commercially reasonable efforts to assist Applicant in the acquisition of any third-party rights-of-way. All necessary rights-of-way must be provided to Company at least ten (10) days prior to the commencement of construction.
13. **Conditions to Company Work Order, Scheduling, and Construction Commencement.** The Parties acknowledge that Company shall not be obligated to issue a work order, release for scheduling, or commence construction of the Off-Site Distribution Line Extension unless and until the following requirements have been satisfied:

- a. execution by Applicant of this Agreement and all Associated Agreements, and of any other Exhibits and ancillary agreements, as applicable;
- b. receipt by Company of the applicable Construction Payment(s) under this Agreement, under all Associated Agreements, and under any ancillary agreements;
- c. receipt of one-line diagrams, load information, plats and any other information required by Company to calculate Company's estimate of Applicant's load and to determine the appropriate facilities necessary under this Agreement, the Associated Agreements, and any ancillary agreements;
- d. receipt of confirmation from Applicant that Applicant has satisfied all Construction Obligations as set forth in Section 5 above, and in the Contingency List, such obligations subject to Company's approval, with such approval not to be unreasonably withheld.

Upon the acceptance of the terms and conditions of this Agreement, Applicant must return all applicable documents to Public Service Company of Colorado, at the address provided on the signature page of this Agreement.

14. Estimated Installation Timeframes.

- a. Time to Accept Agreement. The Estimated Construction Cost and Construction Payment set forth herein shall be effective for sixty (60) days from the Contract Origination Date. Should Applicant fail to execute and return this Agreement to Company and pay the Construction Payment within those sixty (60) days, Company's offer shall be deemed revoked and Applicant may request that Company recalculate the Estimated Construction Cost and Construction Payment. Notwithstanding the foregoing, the Parties may agree to extend the time period for Applicant to execute the Agreement on a date subsequent to the sixty (60)-day period, such extension period not to exceed ninety (90) days from the Contract Origination Date.
- b. Time to Complete Conditions. If Applicant fails to satisfy all conditions identified in Sections 5, 12, and 13 within sixty (60) days of Applicant's execution of the Agreement, Company reserves the right to re-calculate the Estimated Construction Cost and Construction Payment, and this Agreement may be terminated and may be replaced with a new agreement. Notwithstanding the foregoing, the sixty (60)-day period to complete the conditions identified in this subsection shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity.
- c. Estimated Time to Complete Construction. Applicant shall be notified of which week construction is scheduled to begin. Company shall make all reasonable efforts to complete construction within one hundred twenty (120) days under normal circumstances and conditions. The one hundred twenty (120)-day construction period shall not commence until Company certifies that Applicant has complied with all conditions identified in Sections 5, 12, and 13 ("Company Certification"). Notwithstanding the foregoing, the one hundred twenty (120)-day period to complete construction shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity, emergency system condition, extreme weather event, period of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition, or unanticipated scheduling conflicts.

Any portion of this Off-Site Distribution Line Extension that is not completed in a normal manner, that is, by following accepted construction practices, within one hundred twenty (120) days after the Company Certification, shall be struck from this Agreement, and the Construction Payment shall be updated accordingly.

- If the failure to complete construction within the one hundred twenty (120)-day construction period is caused solely by Company, the uncompleted portion of the Off-Site Distribution Line Extension shall not be struck from this Agreement; Applicant's Construction Payment shall become interest bearing; and Company shall pay interest to Applicant at the rate Company currently pays on residential security deposits. Notwithstanding the foregoing, Company shall not be required to pay interest to Applicant if Company's performance under this Agreement is delayed on account of circumstances that are outside of Company's reasonable control, including without limitation, construction moratoria; emergency system conditions; extreme weather events; periods of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition; or unanticipated scheduling conflicts.
- d. Status Updates on Construction Progress. Company shall provide periodic status updates to Applicant throughout the construction process and shall promptly notify Applicant if Company is reasonably certain that Company will require an extension of the estimated installation timeframe. Applicant may direct any questions regarding the status of the Off-Site Distribution Line Extension to Company by contacting the Company representative by telephone or e-mail.
15. Ownership. The facilities constructed under the terms of this Agreement on the electric supply side of the Point of Delivery shall be, at all times, the property of Company. The Point of Delivery is the point where Company's electric facilities are first connected to the electric facilities of the customer. The location of the Point of Delivery will be determined by Company in accordance with standard practice or as individual circumstances may dictate as set forth in the Xcel Energy Electric Standards for Installation and Use
16. Lien Waiver Prohibited. Applicant acknowledges that the Tariff prohibits Company from accepting payment with any sort of lien waiver. Accordingly, Applicant agrees that any attempt to create a lien waiver in such manner (including by any printed or stamped lien waiver on a check) shall be ineffective and void.
17. Insurance. Applicant shall purchase and maintain such insurance as shall protect Applicant and Company from claims that may in any way arise out of or be in any manner connected with the performance of the Agreement, whether such claims arise out of the act or failure to act of Applicant, Company, their respective contractors or subcontractors, or of the direct or indirect delegate, appointee, or employee of either.
18. Indemnification. **This Section 18 applies only if Applicant is not a Governmental Entity.** Each Party (the "Indemnifying Party") shall indemnify, defend, save, and hold harmless the other Party, its affiliates, and their respective directors, officers, employees, contractors, representatives and agents (each an "Indemnified Party") from any and all claims, demands, liabilities, damages, losses, actions, suits or judgments, fines, penalties, costs and expenses (including, without limitation, court costs, expert witness fees, and attorneys' fees) (collectively, "Losses") resulting from an injury to person or persons (including death) or damage to property arising out of or related to this Agreement to the extent caused by: a default under, or a failure to perform in accordance with the terms of, this Agreement by the Indemnifying Party; a violation or alleged violation of applicable laws by the Indemnifying Party; or the negligence, intentional acts or omissions, or other misconduct of the directors, officers, employees, contractors, representatives, agents or other person or entity acting on behalf of the Indemnifying Party. Applicant shall indemnify, defend, and hold Company harmless from and against all Losses arising out of or related to environmental conditions at the project site or the on-site or off-site management, transportation, storage, disposal, or exacerbation of contaminated soils, water, groundwater, or vapors encountered by Company at the project site. In respect of an indemnity obligation of a Party hereunder resulting from an injury to person or persons (including death) or damage to property, no Party shall be liable hereunder for an amount greater than that represented by the degree or percentage of the negligence or fault attributable to such Party that produced the injury or damage giving rise to indemnity obligation.

The Parties agree that the foregoing indemnity obligations shall be in addition to any insurance obligations herein and shall not be limited in any way by the amount of any insurance required hereunder. Further, these indemnity obligations shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy. Nothing in this Section shall enlarge or relieve either Party of any liability or obligations to the other for any breach of this Agreement.

19. Limitation of Liability. Neither Party shall be liable to the other Party for any special, incidental, indirect, punitive, or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of the Party, its employees, agents, or subcontractors. This exclusion of liability for special, incidental, punitive, or consequential loss or damage applies to loss of profits or revenue, costs of capital, loss of use of equipment or facilities, cost of purchased or replacement power or claims of customers due to loss of service. This exclusion does not apply to indemnification claims arising out Section 18 above, or if the Agreement is terminated for default pursuant to the Agreement.
20. No Partnership or Agency. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party. Except as specifically provided for in this Agreement to the contrary, neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. In no way is this Agreement, or Company's actions pursuant to this Agreement, to be construed to deem Company an agent of Applicant in any manner whatsoever.
21. Assignment. Applicant may not assign this Agreement without the prior written consent of Company.
22. Governing Law. The interpretation and performance of this Agreement and each of its provisions will be governed and construed in accordance with the laws of the State of Colorado, exclusive of conflict of laws principles. The Parties submit to the exclusive jurisdiction of the state courts of the State of Colorado, and venue is hereby stipulated as Denver or such other city as mutually agreed to by the Parties.
23. Exhibits. The Exhibits to this Agreement are hereby incorporated in this Agreement by reference and constitute a part of this Agreement.
24. Merger. This Agreement and the exhibits attached hereto, constitute the entire agreement between the Parties relating to the subject matter herein. There are no other provisions, terms, or conditions to this Agreement, whether written or oral, and all prior or contemporaneous agreements with respect to the subject matter herein are superseded by this Agreement.
25. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors, legal representatives, and assigns.
26. Third Party Beneficiaries. No provision of this Agreement shall in any way inure to the benefit of any third person so as to make any such person a third party beneficiary of this Agreement.
27. Severability. In the event any words, phrases, clauses, sentences, or other provisions hereof are invalid or violate any applicable law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of this Agreement, and the remaining provisions of this Agreement shall be construed consistent with the intent of the Parties hereto as closely as possible, and this Agreement, as reformed, shall be valid, enforceable, and in full force and effect.
28. Headings. The headings of Sections of this Agreement are for guidance and convenience of reference only and will not limit or otherwise affect any of the terms or provisions of this Agreement.
29. Counterparts. This Agreement may be executed in counterparts and each executed counterpart will have the same force and effect as an original instrument.
30. Amendment. This Agreement may not be amended except by written agreement between the Parties.
31. Term and Termination. This Agreement is effective on the Parties as of later of the Contract Origination Date or the date upon which both Parties execute the Agreement, and will terminate upon notice by Company to Applicant that (a) Applicant has failed to fulfill a condition precedent to Company's work as set forth in this Agreement; or (b) the Parties have satisfied all obligations as set forth in this Agreement. Sections 2, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 29, 30, 31 of this Agreement shall survive the termination of this Agreement.



[SIGNATURE PAGE FOLLOWS]

Applicant has reviewed and approved the terms and conditions of this Off-Site Distribution Line Extension Agreement (Electric) and accepts the cost of the Construction Payment of \$55,058.57 as calculated in Section 8. Applicant understands additional charges may arise in accordance with the Policy, Tariff, and Agreement. Applicant will send to Company an original signed copy of this Agreement together with any applicable ancillary agreements, Associated Agreements, or documents, as applicable.

Contract Origination Date: March 25, 2022

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this Off-Site Distribution Line Extension Agreement (Electric).

Company Representative	
Print Name: <u>Devon Timmons</u> Title: CONTRACTOR*PROF/CONSULTANT Signature: <u>Devon Timmons</u> Date: March 25, 2022	Mailing address: Primoris Services Corporation 3980 Quebec St, Suite 100, Denver, CO, 80207 Phone: <u>720-614-8149</u> Email address: <u>Devon.S.Timmons@xcelenergy.com</u>
Applicant	
Print Name: _____ Title: _____ Signature: _____ Date: _____	Mailing address: AEROTROPOLIS AREA COORDINATING METRO DISTRICT _____ _____ Phone: _____ Email address: _____
Company Authorization	
Name: Andrew Feldkamp Title: Director Design <div style="display: flex; align-items: center;"><div style="margin-right: 10px;">Andrew Feldkamp</div><div>Digitally signed by Andrew Feldkamp Date: 2022.03.30 13:45:40 -06'00'</div></div> Signature: _____ Date: _____	

[SIGNATURE PAGE TO OFF-SITE DISTRIBUTION LINE EXTENSION AGREEMENT (ELECTRIC)]

Account No. **5300128646749**

Job No. **12717506**

Job Address **3683 MAIN ST**
AURORA, CO 80019



Public Service Company of Colorado
3980 Quebec St, Suite 100,
Denver, CO, 80207

March 25, 2022

Dear Aerotropolis Area Coordinating Metro District,

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.

This letter relates to your request for

- New Electric Distribution

Your portion of the cost of this project is **\$209,030.30**. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

- Documents to be returned to Xcel Energy:
 - ☐ On-Site Distribution Extension Agreement
 - ☐ Off-Site Distribution Extension Agreement
 - ☐ Frost Agreement
 - ☐ Contingency List
- Additional enclosures:
 - ☐ Payment Options
 - ☐ Concurrence Drawings

If you have any questions about the enclosures or about your specific job, please contact **Devon Timmons** at **720-614-8149** and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,
 Devon Timmons
 CONTRACTOR*PROF/CONSULTANT
 3980 Quebec St, Suite 100,
 Denver, CO, 80207
 Primoris Services Corporation
 Devon.S.Timmons@xcelenergy.com

Devon Timmons



Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

Payment options listed in order of quickest processing

MyAccount/eBill™

Register at xcelenergy.com to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

Pay by Phone

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

Credit/Debit Card Payment

All Xcel Energy residential and business customers are now eligible for payment via credit or debit card. Most major credit and debit cards accepted. Apple Pay or Google Pay is available to customers with a mobile device.

To pay by phone, call our payment processing partner, Kubra EZ Pay, at **833.660.1365**

To pay online, visit www.xcelenergy.com/billing_and_payment and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

Please note the current fees along with payment information:

- *Residential Customer Accounts*
 - *Payments accepted for up to \$1,000 in a single transaction*
 - *There is a \$1.50 fee per transaction*
 - *No fee for Wisconsin residential customer accounts*
- *Non-Residential Customer Accounts*
 - *Payments accepted for up to \$100,000 in a single transaction*
 - *There is a 2.2% fee per transaction.*

All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.

*If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.

Overnight Payment Delivery Options

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy Attn: Remittance Processing
414 Nicollet Mall, 3rd Floor
Minneapolis, MN 55401-1993
Overnight delivery contact phone number: 612.330.5593

The following alternate zip-codes are also valid:

Minneapolis, MN 55401-1927
Minneapolis, MN 55401-4993

In-Person Pay Stations

Pay in-person at a location near you by visiting xcelenergy.com for pay station locations. **Please include the account number on the memo line of your check.**

Please note: A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

Pay by U.S Postal Service

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

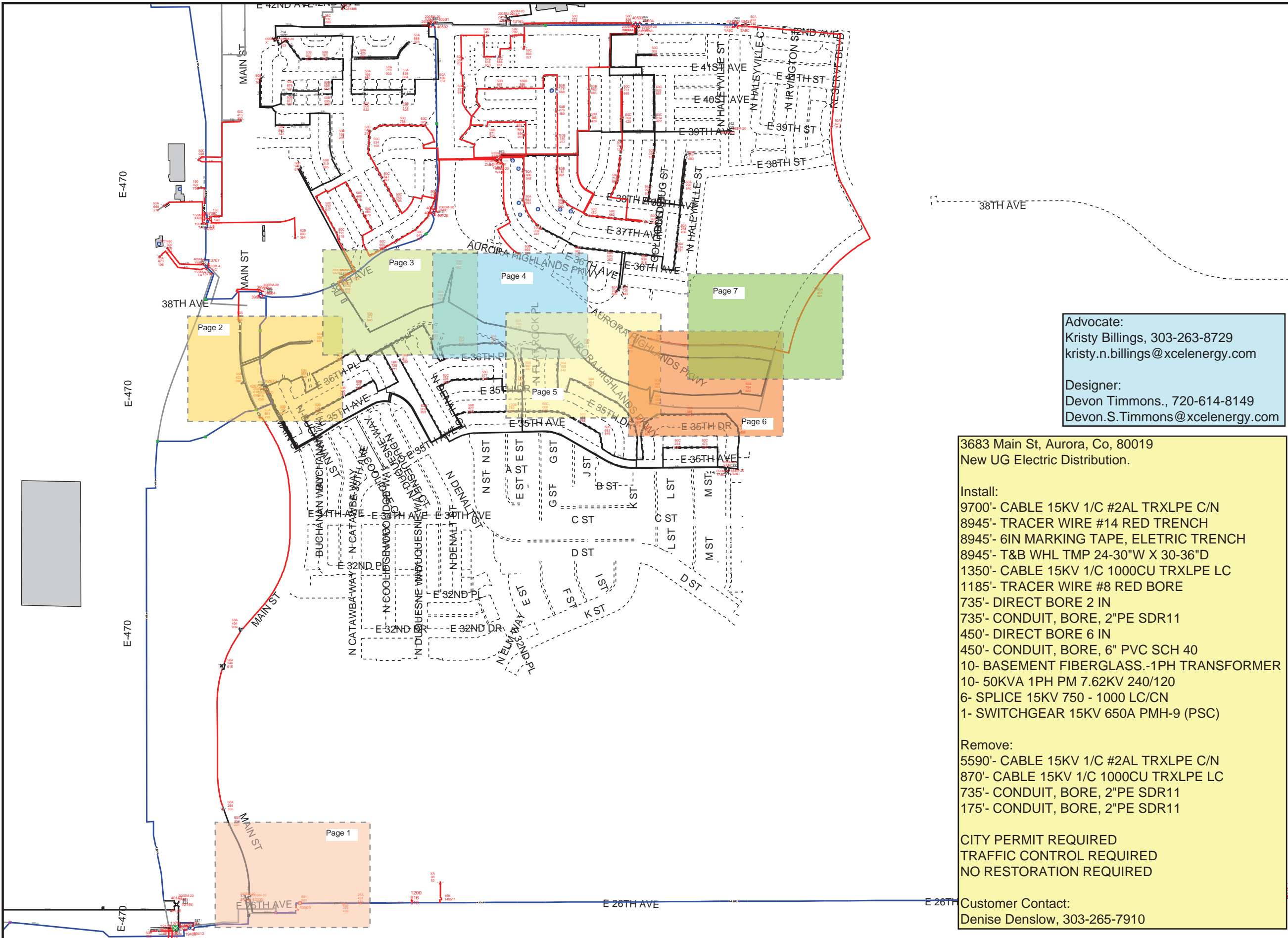
Xcel Energy
P.O. Box 9477
Minneapolis, MN 55484-9477

Electronic Funds Transfer (EFT) (Only available to business)

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email CustReceive@xcelenergy.com.

Helpful hints to ensure accurate and timely processing of your payment:

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.



Advocate:
Kristy Billings, 303-263-8729
kristy.n.billings@xcelenergy.com

Designer:
Devon Timmons., 720-614-8149
Devon.S.Timmons@xcelenergy.com

3683 Main St, Aurora, Co, 80019
New UG Electric Distribution.

Install:

9700'- CABLE 15KV 1/C #2AL TRXLPE C/N
8945'- TRACER WIRE #14 RED TRENCH
8945'- 6IN MARKING TAPE, ELETRIC TRENCH
8945'- T&B WHL TMP 24-30"W X 30-36"D
1350'- CABLE 15KV 1/C 1000CU TRXLPE LC
1185'- TRACER WIRE #8 RED BORE
735'- DIRECT BORE 2 IN
735'- CONDUIT, BORE, 2"PE SDR11
450'- DIRECT BORE 6 IN
450'- CONDUIT, BORE, 6" PVC SCH 40
10- BASEMENT FIBERGLASS.-1PH TRANSFORMER
10- 50KVA 1PH PM 7.62KV 240/120
6- SPLICE 15KV 750 - 1000 LC/CN
1- SWITCHGEAR 15KV 650A PMH-9 (PSC)

Remove:

5590'- CABLE 15KV 1/C #2AL TRXLPE C/N
870'- CABLE 15KV 1/C 1000CU TRXLPE LC
735'- CONDUIT, BORE, 2"PE SDR11
175'- CONDUIT, BORE, 2"PE SDR11

CITY PERMIT REQUIRED
TRAFFIC CONTROL REQUIRED
NO RESTORATION REQUIRED

Customer Contact:
Denise Denslow, 303-265-7910



LL WO for materials: 107491658
Umbrella ID: 1000016254

Work Order Information	
Service Request #	: 12717506
Design Number	: 000001058134
Designer/Planner ID	: 248626
Designer/Planner Name	: Timmons, Devon
Designer/Planner Ph #	: (720) 614-8149
Manager Approval	: _____

Joint Utility	
E: N/A	G: N/A
T: N/A	C: N/A

Design Location	
Division	: SOUTHEAST METRO REGION
County	: Adams
City	: AURORA
Address	: 3683 MAIN ST
T: 3S	R: 65W S: 30
Map #	: 2223158 03
Permit	: AURORA

Electric	
Feeder: PICA1872	Voltage: 13,200
Phase: ABC	Bkup Dev ID: N/A

Gas	
System	: N/A
Size	: N/A
Dead End	: N/A
Pressure	: N/A
Material	: N/A

Work Order #	: 107650411
Date:	03/09/2022
Sketch:	#1 Of #1 Sketch Data
Scale:	1" equals 833'



CONSTRUCTION USE ONLY	
<input type="checkbox"/> NO CHANGES (BUILT AS DESIGNED)	
<input type="checkbox"/> CHANGES MADE AS INDICATED	
(ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)	

RFO	_____
FOREMAN	_____ DATE _____
TEAM LEADER	_____

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Advocate:
Kristy Billings, 303-263-8729
kristy.n.billings@xcelenergy.com

Designer:
Devon Timmons., 720-614-8149
Devon.S.Timmons@xcelenergy.com

3683 Main St, Aurora, Co, 80019
New UG Electric Distribution.

Install:
9700'- CABLE 15KV 1/C #2AL TRXLPE C/N
8945'- TRACER WIRE #14 RED TRENCH
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1185'- TRACER WIRE #8 RED BORE
735'- DIRECT BORE 2 IN
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1- SWITCHGEAR 15KV 650A PMH-9 (PSC)

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870'- CABLE 15KV 1/C 1000CU TRXLPE LC
735'- CONDUIT, BORE, 2"PE SDR11
175'- CONDUIT, BORE, 2"PE SDR11

CITY PERMIT REQUIRED
TRAFFIC CONTROL REQUIRED
NO RESTORATION REQUIRED

Customer Contact:
Denise Denslow, 303-265-7910

LL WO for materials: 107491658
Umbrella ID: 1000016254

Work Order Information

Service Request #	: 12717506
Design Number	: 000001058134
Designer/Planner ID	: 248626
Designer/Planner Name	: Timmons, Devon
Designer/Planner Ph #	: (720) 614-8149
Manager Approval	: _____

Joint Utility

E: N/A	G: N/A
T: N/A	C: N/A

Design Location

Division	: SOUTHEAST METRO REGION		
County	: ADAMS		
City	: AURORA		
Address	: 3683 MAIN ST		
T: 3S	R: 65W	S: 30	
Map #	: 2220154 03	Permit	: AURORA

Electric

Feeder: PICA1872	Voltage: 13,200
Phase: ABC	Bkup Dev ID: N/A

Gas

System	: N/A	Pressure	: N/A
Size	: N/A	Material	: N/A
Dead End	: N/A		

Work Order # : 107650411

Date: 03/04/2022

Sketch: #1 Of #7 Sketch Data

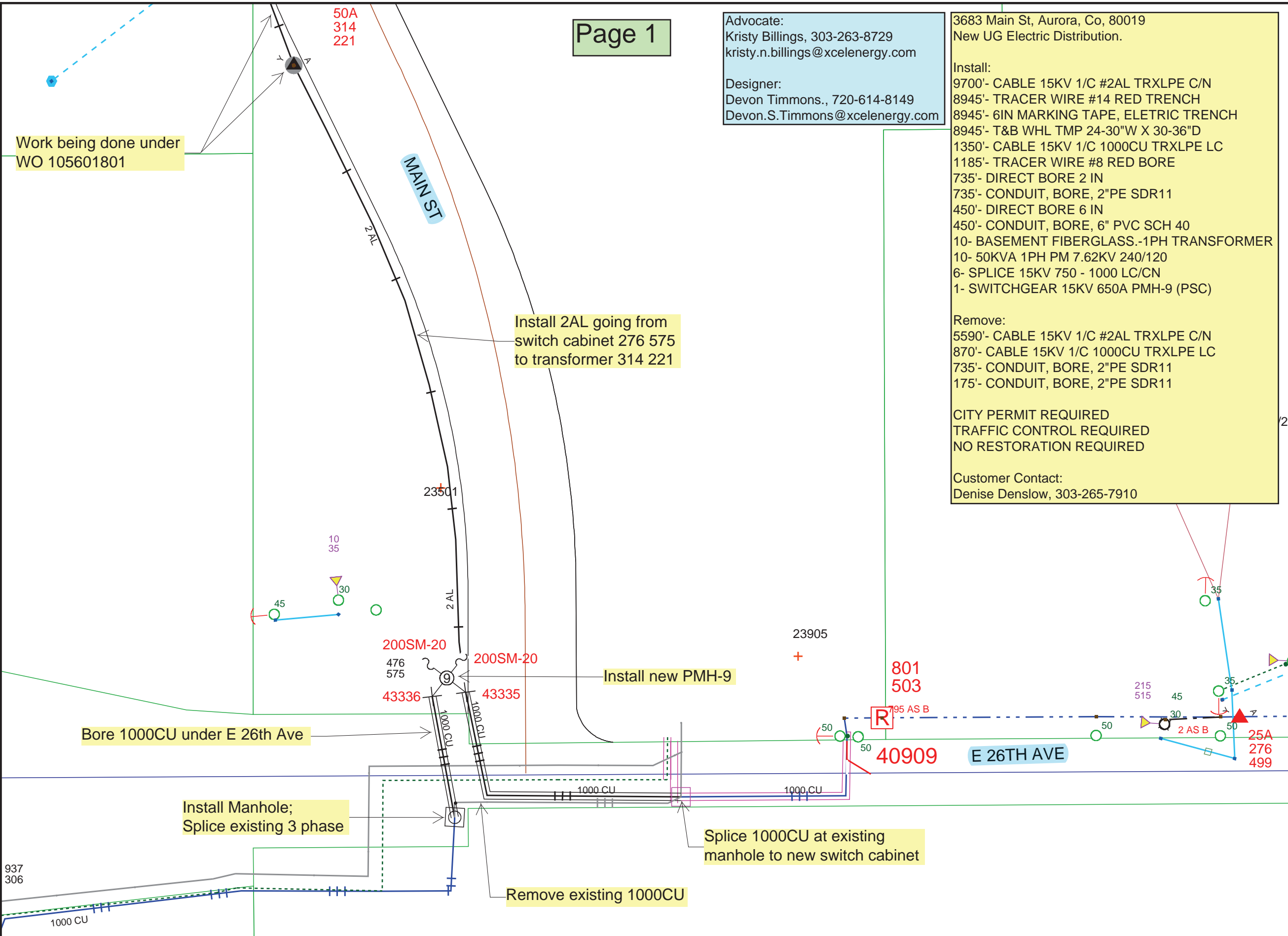
Scale: 1" equals 100'



CONSTRUCTION USE ONLY

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(ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO
FOREMAN _____ DATE _____
TEAM LEADER _____



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3683 Main St, Aurora, Co, 80019
New UG Electric Distribution.

Install:
9700'- CABLE 15KV 1/C #2AL TRXLPE C/N
8945'- TRACER WIRE #14 RED TRENCH
8945'- 6IN MARKING TAPE, ELETRIC TRENCH
8945'- T&B WHL TMP 24-30"W X 30-36"D
1350'- CABLE 15KV 1/C 1000CU TRXLPE LC
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735'- DIRECT BORE 2 IN
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450'- DIRECT BORE 6 IN
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1- SWITCHGEAR 15KV 650A PMH-9 (PSC)

Remove:
5590'- CABLE 15KV 1/C #2AL TRXLPE C/N
870'- CABLE 15KV 1/C 1000CU TRXLPE LC
735'- CONDUIT, BORE, 2"PE SDR11
175'- CONDUIT, BORE, 2"PE SDR11

CITY PERMIT REQUIRED
TRAFFIC CONTROL REQUIRED
NO RESTORATION REQUIRED

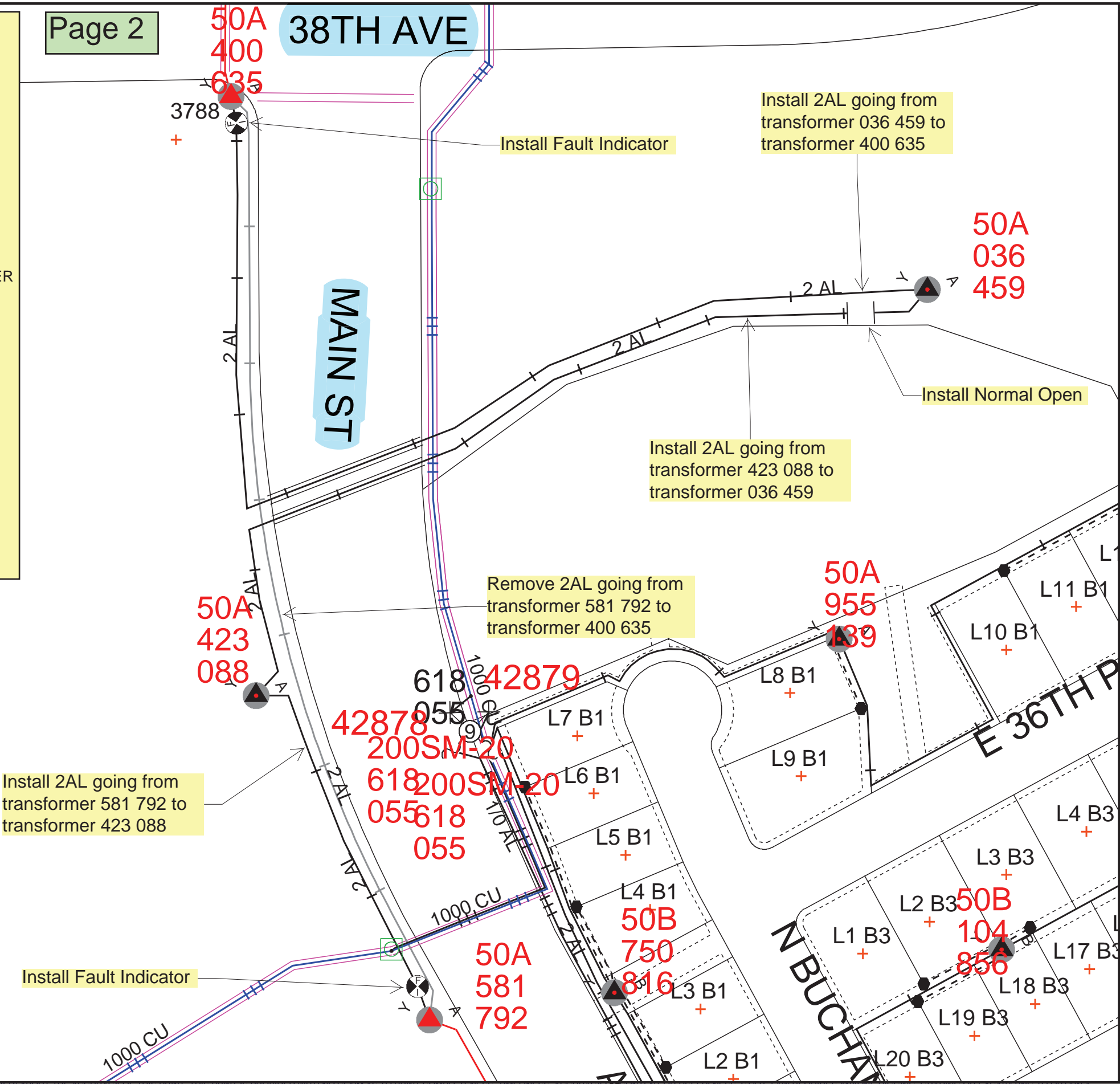
Customer Contact:
Denise Denslow, 303-265-7910

Advocate:
Kristy Billings, 303-263-8729
kristy.n.billings@xcelenergy.com

Designer:
Devon Timmons., 720-614-8149
Devon.S.Timmons@xcelenergy.com

Page 2

38TH AVE



LL WO for materials: 107491658
Umbrella ID: 1000016254

Work Order Information	
Service Request #	: 12717506
Design Number	: 000001058134
Designer/Planner ID	: 248626
Designer/Planner Name	: Timmons, Devon
Designer/Planner Ph #	: (720) 614-8149
Manager Approval	: _____

Joint Utility	
E: N/A	G: N/A
T: N/A	C: N/A

Design Location	
Division	: SOUTHEAST METRO REGION
County	: Adams
City	: AURORA
Address	: 3683 MAIN ST
T: 3S	R: 65W S: 30
Map #	: 2220158 03
Permit	: AURORA

Electric	
Feeder: PICA1872	Voltage: 13,200
Phase: ABC	Bkup Dev ID: N/A

Gas	
System	: N/A
Size	: N/A
Dead End	: N/A
Pressure	: N/A
Material	: N/A

Work Order # : 107650411

Date: 03/15/2022

Sketch: #2 Of #7 Sketch Data

Scale: 1" equals 100'



CONSTRUCTION USE ONLY

☐ NO CHANGES (BUILT AS DESIGNED)

☐ CHANGES MADE AS INDICATED
(ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

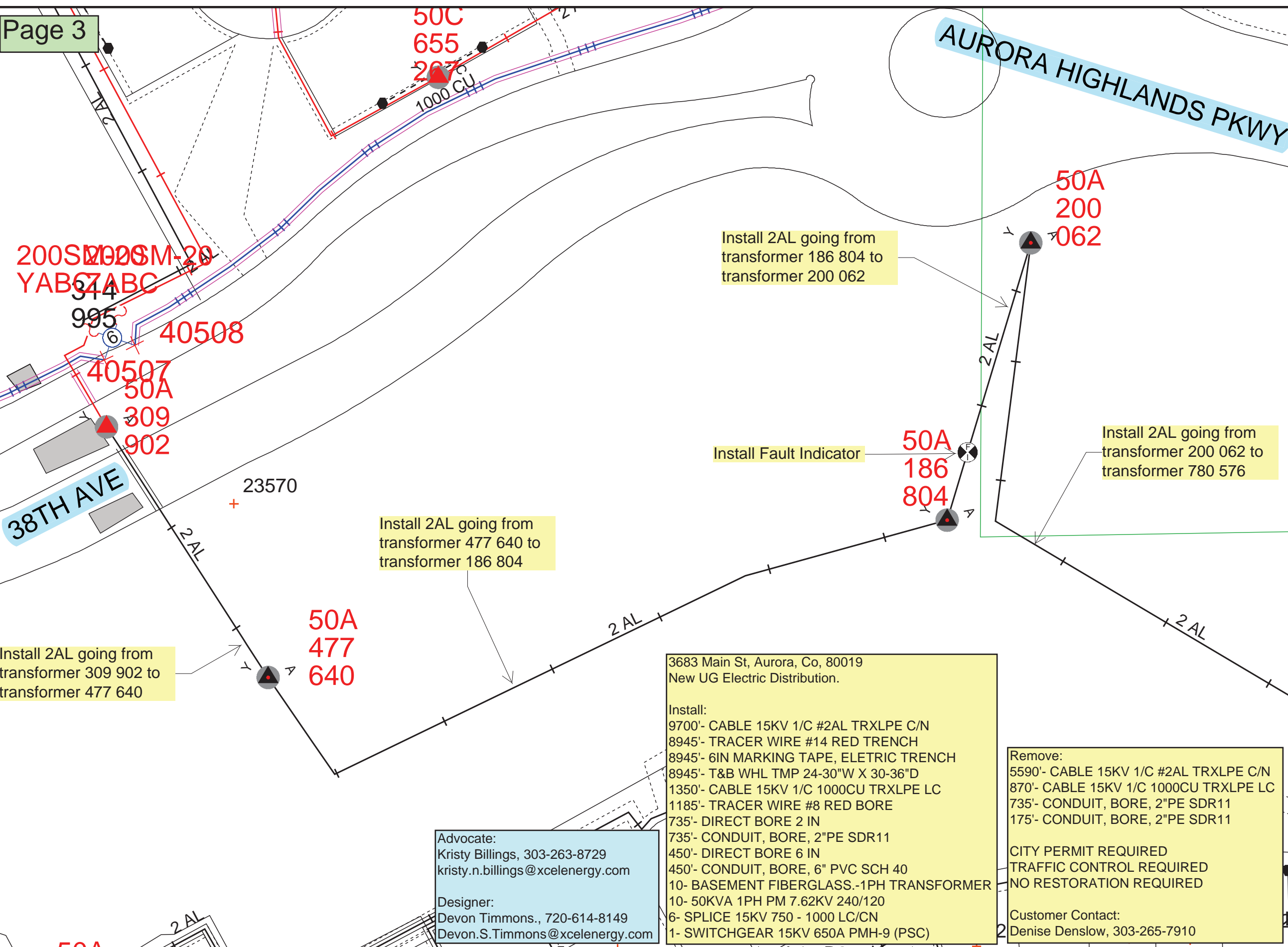
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FOREMAN _____ DATE _____

TEAM LEADER _____

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LL WO for materials: 107491658
Umbrella ID: 1000016254

Work Order Information	
Service Request #	: 12717506
Design Number	: 000001058134
Designer/Planner ID	: 248626
Designer/Planner Name	: Timmons, Devon
Designer/Planner Ph #	: (720) 614-8149
Manager Approval	: _____

Joint Utility	
E: N/A	G: N/A
T: N/A	C: N/A

Design Location	
Division	: SOUTHEAST METRO REGION
County	: Adams
City	: AURORA
Address	: 3683 MAIN ST
T: 3S	R: 65W S: 19
Map #	: 2220158 03
Permit	: AURORA

Electric	
Feeder: PICA1872	Voltage: 13,200
Phase: ABC	Bkup Dev ID: N/A

Gas	
System	: N/A
Size	: N/A
Dead End	: N/A
Pressure	: N/A
Material	: N/A

Work Order # : 107650411
Date: 03/15/2022
Sketch: #3 Of #7 Sketch Data
Scale: 1" equals 100'



CONSTRUCTION USE ONLY

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RFO
FOREMAN _____ DATE _____
TEAM LEADER _____

Advocate:
Kristy Billings, 303-263-8729
kristy.n.billings@xcelenergy.com

Designer:
Devon Timmons., 720-614-8149
Devon.S.Timmons@xcelenergy.com

3683 Main St, Aurora, Co, 80019
New UG Electric Distribution.

Install:

- 9700'- CABLE 15KV 1/C #2AL TRXLPE C/N
- 8945'- TRACER WIRE #14 RED TRENCH
- 8945'- 6IN MARKING TAPE, ELETRIC TRENCH
- 1350'- CABLE 15KV 1/C 1000CU TRXLPE LC
- 1185'- TRACER WIRE #8 RED BORE
- 735'- DIRECT BORE 2 IN
- 735'- CONDUIT, BORE, 2"PE SDR11
- 450'- DIRECT BORE 6 IN
- 450'- CONDUIT, BORE, 6" PVC SCH 40
- 10- BASEMENT FIBERGLASS.-1PH TRANSFORMER
- 10- 50KVA 1PH PM 7.62KV 240/120
- 6- SPLICE 15KV 750 - 1000 LC/CN
- 1- SWITCHGEAR 15KV 650A PMH-9 (PSC)

Remove:

- 5590'- CABLE 15KV 1/C #2AL TRXLPE C/N
- 870'- CABLE 15KV 1/C 1000CU TRXLPE LC
- 735'- CONDUIT, BORE, 2"PE SDR11
- 175'- CONDUIT, BORE, 2"PE SDR11

CITY PERMIT REQUIRED
TRAFFIC CONTROL REQUIRED
NO RESTORATION REQUIRED

Customer Contact:
Denise Denslow, 303-265-7910

AURORA HIGHLANDS PKWY

Install 2AL going from transformer 186 804 to transformer 200 062

50A
200
062

50A
186
804

Install 2AL going from transformer 200 062 to transformer 780 576

Install Fault Indicator

50A
780
576

Install 2AL going from transformer 780 576 to transformer 377 411

50A
334
428

50A
618
441

50A
377
411

Advocate:
Kristy Billings, 303-263-8729
kristy.n.billings@xcelenergy.com

Designer:
Devon Timmons., 720-614-8149
Devon.S.Timmons@xcelenergy.com

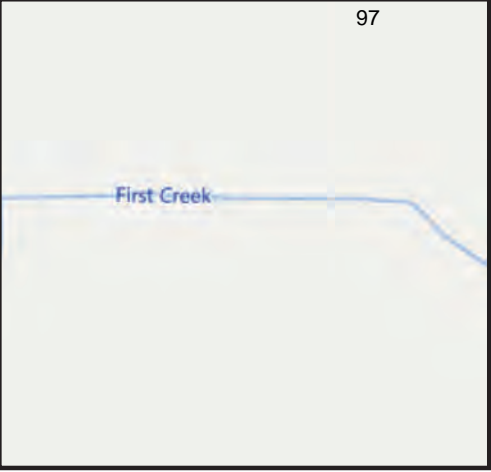
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735'- CONDUIT, BORE, 2"PE SDR11
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CITY PERMIT REQUIRED
TRAFFIC CONTROL REQUIRED
NO RESTORATION REQUIRED

Customer Contact:
Denise Denslow, 303-265-7910



LL WO for materials: 107491658
Umbrella ID: 1000016254

Work Order Information	
Service Request #	: 12717506
Design Number	: 000001058134
Designer/Planner ID	: 248626
Designer/Planner Name	: Timmons, Devon
Designer/Planner Ph #	: (720) 614-8149
Manager Approval	: _____

Joint Utility	
E: N/A	G: N/A
T: N/A	C: N/A

Design Location	
Division	: SOUTHEAST METRO REGION
County	: Adams
City	: AURORA
Address	: 3683 MAIN ST
T: 3S	R: 65W S: 19
Map #	: 2223158 03
Permit	: AURORA

Electric	
Feeder: PICA1872	Voltage: 13,200
Phase: ABC	Bkup Dev ID: N/A

Gas	
System	: N/A
Size	: N/A
Dead End	: N/A
Pressure	: N/A
Material	: N/A

Work Order # : 107650411

Date: 03/15/2022

Sketch: #4 Of #7 Sketch Data

Scale: 1" equals 100'



CONSTRUCTION USE ONLY

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☐ CHANGES MADE AS INDICATED
(ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO _____

FOREMAN _____ DATE _____

TEAM LEADER _____

Install 2AL going from
transformer 780 576 to
transformer 377 411

Install 2AL going from
transformer 848 419 to
transformer 011 476

Install 2AL going from
transformer 377 411 to
transformer 998 053

Install 2AL going from
transformer 794 022 to
transformer 848 419

Install 2AL going from
transformer 998 053 to
transformer 003 914

Remove 2AL going from
transformer 011 476 to
transformer 003 914

3683 Main St, Aurora, Co, 80019
New UG Electric Distribution.

Install:

- 9700'- CABLE 15KV 1/C #2AL TRXLPE C/N
- 8945'- TRACER WIRE #14 RED TRENCH
- 8945'- 6IN MARKING TAPE, ELETRIC TRENCH
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- 1350'- CABLE 15KV 1/C 1000CU TRXLPE LC
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- 735'- DIRECT BORE 2 IN
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- 450'- DIRECT BORE 6 IN
- 450'- CONDUIT, BORE, 6" PVC SCH 40
- 10- BASEMENT FIBERGLASS.-1PH TRANSFORMER
- 10- 50KVA 1PH PM 7.62KV 240/120
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- 1- SWITCHGEAR 15KV 650A PMH-9 (PSC)

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- 870'- CABLE 15KV 1/C 1000CU TRXLPE LC
- 735'- CONDUIT, BORE, 2"PE SDR11
- 175'- CONDUIT, BORE, 2"PE SDR11

CITY PERMIT REQUIRED
TRAFFIC CONTROL REQUIRED
NO RESTORATION REQUIRED

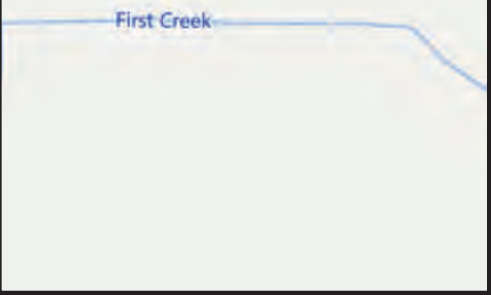
Customer Contact: Denise Denslow, 303-265-7910

Advocate:
Kristy Billings, 303-263-8729
kristy.n.billings@xcelenergy.com

Designer:
Devon Timmons., 720-614-8149
Devon.S.Timmons@xcelenergy.com

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LL WO for materials: 107491658
Umbrella ID: 1000016254

Work Order Information	
Service Request #	: 12717506
Design Number	: 000001058134
Designer/Planner ID	: 248626
Designer/Planner Name	: Timmons, Devon
Designer/Planner Ph #	: (720) 614-8149
Manager Approval	: _____

Joint Utility	
E: N/A	G: N/A
T: N/A	C: N/A

Design Location	
Division	: SOUTHEAST METRO REGION
County	: Adams
City	: AURORA
Address	: 3683 MAIN ST
T: 3S	R: 65W S: 30
Map #	: 2223158 03
Permit	: AURORA

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Feeder: PICA1872	Voltage: 13,200
Phase: ABC	Bkup Dev ID: N/A

Gas	
System	: N/A
Size	: N/A
Dead End	: N/A
Pressure	: N/A
Material	: N/A

Work Order #	: 107650411
Date	: 03/15/2022
Sketch	: #5 Of #7 Sketch Data
Scale	: 1" equals 100'

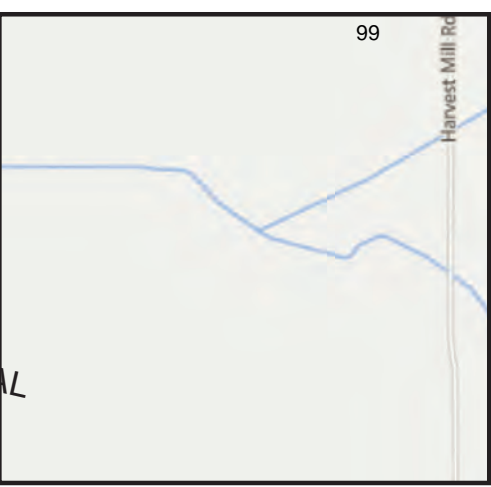
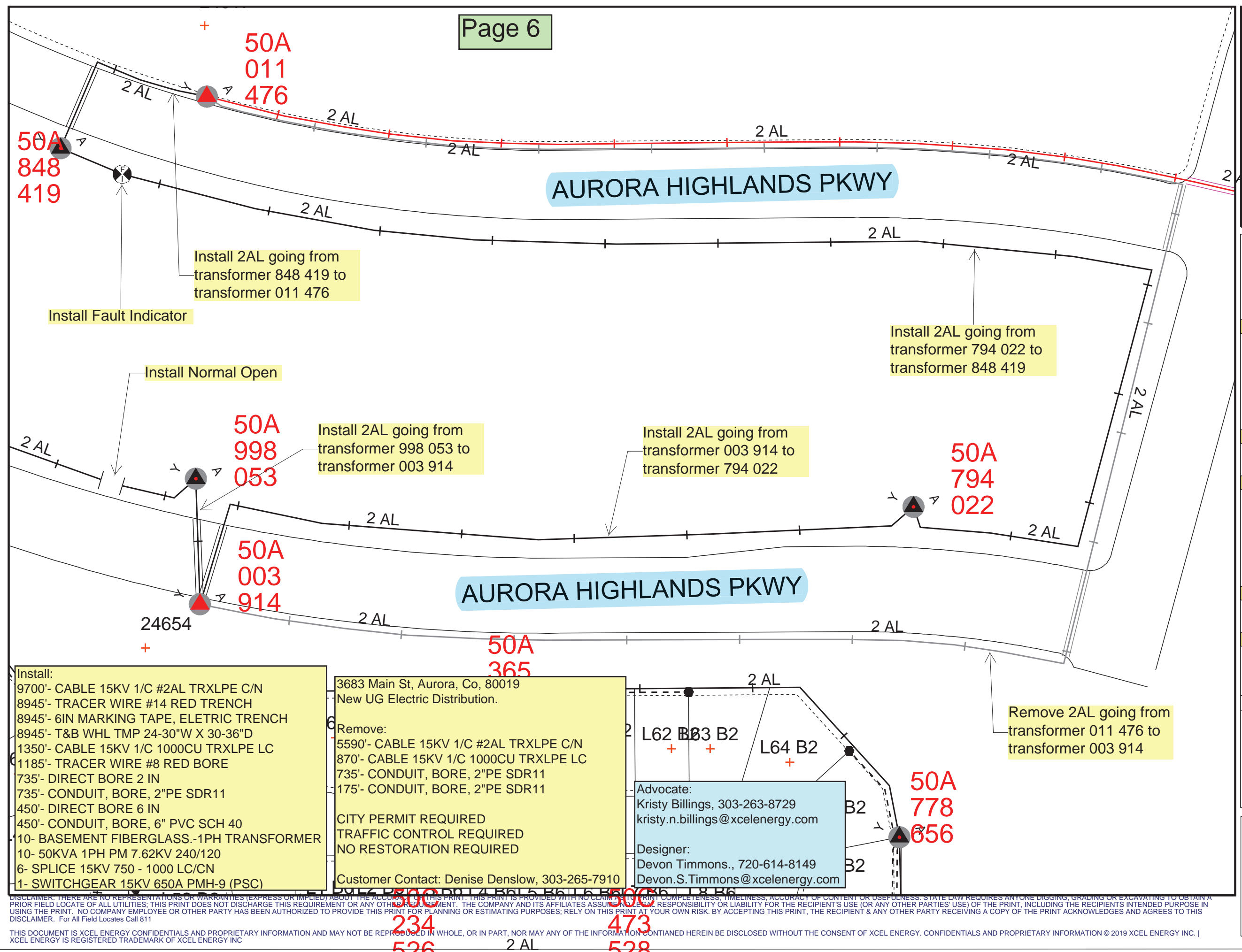


CONSTRUCTION USE ONLY

☐ NO CHANGES (BUILT AS DESIGNED)

☐ CHANGES MADE AS INDICATED
(ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO
FOREMAN _____ DATE _____
TEAM LEADER _____



LL WO for materials: 107491658
Umbrella ID: 1000016254

Work Order Information	
Service Request #	: 12717506
Design Number	: 000001058134
Designer/Planner ID	: 248626
Designer/Planner Name	: Timmons, Devon
Designer/Planner Ph #	: (720) 614-8149
Manager Approval	: _____

Joint Utility	
E: N/A	G: N/A
T: N/A	C: N/A

Design Location	
Division	: SOUTHEAST METRO REGION
County	: Adams
City	: AURORA
Address	: 3683 MAIN ST
T: 3S	R: 65W S: 30
Map #	: 2223158 03
Permit	: AURORA

Electric	
Feeder: PICA1872	Voltage: 13,200
Phase: ABC	Bkup Dev ID: N/A

Gas	
System	: N/A
Size	: N/A
Dead End	: N/A
Pressure	: N/A
Material	: N/A

Work Order # : 107650411
Date: 03/15/2022
Sketch: #6 Of #7 Sketch Data
Scale: 1" equals 100'



CONSTRUCTION USE ONLY

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RFO _____
FOREMAN _____ DATE _____
TEAM LEADER _____

3683 Main St, Aurora, Co, 80019
New UG Electric Distribution.

Install:
9700'- CABLE 15KV 1/C #2AL TRXLPE C/N
8945'- TRACER WIRE #14 RED TRENCH
8945'- 6IN MARKING TAPE, ELETRIC TRENCH
8945'- T&B WHL TMP 24-30"W X 30-36"D
1350'- CABLE 15KV 1/C 1000CU TRXLPE LC
1185'- TRACER WIRE #8 RED BORE
735'- DIRECT BORE 2 IN
735'- CONDUIT, BORE, 2"PE SDR11
450'- DIRECT BORE 6 IN
450'- CONDUIT, BORE, 6" PVC SCH 40
10- BASEMENT FIBERGLASS.-1PH TRANSFORMER
10- 50KVA 1PH PM 7.62KV 240/120
6- SPLICE 15KV 750 - 1000 LC/CN
1- SWITCHGEAR 15KV 650A PMH-9 (PSC)

Remove:
5590'- CABLE 15KV 1/C #2AL TRXLPE C/N
870'- CABLE 15KV 1/C 1000CU TRXLPE LC
735'- CONDUIT, BORE, 2"PE SDR11
175'- CONDUIT, BORE, 2"PE SDR11

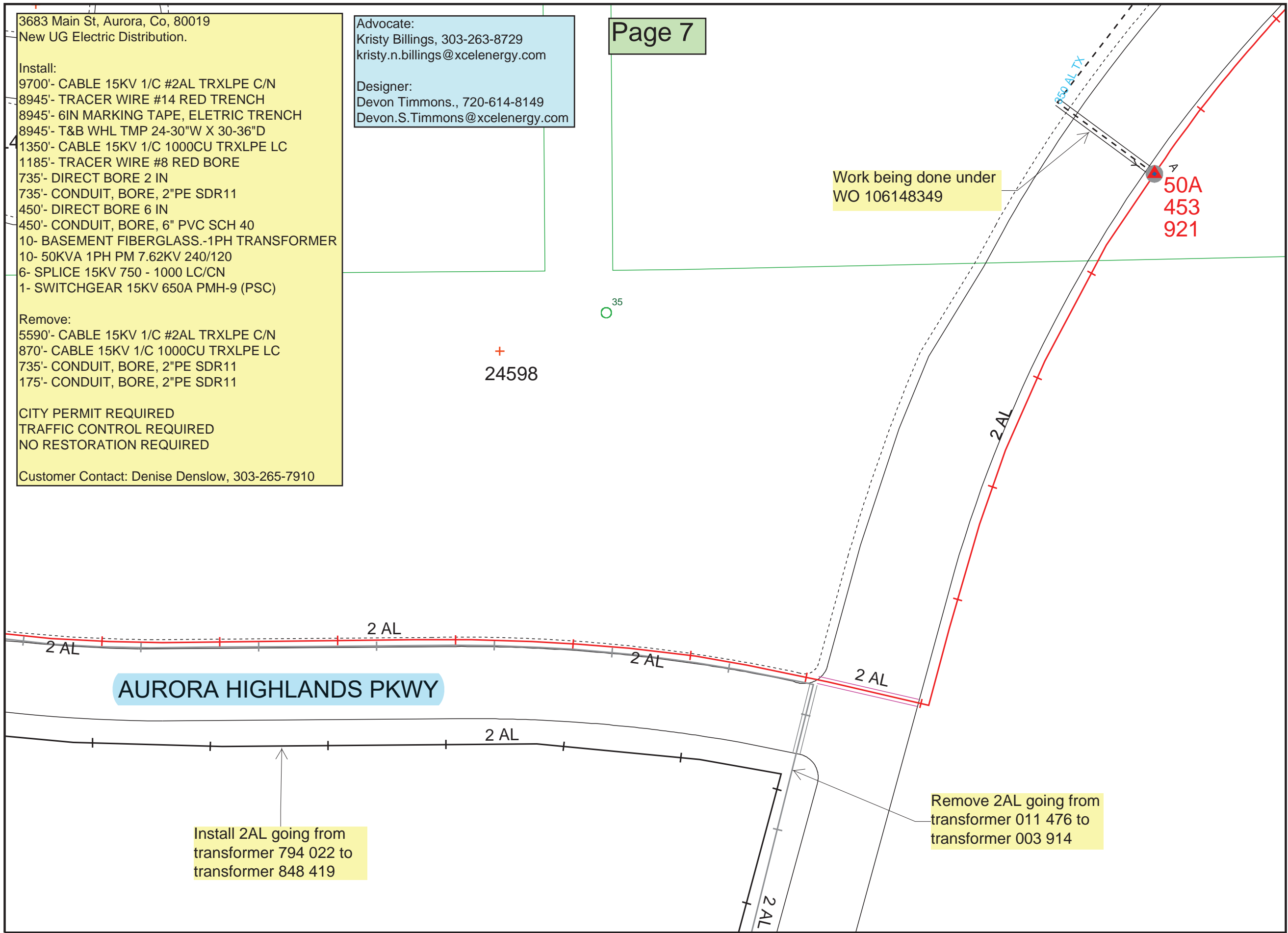
CITY PERMIT REQUIRED
TRAFFIC CONTROL REQUIRED
NO RESTORATION REQUIRED

Customer Contact: Denise Denslow, 303-265-7910

Advocate:
Kristy Billings, 303-263-8729
kristy.n.billings@xcelenergy.com

Designer:
Devon Timmons., 720-614-8149
Devon.S.Timmons@xcelenergy.com

Page 7



LL WO for materials: 107491658
Umbrella ID: 1000016254

Work Order Information	
Service Request #	: 12717506
Design Number	: 000001058134
Designer/Planner ID	: 248626
Designer/Planner Name	: Timmons, Devon
Designer/Planner Ph #	: (720) 614-8149
Manager Approval	: _____

Joint Utility	
E: N/A	G: N/A
T: N/A	C: N/A

Design Location	
Division	: SOUTHEAST METRO REGION
County	: ADAMS
City	: AURORA
Address	: 3683 MAIN ST
T: 3S	R: 65W S: 29
Map #	: 2223158 03
Permit	: AURORA

Electric	
Feeder: PICA1872	Voltage: 13,200
Phase: ABC	Bkup Dev ID: N/A

Gas	
System	: N/A
Size	: N/A
Dead End	: N/A
Pressure	: N/A
Material	: N/A

Work Order # : 107650411
Date: 03/04/2022
Sketch: #7 Of #7 Sketch Data
Scale: 1" equals 100'



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(ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO
FOREMAN _____ DATE _____
TEAM LEADER _____



CONTINGENCY LIST

*CUSTOMER:	AEROTROPOLIS AREA COORDINATING METRO DISTRICT
ADDRESS:	3683 MAIN ST
CITY:	AURORA
DESIGN NO:	1058134
SN:	12717506

SIGNATURE** _____

DATE: _____

*** Confidential Information**

**** Customer is to return copy of signed document to your Xcel Energy Representative**

Public Service Company of Colorado d/b/a Xcel Energy (the “Company”) has completed the engineering design and cost estimate for your electric and/or gas distribution request. The Company will install the facilities as shown in the attached engineering sketch(es), when all contractual obligations and customer-supplied conditions are met. The specified conditions listed below were used to determine the most effective design to meet your request. If, for any reason this design does not meet your request as intended, please review with the Company’s Engineering personnel. Engineering will discuss any possible revision and will expedite any necessary revised costs in order to meet your schedule as planned. (Please be aware that additional estimates may be subject to re-engineering charges.) The Company looks forward to completing the installation of these facilities for you and providing for any future needs you may have.

1. **Disclaimer.** Company shall not be responsible for the repair or replacement costs resulting from damage to items that are not marked prior to Company’s commencement of construction.
2. **Construction Obligations.** To the extent applicable, Customer shall confirm to Company, and Company shall certify, that the following construction obligations have been met prior to Company commencing construction on the project.
 - ❖ Customer must install curb and gutter prior to installation of electric and/or gas distribution facilities.
 - ❖ When construction consists of five (5) sites or fewer, all sites must be ready. For projects with more than five (5) sites, approximately fifty (50) percent of the sites must be ready.
 - ❖ As determined by Company, required property pins, necessary curve points, easements, proposed structures, and facility equipment locations must be staked and visible in the field.
 - ❖ ☐ If checked, Customer has agreed to install sleeves at crossings.
 - ❖ Water line, sewer lines septic systems, leach fields, and any other underground obstruction must be staked, flagged, and installed prior to Company gas and/or electric construction.
 - ❖ Transformers, switch cabinet locations, pedestals, gas regulator stations, meter installations, and other surface mounted equipment must be exact final grade. All other street/easements/service lateral routes must be within plus or minus six (6) inches of final grade.
 - ❖ Pouring/paving of driveways and landscaping must be delayed until after installation of facilities (services excluded).
 - ❖ Where existing slopes prohibit trenching, Customer must provide temporary grade for trenching equipment.
 - ❖ Construction route must be clear of all obstructions.
 - Construction material must be cleared from route.
 - Temporary trailers, buildings, and other obstacles must be moved.
 - Company will trim/clear trees along the construction route. Subject to Company’s approval, if Customer elects to trim/clear the trees on Customer’s own property, \$0.00 will be deducted.
 - ❖ All roof drains must be directed away from Company equipment in a manner that prevents damage or settling of facilities, or both.
 - ❖ If transformers, switch cabinets, or gas meters require bumper protection, Customer must install protection at Customer’s sole cost. Customer must contact design engineer for bumper protection clearance requirements.
 - ❖ If Customer knows or suspects contaminants are present on the property where Company may be working, Customer must disclose its knowledge or suspicion to Company prior to Company commencing construction. If there are known contaminants on the subject property, Customer/developer/owner must remove the contaminants to any impacted soils or groundwater prior to Company commencing construction. If, prior to or during Company construction, contaminants are encountered that were previously unknown, all work will be stopped until Customer



remediates the site to ensure Company's crews are working in non-contaminated soils and that all facilities are located upon or buried in non-contaminated soils. The Company may, in its sole discretion, agree to other appropriate alternatives to these remediation requirements that are protective of worker and public safety and that protect the Company from incurring environmental liabilities.

- ❖ The Customer/developer/owner shall comply with all applicable federal, state, and local laws, regulations, and ordinances ("Environmental Laws") regarding environmental contamination, including without limitation any Environmental Laws pertaining to soil and/or debris excavated from the property that is contaminated with hazardous substances, hazardous or solid wastes, petroleum, or other similar regulated materials. Company shall not be liable or responsible for environmental conditions at or near the Project site, and Customer shall be responsible for environmental conditions and costs of properly managing any impacted media including, but not limited to, soils or groundwater. The Customer/developer/owner shall be responsible for any additional costs arising out of pre-existing contamination on the property, including but not limited to: (a) Company exacerbating pre-existing conditions; and/or (b) Company's adoption of greater or different procedures for utility installation than its standard business practice when dealing with clean, uncontaminated soils.
- ❖ Customer will be responsible for replacing existing sod, shrubs, trees, etc., and for repairing existing paving, at no cost to Company.
- ❖ Customer must ensure that all Company facilities meet all local setback and zoning requirements, and remain accessible at all times for routine maintenance purposes.
- ❖ All areas of the door sides of transformers and/or switch cabinets must remain clear of obstructions for ten (10) feet minimum distance at all times for maintenance purposes.
- ❖ With regard to meters and service laterals:
 - The permanent address must be attached to the building before the permanent meter will be set.
 - Multiple unit structures must have each meter housing and fuel line, as applicable, permanently identified before the meter will be set.
 - Multiple unit structures with banked metering require separate trenches for any Customer-owned facilities.
 - No Customer-owned facilities will be allowed in any easement granted by the property owner to Company.
 - Customer is responsible to provide required clearances for all electric and gas metering equipment in accordance with the Xcel Energy Standard for Electric Installation and Use and applicable laws, regulations, and standards as determined by the Company.
 - Company will install all residential underground electric services in accordance with Company's Electric Extension Standards.
 - All commercial electric underground services, complete to transformer, pedestal, or terminal pole shall be installed, owned, and maintained by Customer in accordance with Company's Electric Extension Standards.
 - Adequate conduit under concrete, decks, and other obstructions shall be the responsibility of Customer.
 - Overhead to underground conversion of meters and risers, including all wiring and building repairs, shall be at Customer's cost.
 - Company will install all gas services.
 - ☐ If checked, Customer must provide a concrete pad for gas meter support at no cost to Company.

Meter Pad Dimensions: long X wide X thick.

3. Permit Obligations. The Agreement and all Associated Agreements are contingent upon acquisition of the following permits and/or approvals:

- ☒ Town Permit
- ☐ County Permit
- ☐ State Highway Crossing Permit
- ☐ Railroad Crossing Permit
- ☐ Bureau of Land Management (BLM) Approval
- ☐ Grading and Drainage Permit
- ☐ Water Board Crossing
- ☐ Special Permit
- ☐ Corps of Engineer's Permit
- ☐ Other [Please specify.]



4. Trench Compaction Requirements. Company is required to provide the following trench specifications:

- ☒ Wheel Compaction 8945 feet of trench
- ☐ 85% Standard Proctor Compaction feet of trench
- ☐ 95% Standard Proctor Compaction feet of trench
- ☐ 95% Modified Proctor Compaction feet of trench
- ☒ Bore 1185 feet of trench

ON-SITE DISTRIBUTION EXTENSION AGREEMENT (ELECTRIC)

This On-Site Distribution Extension Agreement (the “Agreement”), is dated as of March 25, 2022 (“Contract Origination Date”), by and between Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (the “Company”) and AEROTROPOLIS AREA COORDINATING METRO DISTRICT (the “Applicant”). Applicant and Company are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.” This Agreement is subject to the Company’s Electric Service Distribution Extension Policy (the “Policy”) within Company’s electric tariff (the “Tariff”) and to the entirety of Company’s Tariff, as amended from time to time, and such Policy and Tariff are each incorporated herein by reference. The Policy and Tariff are available for inspection at the Colorado Public Utilities Commission and on Company’s website. Any capitalized term in this Agreement that is not expressly defined herein shall have the meaning set forth in the Policy or Tariff.

This Agreement sets forth the terms and conditions for the design, construction, installation, and payment for the On-Site Distribution Extension (as defined herein), including without limitation the calculation of the Construction Payment to be paid by Applicant. Subject to the exceptions set forth herein and in the Policy and Tariff, the cost responsibility of the Applicant will be based upon, as applicable: (1) standardized per lot costs of constructing and installing the facilities necessary to adequately supply service to single family and townhome lots requested by Applicant (average of sixty (60) feet or less frontage); and (2) Company's estimate of the cost of constructing and installing other facilities necessary to adequately supply the On-Site Distribution Extension (including but not limited to single family and townhome lots more than an average of sixty (60) feet frontage, non-standard load and construction requirements, and commercial facilities), less a Construction Allowance. The Construction Payment shall be non-refundable as of the date that construction commences.

List of Exhibits	Included
Contingency List	Yes
Cost Estimate Worksheet	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Frost and Ground Thawing Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

1. Service. Applicant has requested and Company has agreed that Company will design, construct, and install the necessary On-Site Distribution Extension to provide electric service to serve 3683 MAIN ST in the City or Town of AURORA in the County of ADAMS in the State of Colorado (“Service”).

Such Service will have the following characteristics:

Category	Applicability
Type of Service	<input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Indeterminate <input type="checkbox"/> Temporary
Network Service	<input type="checkbox"/> Network <input checked="" type="checkbox"/> Non-Network
Voltage (choose one or both)	<input checked="" type="checkbox"/> Primary Voltage <input type="checkbox"/> Secondary Voltage
Overhead/Underground (choose one or both)	<input type="checkbox"/> Overhead <input checked="" type="checkbox"/> Underground
Phase (choose one)	<input checked="" type="checkbox"/> Single-Phase <input checked="" type="checkbox"/> Three-Phase <input type="checkbox"/> Combination Single- and Three-Phase
Additional Characteristics (choose any as applicable)	<input type="checkbox"/> Electric Vehicle Charging Station(s) <input type="checkbox"/> High Density Load <input type="checkbox"/> Street Lighting <input type="checkbox"/> Solar <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>