

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NOS. 4 AND 5 ("DISTRICTS")

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Phone: 303-779-5710

<https://theaurorahighlands.specialdistrict.net/>

NOTICE OF JOINT ORGANIZATIONAL MEETING AND AGENDA

<u>Boards of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Matt Hopper	TBD	2023/May 2023
Michael Sheldon	TBD	2023/May 2023
Carla Ferreira	TBD	2025/May 2025
Deanna Hopper	TBD	2025/May 2025
Cindy Shearon	TBD	2025/May 2025

DATE: December 15, 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 JOINT 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. Public Comment. Members of the public may express their views to the Board on matters that affect the Districts that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.
- D. Confirm filing of oaths of office and organizational documents.

E. Discuss requirements of Section 32-1-104.8, C.R.S., regarding Special District Public Disclosure Document. Acknowledge preparation and recording of Special District Public Disclosure Documents.

F. Consider appointment of officers.

President:

Secretary:

Treasurer

Assistant Secretary:

Assistant Secretary:

G. Consider engagement of McGeady Becher P.C. as District Counsel (to be distributed).

H. Consider engagement of CliftonLarsonAllen LLP for District Management and Accounting Services (enclosures).

I. Discuss business to be conducted in 2023 and location (**virtual and/or physical**) of meetings. Schedule regular meetings (proposed date/time: February 16, May 18, August 17, and November 16, 2023 at 1:00 p.m. at the Construction Trailer Center and virtually) and consider adoption of Resolution Establishing Regular Meeting Dates, Times and Location, and Designating Location for Posting 24-Hour Notices (enclosure).

J. Discuss website requirements.

K. Discuss insurance requirements (public officials' liability, general liability, workers' compensation, comprehensive crime.). Consider adoption of Resolution No. 2022-12-____ to obtain insurance coverage through the Colorado Special Districts Property and Liability Pool and authorize membership in the Special District Association.

L. Discuss and consider approval of Agency Services Agreement between the Districts and T. Charles Wilson Insurance Service.

M. Discuss requirements of Section 32-1-809, C.R.S., and direct staff regarding compliance for 2023 (Transparency Notice).

II. FINANCIAL MATTERS

A. Consider approval of execution of: (1) Form SS-4 Application for Employer

Identification Number; (2) Application for Sales Tax Exemption for Colorado Organizations; and (3) Application by Official Custodian for Assignment of PDPA Number for Public Funds Deposited in Banks (enclosures).

- B. Consider and approve the establishment of a policy authorizing investments in accordance with state statutes.
- C. Discuss and consider establishment of operating accounts and authorize all Board Members to be signers on the accounts (with all checks requiring two signatures).
- D. Ratify appointment of District Accountant to prepare 2022 and 2023 Budgets.
- E. Consider appointment of District Accountant to prepare 2024 Budgets.
- F. Conduct Public Hearings on the proposed 2022 and 2023 Budgets and consider adoption of Resolution No. 2022-12-____ to Adopt the 2022 Budget, Resolution No. 2022-12-____ to Adopt the 2023 Budget and Appropriate Sums of Money and Resolution No. 2022-12-____ to Set Mill Levies (enclosures).
- G. Authorize District Accountant to prepare, and appoint Director to sign, the DLG-70 Certifications of Tax Levies form for certification to the Board of County Commissioners and other interested parties.
- H. Discuss statutory requirements for an audit. Consider appointment of District Accountant to prepare Applications for Exemption from Audit for 2022.

III. LEGAL MATTERS

- A. Discuss and consider approval of Intergovernmental Agreement between the Districts and the City of Aurora (enclosure).
- B. Discuss and consider adoption of Resolution No. 2022-12-__, Resolution of the Board of Directors of The Aurora Highlands Metropolitan District No. 4 Requesting to be added into and Authorizing the Execution of the Third Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement Pursuant to Section 23-1-203.5, C.R.S. (enclosure).
- C. Discuss and consider adoption of Resolution No. 2022-12-__, Resolution of the Board of Directors of The Aurora Highlands Metropolitan District No. 5 Requesting to be added into and Authorizing the Execution of the Third Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement Pursuant to Section 23-1-203.5, C.R.S. (enclosure).

- D. Discuss and executive session meeting procedure. Discuss and consider adoption of Resolution No. 2022-12-____ Providing Policy Regarding Recording of Public and Executive Session Meetings (enclosure).
- E. Discuss and consider adoption of Resolution No. 2022-12-____ Providing for the Defense and Indemnification of Directors and Employees of the Districts (enclosure).
- F. Discuss and consider the adoption of Resolution No. 2022-12-____ Regarding Colorado Open Records Act Requests (enclosure).
- G. Discuss and consider adoption of Resolution No. 2022-12-____ Regarding the Retention and Disposal of Public Records and Adopting a Public Records Retention Schedule (enclosure).
- H. Discuss May 2, 2023 Regular Director Election and consider adoption of Resolution Calling May 2, 2023 Election for Directors, appointing Designated Election Official (“DEO”) and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election. Self-Nomination Forms are due by February 24, 2023 (enclosure). Discuss the need for ballot issues and/or questions.
- I. Discuss and consider authorizing District Counsel to coordinate with Aerotropolis Regional Transportation Authority to prepare any agreements necessary to meet the Districts’ Service Plan obligations relating to the funding and development of regional improvements.

IV. OTHER BUSINESS

- A. Discuss 2023 development/construction outlook.

V. BOARD MEMBER MATTERS

- A. Other.

VI. EXECUTIVE SESSION

VII. ADJOURNMENT

THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2022.



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Special Districts Preparation SOW

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4 ("you" and "your"). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

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

Ongoing normal accounting services:

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

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

- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report and manage cash flows
- Assist with bank communications.
- Perform other non-attest services.

Compilation services

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

Preparation services – financial statements

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

Preparation services – annual

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

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

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

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

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

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

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

Engagement objectives and our responsibilities

The objectives of our engagement are to:

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

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

Engagement procedures and limitations

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

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any

wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

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

No assurance statements

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

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

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

Management responsibilities

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

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed

by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

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

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

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

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

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

Fees, time estimates, and terms

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

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

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

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

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

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

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

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

Municipal advisors

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

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

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
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Special Districts Payroll Services SOW

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4 ("you" and "your"). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of payroll preparation services

We will provide the following payroll preparation services from information you provide:

- For each pay period:
 - Perform payroll calculations
 - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
 - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
 - Processing retirement plan contribution payments
 - Preparation of information needed for the retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):
 - All copies of required forms W-2 and W-3
 - Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
 - Form 943 – Employers Annual Tax Return for Agricultural Employees
 - All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
 - Form 941 – Employers Quarterly Tax Return
 - State Employers Quarterly Withholding Return
 - State Employers Quarterly Unemployment Tax Return (SUTA)
 - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability
- Cash access services related to payroll services
 - Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of your officer(s) who are responsible for signing checks and bank drafts on your behalf.

- Obtain access to electronic signatures or signatures embedded into cloud-based software for the purpose of drafting payments on your behalf.
- Prepare checks to be drawn upon your bank account(s) and to use the above noted methods to thereby finally approve such checks for payment by the corresponding bank(s).
- Initiate the direct deposit of employee net pay from funds drawn upon your bank account(s).
- The following services would impair independence
 - Accept responsibility to authorize payment of client funds, electronically or otherwise, except as specifically provided for with respect to electronic payroll tax payments.
 - Accept responsibility to sign or cosign client checks, even if only in emergency situations.
 - Maintain a client's bank account or otherwise have custody of a client's funds or make credit for banking decisions for the client.

Our responsibility to you and limitations of the payroll services

We will prepare your federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the payroll and related returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, we will inform the board of directors of the district of any material errors and of any evidence or information that comes to our attention during the performance of our payroll preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our payroll preparation services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify deficiencies in your internal control as part of this engagement but will promptly report them to the board of directors of the district if identified. You agree that we shall not be responsible for any misstatements in your payroll that we may not identify as a result of misrepresentations made to us by you.

Our payroll preparation services will include electronically transmitting information to taxing authorities and your financial institution to facilitate the electronic transfer of funds. Authorizations for us to provide these services will be made in separate communications.

Our payroll preparation services will include transmitting federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf. Authorizations for us to provide these services will be made in separate communications.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and returns. We will have no obligations with regard to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us. All necessary information should be provided to us within two days of the close of each payroll period or no later than two days prior to your payroll check date. A list of information we will require and the dates required will be provided in a separate communication.

For all nonattest services we may provide to you, including these payroll services, management agrees to assume all management responsibilities; oversee the services; by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls.
- Careful review of paychecks or pay-stubs, and payroll journals for each periodic payroll.
- Accuracy of information used in the preparation and filing of all government forms.
- Review and pre-approval of each electronic funds transfer initiated on your behalf for employee net pay amounts, payroll tax and withholding liabilities, and related benefit amounts.

You are responsible to carefully review the paper returns that we prepare on your behalf before signing and submitting them to tax authorities. You are responsible to review the paper copies of payroll forms and tax returns that were filed electronically on your behalf. We will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

You are also responsible for the payment of payroll tax and withholding liabilities. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/statelocal-wider/>.

Your responsibilities relevant to CLA's access to your cash

Someone with management authority is responsible for the processes below. All approvals listed must be documented in writing, either electronically or manually:

- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all payroll runs prior to cash being committed.

Fees

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Other than annual adjustments reflecting inflation, our professional fees will not fluctuate unless there is a significant change in the number of employees, taxing jurisdictions, or in the services you wish for us to provide. If such changes should occur, we will discuss any fee adjustments with you prior to making any changes to your billing. Lastly, any additional forms that you would like us to complete will be charged at an hourly fee.

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

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of services considered to be outside the scope of our engagement. We will bill you for additional services you would like us to provide at an hourly fee at periodic dates after the additional service has been performed.

- Reprocessing for corrected information provided to us subsequent to original payroll
- Preparation of non-standard reports
- Calculation of fringe benefit additions
- Processing retirement plan contribution payments
- Preparation of retirement plan and other census information
- Responding to workers compensation insurance audits
- Responding to employment verification requests
- Preparation of additional state tax registrations
- Preparation of amended payroll tax returns
- Responding to tax notices

Tax examinations

All government forms and returns are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you. Services in connection with tax examinations are not included in our fee for preparation of your payroll returns. Our fee for such services will be billed to you separately, along with any direct costs.

Record retention

You are responsible for retaining all documents, records, payroll journals, canceled checks, receipts, or other evidence in support of information and amounts reported in your payroll records and on your quarterly and calendar year-end payroll forms and tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of the payroll forms and tax returns should be retained indefinitely.

In preparing the payrolls, payroll forms, and tax returns, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of you.

Tax consulting services

This SOW also covers tax consulting services that may arise for which you seeks our consultation and advice, both written and oral, that are not the subject of a separate SOW. These additional services are not included in our fees for the preparation of the payroll and related federal and state forms and tax returns.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for your information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

Communications and confidentiality

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

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this SOW, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice. If you do not wish to authorize such use, please strike out this paragraph prior to signing the SOW.

Legal compliance

You agree to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to you or your business, including the accuracy and lawfulness of any reports you submit to any government regulator, authority, or agency. You also agree to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by you to any governmental or regulatory body, or for any insurance reimbursement in the event that you is requested to do so by any lawful authority. Except as outlined in this SOW, CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

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

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAAconnect.com

Special Districts Public Administration Services SOW

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4 ("you" and "your"). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

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

Scope of Public Management Services

CLA will perform the following services for the District:

District Board of Directors ("Board") Meetings

- Coordination of Board meetings
- Meeting Attendance: District Manager and/or designee will attend Board meetings
- Preparation and distribution of agenda and informational materials as requested by the District
- Drafting of meeting minutes as assigned for approval by the Board of Directors.
- Preparation and posting of notices required in conjunction with the meetings

Recordkeeping

- Maintain directory-of persons and organizations for correspondence
- Repository of District records and act as Custodian of records for purposes of CORA (as that term is defined in the District's Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 *et seq.*, C.R.S.).

Communications

- 24/7 answering services
- Website administration. CLA will oversee maintenance of the District's website as needed or requested by the District
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the District.

General Administration

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications..
- Coordination of insurance policy renewals and updates for approval by the district's board of directors.
- In collaboration with District counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district.
- At the direction of the Board of directors, supervise project processes and vendors as assigned by the Board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the District as directed by the Board (CLA itself will not and cannot provide legal services);
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the District.
- Coordinate the administration of the District's Rules and Regulations as requested by the Board.
- At the direction of District legal counsel, coordinate election processes for the District. CLA will not serve as the Designated Election Official ("DEO");

Accounts Payable Services to be Provided:

- Coordinate review and approval of invoices with District Accountant and Board to ensure timely payment to vendors.

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

Fees, time estimates, and terms

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

CLA'S 2022-2023 STANDARD HOURLY RATES FOR PUBLIC MANAGEMENT SERVICES:

Principals	\$300 – \$425
Public managers	\$190 - \$265
Assistant public managers	\$145 - \$175
Public management analysts	\$135 - \$155
District administrators	\$135 - \$165
Records retention professionals	\$110 - \$140

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

Municipal advisors

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

Denise Denslow
Principal
Denise.Denslow@CLAconnect.com

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Special Districts Preparation SOW

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and AURORA HIGHLANDS METROPOLITAN DISTRICT NO.5 ("you" and "your"). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

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

Ongoing normal accounting services:

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

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

- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report and manage cash flows
- Assist with bank communications.
- Perform other non-attest services.

Compilation services

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

Preparation services – financial statements

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

Preparation services – annual

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

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

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

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

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

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

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

Engagement objectives and our responsibilities

The objectives of our engagement are to:

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

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

Engagement procedures and limitations

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

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any

wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

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

No assurance statements

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

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

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

Management responsibilities

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

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed

by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

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

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

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

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

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

Fees, time estimates, and terms

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

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

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

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

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

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

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

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

Municipal advisors

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

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

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Special Districts Payroll Services SOW

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5 ("you" and "your"). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of payroll preparation services

We will provide the following payroll preparation services from information you provide:

- For each pay period:
 - Perform payroll calculations
 - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
 - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
 - Processing retirement plan contribution payments
 - Preparation of information needed for the retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):
 - All copies of required forms W-2 and W-3
 - Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
 - Form 943 – Employers Annual Tax Return for Agricultural Employees
 - All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
 - Form 941 – Employers Quarterly Tax Return
 - State Employers Quarterly Withholding Return
 - State Employers Quarterly Unemployment Tax Return (SUTA)
 - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability
- Cash access services related to payroll services
 - Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of your officer(s) who are responsible for signing checks and bank drafts on your behalf.

- Obtain access to electronic signatures or signatures embedded into cloud-based software for the purpose of drafting payments on your behalf.
- Prepare checks to be drawn upon your bank account(s) and to use the above noted methods to thereby finally approve such checks for payment by the corresponding bank(s).
- Initiate the direct deposit of employee net pay from funds drawn upon your bank account(s).
- The following services would impair independence
 - Accept responsibility to authorize payment of client funds, electronically or otherwise, except as specifically provided for with respect to electronic payroll tax payments.
 - Accept responsibility to sign or cosign client checks, even if only in emergency situations.
 - Maintain a client's bank account or otherwise have custody of a client's funds or make credit for banking decisions for the client.

Our responsibility to you and limitations of the payroll services

We will prepare your federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the payroll and related returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, we will inform the board of directors of the district of any material errors and of any evidence or information that comes to our attention during the performance of our payroll preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our payroll preparation services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify deficiencies in your internal control as part of this engagement but will promptly report them to the board of directors of the district if identified. You agree that we shall not be responsible for any misstatements in your payroll that we may not identify as a result of misrepresentations made to us by you.

Our payroll preparation services will include electronically transmitting information to taxing authorities and your financial institution to facilitate the electronic transfer of funds. Authorizations for us to provide these services will be made in separate communications.

Our payroll preparation services will include transmitting federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf. Authorizations for us to provide these services will be made in separate communications.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and returns. We will have no obligations with regard to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us. All necessary information should be provided to us within two days of the close of each payroll period or no later than two days prior to your payroll check date. A list of information we will require and the dates required will be provided in a separate communication.

For all nonattest services we may provide to you, including these payroll services, management agrees to assume all management responsibilities; oversee the services; by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls.
- Careful review of paychecks or pay-stubs, and payroll journals for each periodic payroll.
- Accuracy of information used in the preparation and filing of all government forms.
- Review and pre-approval of each electronic funds transfer initiated on your behalf for employee net pay amounts, payroll tax and withholding liabilities, and related benefit amounts.

You are responsible to carefully review the paper returns that we prepare on your behalf before signing and submitting them to tax authorities. You are responsible to review the paper copies of payroll forms and tax returns that were filed electronically on your behalf. We will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

You are also responsible for the payment of payroll tax and withholding liabilities. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/statelocal-wider/>.

Your responsibilities relevant to CLA's access to your cash

Someone with management authority is responsible for the processes below. All approvals listed must be documented in writing, either electronically or manually:

- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all payroll runs prior to cash being committed.

Fees

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Other than annual adjustments reflecting inflation, our professional fees will not fluctuate unless there is a significant change in the number of employees, taxing jurisdictions, or in the services you wish for us to provide. If such changes should occur, we will discuss any fee adjustments with you prior to making any changes to your billing. Lastly, any additional forms that you would like us to complete will be charged at an hourly fee.

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

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of services considered to be outside the scope of our engagement. We will bill you for additional services you would like us to provide at an hourly fee at periodic dates after the additional service has been performed.

- Reprocessing for corrected information provided to us subsequent to original payroll
- Preparation of non-standard reports
- Calculation of fringe benefit additions
- Processing retirement plan contribution payments
- Preparation of retirement plan and other census information
- Responding to workers compensation insurance audits
- Responding to employment verification requests
- Preparation of additional state tax registrations
- Preparation of amended payroll tax returns
- Responding to tax notices

Tax examinations

All government forms and returns are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you. Services in connection with tax examinations are not included in our fee for preparation of your payroll returns. Our fee for such services will be billed to you separately, along with any direct costs.

Record retention

You are responsible for retaining all documents, records, payroll journals, canceled checks, receipts, or other evidence in support of information and amounts reported in your payroll records and on your quarterly and calendar year-end payroll forms and tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of the payroll forms and tax returns should be retained indefinitely.

In preparing the payrolls, payroll forms, and tax returns, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of you.

Tax consulting services

This SOW also covers tax consulting services that may arise for which you seeks our consultation and advice, both written and oral, that are not the subject of a separate SOW. These additional services are not included in our fees for the preparation of the payroll and related federal and state forms and tax returns.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for your information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

Communications and confidentiality

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

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this SOW, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice. If you do not wish to authorize such use, please strike out this paragraph prior to signing the SOW.

Legal compliance

You agree to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to you or your business, including the accuracy and lawfulness of any reports you submit to any government regulator, authority, or agency. You also agree to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by you to any governmental or regulatory body, or for any insurance reimbursement in the event that you is requested to do so by any lawful authority. Except as outlined in this SOW, CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

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

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAAconnect.com

Special Districts Public Administration Services SOW

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5 ("you" and "your"). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

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

Scope of Public Management Services

CLA will perform the following services for the District:

District Board of Directors ("Board") Meetings

- Coordination of Board meetings
- Meeting Attendance: District Manager and/or designee will attend Board meetings
- Preparation and distribution of agenda and informational materials as requested by the District
- Drafting of meeting minutes as assigned for approval by the Board of Directors.
- Preparation and posting of notices required in conjunction with the meetings

Recordkeeping

- Maintain directory-of persons and organizations for correspondence
- Repository of District records and act as Custodian of records for purposes of CORA (as that term is defined in the District's Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 *et seq.*, C.R.S.).

Communications

- 24/7 answering services
- Website administration. CLA will oversee maintenance of the District's website as needed or requested by the District
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the District.

General Administration

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications..
- Coordination of insurance policy renewals and updates for approval by the district's board of directors.
- In collaboration with District counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district.
- At the direction of the Board of directors, supervise project processes and vendors as assigned by the Board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the District as directed by the Board (CLA itself will not and cannot provide legal services);
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the District.
- Coordinate the administration of the District's Rules and Regulations as requested by the Board.
- At the direction of District legal counsel, coordinate election processes for the District. CLA will not serve as the Designated Election Official ("DEO");

Accounts Payable Services to be Provided:

- Coordinate review and approval of invoices with District Accountant and Board to ensure timely payment to vendors.

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

Fees, time estimates, and terms

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

CLA'S 2022-2023 STANDARD HOURLY RATES FOR PUBLIC MANAGEMENT SERVICES:

Principals	\$300 – \$425
Public managers	\$190 - \$265
Assistant public managers	\$145 - \$175
Public management analysts	\$135 - \$155
District administrators	\$135 - \$165
Records retention professionals	\$110 - \$140

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

Municipal advisors

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

Denise Denslow
Principal
Denise.Denslow@CLAconnect.com

APPROVED:

Signature

Title

Date

RESOLUTION NO. 2022-12-_____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

- A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.
- B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.
- C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.
- E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.
- G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 4 (the “**District**”), Adams County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

3. That regular meetings of the District Board for the year 2023 shall be held on _____ at _____, at _____ [indicate physical location and/or virtual location (telephonically, electronically, or by other means)].

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.

7. That the District has established the following District Website, <https://theaurorahighlands.specialdistrict.net/>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

8. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) _____

9. The District Manager, or his/her designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED on December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2022-12-_____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

- A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.
- B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.
- C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.
- E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.
- G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 5 (the “**District**”), Adams County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

3. That regular meetings of the District Board for the year 2023 shall be held on _____ at _____, at _____ [indicate physical location and/or virtual location (telephonically, electronically, or by other means)].

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.

7. That the District has established the following District Website, <https://theaurorahighlands.specialdistrict.net/>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

8. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) _____

9. The District Manager, or his/her designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED on December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5**

By: _____
President

Attest:

Secretary

Form SS-4 (Rev. December 2019) Department of the Treasury Internal Revenue Service	Application for Employer Identification Number (For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.) ▶ Go to www.irs.gov/FormSS4 for instructions and the latest information. ▶ See separate instructions for each line. ▶ Keep a copy for your records.	OMB No. 1545-0003 EIN			
Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested The Aurora Highlands Metropolitan District No. 4				
	2 Trade name of business (if different from name on line 1)	3 Executor, administrator, trustee, "care of" name			
	4a Mailing address (room, apt., suite no. and street, or P.O. box)	5a Street address (if different) (Don't enter a P.O. box.)			
	4b City, state, and ZIP code (if foreign, see instructions)	5b City, state, and ZIP code (if foreign, see instructions)			
	6 County and state where principal business is located Adams County CO				
	7a Name of responsible party	7b SSN, ITIN, or EIN XXX-XX-XXXX			
	8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	8b If 8a is "Yes," enter the number of LLC members ▶				
	8c If 8a is "Yes," was the LLC organized in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No				
	9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check.				
<input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Partnership _____ <input type="checkbox"/> Corporation (enter form number to be filed) ▶ _____ <input type="checkbox"/> Personal service corporation _____ <input type="checkbox"/> Church or church-controlled organization _____ <input type="checkbox"/> Other nonprofit organization (specify) ▶ _____ <input type="checkbox"/> Other (specify) ▶ _____					
<input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Plan administrator (TIN) _____ <input type="checkbox"/> Trust (TIN of grantor) _____ <input type="checkbox"/> Military/National Guard <input checked="" type="checkbox"/> State/local government <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises Group Exemption Number (GEN) if any ▶ _____					
9b If a corporation, name the state or foreign country (if applicable) where incorporated	State	Foreign country			
10 Reason for applying (check only one box)					
<input type="checkbox"/> Started new business (specify type) ▶ _____ <input type="checkbox"/> Hired employees (Check the box and see line 13.) <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Other (specify) ▶ _____					
<input checked="" type="checkbox"/> Banking purpose (specify purpose) ▶ Account for District Funds <input type="checkbox"/> Changed type of organization (specify new type) ▶ _____ <input type="checkbox"/> Purchased going business <input type="checkbox"/> Created a trust (specify type) ▶ _____ <input type="checkbox"/> Created a pension plan (specify type) ▶ _____					
11 Date business started or acquired (month, day, year). See instructions.		12 Closing month of accounting year December			
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.		14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$5,000 or less in total wages.) If you don't check this box, you must file Form 941 for every quarter. <input type="checkbox"/>			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Agricultural 0</td> <td style="width: 33%; text-align: center;">Household 0</td> <td style="width: 33%; text-align: center;">Other 0</td> </tr> </table>		Agricultural 0	Household 0	Other 0	
Agricultural 0	Household 0	Other 0			
15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶					
16 Check one box that best describes the principal activity of your business.					
<input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input checked="" type="checkbox"/> Other (specify) ▶ Local Government					
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. Financing, construction and maintenance of public improvements					
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here ▶					
Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.				
	Designee's name Catherine Will	Designee's telephone number (include area code) 303-592-4380			
	Address and ZIP code 450 E. 17th Ave., Suite 400, Denver, CO 80203	Designee's fax number (include area code) 303-592-4385			
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.		Applicant's telephone number (include area code)			
Name and title (type or print clearly) ▶		Applicant's fax number (include area code)			
Signature ▶		Date ▶			

IF the applicant...	AND...	THEN... 52
started a new business	doesn't currently have (nor expect to have) employees	complete lines 1, 2, 4a-8a, 8b-c (if applicable), 9a, 9b (if applicable), and 10-14 and 16-18.
hired (or will hire) employees, including household employees	doesn't already have an EIN	complete lines 1, 2, 4a-6, 7a-b, 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10-18.
opened a bank account	needs an EIN for banking purposes only	complete lines 1-5b, 7a-b, 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
changed type of organization	either the legal character of the organization or its ownership changed (for example, you incorporate a sole proprietorship or form a partnership) ²	complete lines 1-18 (as applicable).
purchased a going business ³	doesn't already have an EIN	complete lines 1-18 (as applicable).
created a trust	the trust is other than a grantor trust or an IRA trust ⁴	complete lines 1-18 (as applicable).
created a pension plan as a plan administrator ⁵	needs an EIN for reporting purposes	complete lines 1, 3, 4a-5b, 7a-b, 9a, 10, and 18.
is a foreign person needing an EIN to comply with IRS withholding regulations	needs an EIN to complete a Form W-8 (other than Form W-8ECI), avoid withholding on portfolio assets, or claim tax treaty benefits ⁶	complete lines 1-5b, 7a-b (SSN or ITIN as applicable), 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
is administering an estate	needs an EIN to report estate income on Form 1041	complete lines 1-7b, 9a, 10-12, 13-17 (if applicable), and 18.
is a withholding agent for taxes on nonwage income paid to an alien (that is, individual, corporation, or partnership, etc.)	is an agent, broker, fiduciary, manager, tenant, or spouse who is required to file Form 1042, Annual Withholding Tax Return for U.S. Source Income of Foreign Persons	complete lines 1, 2, 3 (if applicable), 4a-5b, 7a-b, 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
is a state or local agency	serves as a tax reporting agent for public assistance recipients under Rev. Proc. 80-4, 1980-1 C.B. 581 ⁷	complete lines 1, 2, 4a-5b, 7a-b, 9a, 10, and 18.
is a single-member LLC (or similar single-member entity)	needs an EIN to file Form 8832, Entity Classification Election, for filing employment tax returns and excise tax returns, or for state reporting purposes ⁸ , or is a foreign-owned U.S. disregarded entity and needs an EIN to file Form 5472, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business	complete lines 1-18 (as applicable).
is an S corporation	needs an EIN to file Form 2553, Election by a Small Business Corporation ⁹	complete lines 1-18 (as applicable).

¹ For example, a sole proprietorship or self-employed farmer who establishes a qualified retirement plan, or is required to file excise, employment, alcohol, tobacco, or firearms returns, must have an EIN. A partnership, corporation, REMIC (real estate mortgage investment conduit), nonprofit organization (church, club, etc.), or farmers' cooperative must use an EIN for any tax-related purpose even if the entity doesn't have employees.

² However, don't apply for a new EIN if the existing entity only (a) changed its business name, (b) elected on Form 8832 to change the way it is taxed (or is covered by the default rules), or (c) terminated its partnership status because at least 50% of the total interests in partnership capital and profits were sold or exchanged within a 12-month period. The EIN of the terminated partnership should continue to be used. See Regulations section 301.6109-1(d)(2)(iii).

³ Don't use the EIN of the prior business unless you became the "owner" of a corporation by acquiring its stock.

⁴ However, grantor trusts that don't file using Optional Method 1 and IRA trusts that are required to file Form 990-T, Exempt Organization Business Income Tax Return, must have an EIN. For more information on grantor trusts, see the Instructions for Form 1041.

⁵ A plan administrator is the person or group of persons specified as the administrator by the instrument under which the plan is operated.

⁶ Entities applying to be a Qualified Intermediary (QI) need a QI-EIN even if they already have an EIN. See Rev. Proc. 2000-12.

⁷ See also *Household employer agent* in the instructions. **Note:** State or local agencies may need an EIN for other reasons, for example, hired employees.

⁸ See *Disregarded entities* in the instructions for details on completing Form SS-4 for an LLC.

⁹ An existing corporation that is electing or revoking S corporation status should use its previously-assigned EIN.

Form **SS-4**
(Rev. December 2019)
Department of the Treasury
Internal Revenue Service

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

► Go to www.irs.gov/FormSS4 for instructions and the latest information.

► See separate instructions for each line. ► Keep a copy for your records.

OMB No. 1545-0003

EIN

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested The Aurora Highlands Metropolitan District No. 5		
	2 Trade name of business (if different from name on line 1)		3 Executor, administrator, trustee, "care of" name
	4a Mailing address (room, apt., suite no. and street, or P.O. box)		5a Street address (if different) (Don't enter a P.O. box.)
	4b City, state, and ZIP code (if foreign, see instructions)		5b City, state, and ZIP code (if foreign, see instructions)
	6 County and state where principal business is located Adams County CO		
	7a Name of responsible party		7b SSN, ITIN, or EIN xxx-xx-xxxx
	8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		8b If 8a is "Yes," enter the number of LLC members ►
	8c If 8a is "Yes," was the LLC organized in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check.		
	<input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Partnership _____ <input type="checkbox"/> Corporation (enter form number to be filed) ► _____ <input type="checkbox"/> Personal service corporation _____ <input type="checkbox"/> Church or church-controlled organization _____ <input type="checkbox"/> Other nonprofit organization (specify) ► _____ <input type="checkbox"/> Other (specify) ► _____		
<input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Plan administrator (TIN) _____ <input type="checkbox"/> Trust (TIN of grantor) _____ <input type="checkbox"/> Military/National Guard <input checked="" type="checkbox"/> State/local government <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises Group Exemption Number (GEN) if any ► _____			
9b If a corporation, name the state or foreign country (if applicable) where incorporated		State	Foreign country
10 Reason for applying (check only one box)		<input checked="" type="checkbox"/> Banking purpose (specify purpose) ► Account for District Funds <input type="checkbox"/> Started new business (specify type) ► _____ <input type="checkbox"/> Changed type of organization (specify new type) ► _____ <input type="checkbox"/> Purchased going business _____ <input type="checkbox"/> Hired employees (Check the box and see line 13.) <input type="checkbox"/> Created a trust (specify type) ► _____ <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Created a pension plan (specify type) ► _____ <input type="checkbox"/> Other (specify) ► _____	
11 Date business started or acquired (month, day, year). See instructions.		12 Closing month of accounting year December	
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.		14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$5,000 or less in total wages.) If you don't check this box, you must file Form 941 for every quarter. <input type="checkbox"/>	
Agricultural 0 Household 0 Other 0			
15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ►			
16 Check one box that best describes the principal activity of your business.			
<input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Retail <input type="checkbox"/> Other (specify) ► Local Government			
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. Financing, construction and maintenance of public improvements			
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here ►			
Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.		
	Designee's name Catherine Will		Designee's telephone number (include area code) 303-592-4380
	Address and ZIP code 450 E. 17th Ave., Suite 400, Denver, CO 80203		Designee's fax number (include area code) 303-592-4385
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.			Applicant's telephone number (include area code)
Name and title (type or print clearly) ►			Applicant's fax number (include area code)
Signature ►			Date ►

IF the applicant...	AND...	THEN... 54
started a new business	doesn't currently have (nor expect to have) employees	complete lines 1, 2, 4a-8a, 8b-c (if applicable), 9a, 9b (if applicable), and 10-14 and 16-18.
hired (or will hire) employees, including household employees	doesn't already have an EIN	complete lines 1, 2, 4a-6, 7a-b, 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10-18.
opened a bank account	needs an EIN for banking purposes only	complete lines 1-5b, 7a-b, 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
changed type of organization	either the legal character of the organization or its ownership changed (for example, you incorporate a sole proprietorship or form a partnership) ²	complete lines 1-18 (as applicable).
purchased a going business ³	doesn't already have an EIN	complete lines 1-18 (as applicable).
created a trust	the trust is other than a grantor trust or an IRA trust ⁴	complete lines 1-18 (as applicable).
created a pension plan as a plan administrator ⁵	needs an EIN for reporting purposes	complete lines 1, 3, 4a-5b, 7a-b, 9a, 10, and 18.
is a foreign person needing an EIN to comply with IRS withholding regulations	needs an EIN to complete a Form W-8 (other than Form W-8ECI), avoid withholding on portfolio assets, or claim tax treaty benefits ⁶	complete lines 1-5b, 7a-b (SSN or ITIN as applicable), 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
is administering an estate	needs an EIN to report estate income on Form 1041	complete lines 1-7b, 9a, 10-12, 13-17 (if applicable), and 18.
is a withholding agent for taxes on nonwage income paid to an alien (that is, individual, corporation, or partnership, etc.)	is an agent, broker, fiduciary, manager, tenant, or spouse who is required to file Form 1042, Annual Withholding Tax Return for U.S. Source Income of Foreign Persons	complete lines 1, 2, 3 (if applicable), 4a-5b, 7a-b, 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
is a state or local agency	serves as a tax reporting agent for public assistance recipients under Rev. Proc. 80-4, 1980-1 C.B. 581 ⁷	complete lines 1, 2, 4a-5b, 7a-b, 9a, 10, and 18.
is a single-member LLC (or similar single-member entity)	needs an EIN to file Form 8832, Entity Classification Election, for filing employment tax returns and excise tax returns, or for state reporting purposes ⁸ , or is a foreign-owned U.S. disregarded entity and needs an EIN to file Form 5472, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business	complete lines 1-18 (as applicable).
is an S corporation	needs an EIN to file Form 2553, Election by a Small Business Corporation ⁹	complete lines 1-18 (as applicable).

¹ For example, a sole proprietorship or self-employed farmer who establishes a qualified retirement plan, or is required to file excise, employment, alcohol, tobacco, or firearms returns, must have an EIN. A partnership, corporation, REMIC (real estate mortgage investment conduit), nonprofit organization (church, club, etc.), or farmers' cooperative must use an EIN for any tax-related purpose even if the entity doesn't have employees.

² However, don't apply for a new EIN if the existing entity only (a) changed its business name, (b) elected on Form 8832 to change the way it is taxed (or is covered by the default rules), or (c) terminated its partnership status because at least 50% of the total interests in partnership capital and profits were sold or exchanged within a 12-month period. The EIN of the terminated partnership should continue to be used. See Regulations section 301.6109-1(d)(2)(iii).

³ Don't use the EIN of the prior business unless you became the "owner" of a corporation by acquiring its stock.

⁴ However, grantor trusts that don't file using Optional Method 1 and IRA trusts that are required to file Form 990-T, Exempt Organization Business Income Tax Return, must have an EIN. For more information on grantor trusts, see the instructions for Form 1041.

⁵ A plan administrator is the person or group of persons specified as the administrator by the instrument under which the plan is operated.

⁶ Entities applying to be a Qualified Intermediary (QI) need a QI-EIN even if they already have an EIN. See Rev. Proc. 2000-12.

⁷ See also *Household employer agent* in the instructions. **Note:** State or local agencies may need an EIN for other reasons, for example, hired employees.

⁸ See *Disregarded entities* in the instructions for details on completing Form SS-4 for an LLC.

⁹ An existing corporation that is electing or revoking S corporation status should use its previously-assigned EIN.



130715 19999

DR 0715 (11/16/16)
COLORADO DEPARTMENT OF REVENUE
Denver, CO 80261-0013
(303) 238-SERV (7378)

55

Application for Sales Tax Exemption for Colorado Organizations

Purchases made by charitable organizations, federal and Colorado state government, and political subdivisions of Colorado in their official functions and activities are exempt from sales tax. Purchases made for qualifying affordable housing projects are also exempt.

Your application for the Colorado Organization must be completed in full

FEIN	Account Number (to be assigned)		
Name of Organization			
The Aurora Highlands Metropolitan District No. 4			
Address (Location)	City	State	Zip
450 E. 17th Ave., Suite 400	Denver	CO	80203
Mailing Address (Street or PO Box)	City	State	Zip
450 E. 17th Ave., Suite 400	Denver	CO	80203

Exempt Status (All applicable documents must be submitted prior to review)

- ☐ **Charitable** (including churches)
- Attach a copy of your Federal Determination Letter (letter from IRS showing under which classification code you are exempt. Only organizations exempt under 501(c)(3) of the Internal Revenue Code will be considered for exemption. (Churches under a national church body: include an official document from the national organization stating your group affiliation.)
 - Attach a copy of your latest financial statement to reflect sources of Colorado income and expenditures. New organizations submit a projected statement.
 - Attach a copy of Colorado Articles of Incorporation or of Organization. State a specific purpose and function.
 - Attach a copy of the most current Colorado Secretary of State Certificate known as, "Certificate of Good Standing."
- ☒ **Political**
- District – Attach a copy of court decree signed by establishing judge.
 - Authority/District established by Statutory Act — Attach a copy of the establishing statutory act and all jurisdictional documentation.
- ☐ **Federal Credit Union, Land Bank, etc., located within Colorado** – Attach a copy of the federal charter.
(Government- United States, State of Colorado, Political Subdivisions- See next page.)
- ☐ **Affordable Housing Projects** – Attach a statement from the housing authority certifying the housing authority's ownership interest in the project and the percentage of the project that is for occupancy by persons of low income

Attach any additional information you wish to substantiate you request for a Colorado sales/use tax exemption

Authorized Signature (Corporate Office)	Date (MM/DD/YY)
Type or Print Authorized Signature	Phone Number
	303-592-4380
Title	
Board President	

For Department of Revenue use

Reviewer	Date (MM/DD/YY)



130715 19999

DR 0715 (11/16/16)
COLORADO DEPARTMENT OF REVENUE
Denver, CO 80261-0013
(303) 238-SERV (7378)

56

Application for Sales Tax Exemption for Colorado Organizations

Purchases made by charitable organizations, federal and Colorado state government, and political subdivisions of Colorado in their official functions and activities are exempt from sales tax. Purchases made for qualifying affordable housing projects are also exempt.

Your application for the Colorado Organization must be completed in full

FEIN	Account Number (to be assigned)		
Name of Organization			
The Aurora Highlands Metropolitan District No. 5			
Address (Location)	City	State	Zip
450 E. 17th Ave., Suite 400	Denver	CO	80203
Mailing Address (Street or PO Box)	City	State	Zip
450 E. 17th Ave., Suite 400	Denver	CO	80203

Exempt Status (All applicable documents must be submitted prior to review)

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- Attach a copy of your Federal Determination Letter (letter from IRS showing under which classification code you are exempt. Only organizations exempt under 501(c)(3) of the Internal Revenue Code will be considered for exemption. (Churches under a national church body: include an official document from the national organization stating your group affiliation.)
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- District – Attach a copy of court decree signed by establishing judge.
 - Authority/District established by Statutory Act — Attach a copy of the establishing statutory act and all jurisdictional documentation.
- ☐ **Federal Credit Union, Land Bank, etc., located within Colorado** – Attach a copy of the federal charter.
(Government- United States, State of Colorado, Political Subdivisions- See next page.)
- ☐ **Affordable Housing Projects** – Attach a statement from the housing authority certifying the housing authority's ownership interest in the project and the percentage of the project that is for occupancy by persons of low income

Attach any additional information you wish to substantiate you request for a Colorado sales/use tax exemption

Authorized Signature (Corporate Office)	Date (MM/DD/YY)
Type or Print Authorized Signature	Phone Number
	303-592-4380
Title	
Board President	

For Department of Revenue use

Reviewer	Date (MM/DD/YY)

STATE OF COLORADO
COLORADO DIVISION OF BANKING

PUBLIC DEPOSIT PROTECTION ACT



COLORADO
Department of
Regulatory Agencies

Division of Banking

**Application by Official Custodian for Assignment of
PDPA Number for Public Funds Deposited in Banks**

Complete a separate application that identifies an "official custodian" of public funds deposited in a bank for each "public unit," as defined below, or other entity mentioned in Section 11-10.5-103(9)(b), C.R.S. Please refer to the accompanying instructions for information on completing the application. The definition of an official custodian appears in Section 11-10.5-103(9), C.R.S., a copy of which is included with the instructions. As discussed further in the instructions, failure to complete this application, or errors in the completion of this application, may result in the loss of protections otherwise applicable to public funds and/or official custodians.

Please note that this application **does not** apply to funds deposited in a savings and loan institution, credit union, or other exceptions.

After receipt and processing of the completed application, PDPA number(s) will be assigned and the official custodian will be notified of the number(s). **Please allow up to two (2) weeks to receive your number(s).** Regarding bank accounts, official custodians must notify the banker(s) in writing of the original PDPA number(s).

Return the completed application via email to:

DORA_PDPA@state.co.us
Public Deposit Protection Program
Colorado Division of Banking

PLEASE TYPE OR PRINT ALL INFORMATION

A.	Name of public unit or other entity: The Aurora Highlands Metropolitan District No. 4
	Statutory citation under which the public unit or entity was created: Section 32-1-301, et seq., C.R.S.

B. Identify the type of public unit or other entity named in paragraph (A).

1. Is the entity named in Paragraph (A) a public unit that, for the purposes of this application, includes only the State of Colorado, or a county, municipality, or political subdivision (defined below) thereof?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

"The term 'political subdivision' includes drainage, irrigation, navigation, improvement, levee, sanitary, school or power districts, bridge or port authorities, and other special districts created by state statute or compacts between the states. It also includes any subdivision of . . . [the State, county or municipality] or any principal department of . . . [the State, county, or municipality]:

- (1) The creation of which subdivision or department has been expressly authorized by the law of such public unit;
- (2) To which some functions of government have been delegated by such law, and
- (3) Which is empowered to exercise exclusive control over funds for its exclusive use."

If no, move to Paragraph (B)(2).

If yes, check the one category of the following that most specifically describes the type of public unit named and then move to Paragraph (C). If one of the categories is checked below, do not check any categories of Paragraph (B)(2).

a.	State of Colorado		g.	District formed by compact between Colorado and other state(s)	
b.	County		h.	Other "political subdivision" (refer to definition above) of the State of Colorado	
c.	City or town (statutory, home rule, or territorial charter)		i.	"Political subdivision" (refer to definition above) of a county	
d.	City and county (combined)		j.	"Political subdivision" (refer to definition above) of a municipality	
e.	School district		k.	County housing authority	
f.	Special district created by or pursuant to state statute (not including a special improvement district)	✓	l.	Municipal housing authority	

2. If the entity named is not a public unit, is it an "entity" as described in Section 11-10.5-103(9)(b), C.R.S.? Paragraphs (B)(2)(a) through (f) below list each entity, as described in Section 11-10.5-103(9)(b), C.R.S., that is not a public unit.

Yes		No	✓
-----	--	----	---

If yes, check the one category below that most specifically describes the type of entity named.

a.	Institution of higher education		d.	Public entity insurance pool organized pursuant to Colorado statute	
b.	Institution, department, agency, instrumentality, or authority of any of the foregoing described in Paragraph (B)(1) or Paragraph (B)(2)(a) Identify the statute or other legal authority under which such institution, department, agency, instrumentality or authority is organized: _____		e.	Public body corporate created under Colorado statute or constitution Identify the statute or constitutional provision under which such public body corporate is organized: _____	
c.	Local government investment pool organized pursuant to Section 24-75-701, C.R.S., et. seq.		f.	Other entity, organization, or corporation formed by intergovernmental agreement or other contract between or among any of the foregoing described in Paragraph (B)(1) and Paragraph (B)(2)	

If Paragraph (B)(1) and Paragraph (B)(2) were answered no, the official custodian designation does not apply under the PDPA. Do not complete or return this application. If the entity named is a subordinate unit of a public unit named in Paragraph (B) (1), but is not a political subdivision as defined above, identify that public unit: _____

A separate PDPA number will not be issued. Under these circumstances, if an individual is in possession of public funds, the official custodian of the parent public unit should be contacted. The PDPA number of that "official custodian" should be used when depositing funds in a bank.

C. What public funds are in custody?

1. If a public unit was named in Paragraph (A), do you have custody of any public funds of the named public unit that by law, or under a bond indenture, are required to be set aside to discharge a debt owed to the holders of notes or bonds issued by the public unit, as provided in Section 12 C.F.R. 330.15(c). A link to that site is also available on the Division of Banking Web Site.

Yes		No	✓	
-----	--	----	---	--

If yes, identify each such fund or bond issue by the complete name(s) or descriptive title(s):

2. If a public unit or entity was named in Paragraph (A), do you have custody of any pension funds or other employee benefit retirement plan funds of the public unit or other entity named in Paragraph (A)?

Yes		No	✓	
-----	--	----	---	--

If yes, identify the name(s) or descriptive title(s) of each such separate retirement fund:

3. If a public unit or entity was named in Paragraph (A), do you have custody of any other funds of the public unit or entity named that are not described in Paragraph (C)(1) or Paragraph (C)(2), but are held in trust for others under a written trust agreement or by statute, as provided in 12 C.F.R. Section 330.11. A link to that site is also available on the Division of Banking Web Site.

Yes		No	✓	
-----	--	----	---	--

If yes, identify the name(s) or descriptive title(s) of each such separate trust fund, and describe the persons for whom the funds are held in trust (attach supplemental sheets to identify each such fund):

4. If a public unit or entity was named in Paragraph (A), do you have custody of any funds of the public unit or entity that are commingled with the funds of any other public unit or entity, but that are not held in trust for others?

Yes		No	✓	
-----	--	----	---	--

If yes, identify the name(s) or descriptive title(s) of the commingled fund(s) and name the other public unit(s) or entity(ies) whose funds are commingled with those of the public unit or entity named in Paragraph (A):

- D. If a public unit was named in Paragraph (A), will funds of the named public unit be placed in a **bank time or savings deposit account** (Time/Certificate of Deposit (CD), Savings, NOW or Money Market account)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

- E. If a public unit was named in Paragraph (A), will funds of the named public unit be placed in a **bank demand deposit account** (interest-bearing and noninterest bearing demand deposit account)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

- F. Identify an official custodian.

1. Identify an official custodian. An official custodian may be a designated position such as "Treasurer," or the official custodian may be a named person. Reapplication will not be necessary in the future if a particular position is designated the official custodian rather than a named person.

If **POSITION(S)** constitute(s) the official custodian:

 President
 Position Title (Print)

 Treasurer
 (Optional) Other or Second Position Title (Print)

OR if named **PERSON(S)** constitute the official custodian:

 Name and Title (Print)

 (Optional) Other or Second Name and Title (Print)

2. Signature(s) (of each person who is making this application on behalf of a position, or each person whose name and title was named in Paragraph (F)(1)).

 Signature

 Signature

 Print or Type Signature

 Print or Type Signature

 Date

 Date

3. Mailing address, telephone number and email address of **public unit or other entity** named in Paragraph (A).

Address: c/o McGeady Becher P.C., 450 E. 17th Avenue, Suite 400	
City, State, ZIP Code: Denver, CO 80203	
Area Code/Telephone Number: 303-592-4380	Email Address: cwill@specialdistrictlaw.com

4. Mailing address, telephone number and email address of **official custodian(s)** (to be provided only if different from those of public unit or other entity named in Paragraph (A)).

Address:	
City, State, ZIP Code:	
Area Code/Telephone Number:	Email Address:

STATE OF COLORADO
DIVISION OF BANKING

PUBLIC DEPOSIT PROTECTION ACT

Instructions for Application for Assignment of
PDPA Number for Public Funds Deposited in Banks



COLORADO
Department of
Regulatory Agencies
Division of Banking

Purpose of Application. The Colorado Public Deposit Protection Act (PDPA), **Section 11-10.5-101, et seq., C.R.S.**, has as its purpose the preservation and protection of all public funds held on deposit by a bank that are either not insured by or are in excess of the insured limits of Federal Deposit Insurance Corporation (FDIC) insurance, and to ensure the expedited repayment of such funds in the event of default and subsequent liquidation of a bank which holds such deposits. **Section 11-10.5-107(5), C.R.S.**, states, briefly, that the PDPA requires banks in Colorado that are eligible depositories of public funds to pledge eligible collateral having a market value in excess of 102 percent of their aggregate uninsured public deposits to secure uninsured public funds on deposit. Thus, the PDPA provides protection of public deposits beyond FDIC insurance.

In order to achieve the purposes of the Act, PDPA places specific responsibilities on the Colorado State Banking Board (Banking Board), on banks that are eligible public depositories, and on official custodians of public funds.

Colorado State Banking Board. The PDPA requires the Banking Board to establish an account numbering system to be used universally by all official custodians of public funds who deposit funds in eligible public depositories. The numbering system designates unique numbers for accounts that are established by each official custodian so that the amount of public funds subject to FDIC insurance and the amount of public funds subject to the collateral requirements of the PDPA may be readily and more accurately determined.

Official Custodians. The PDPA requires each official custodian of public funds to apply to the Banking Board for the assignment of PDPA number(s). It is important to each Colorado public unit and entity and to the official custodian thereof, that the required application is submitted to the Banking Board. Failure of an official custodian to secure the required PDPA numbers may result in the inapplicability of the Act's protections to the uninsured public deposits under the control of the official custodian. The PDPA also provides in **Section 11-10.5- 111(4)(b), C.R.S.**, that any official custodian found to have violated the provisions of the PDPA is subject to a fine (which may not be reimbursed or paid by the public unit) and may be removed from office.

The Application by Official Custodian for Assignment of Public Deposit Protection Act (PDPA) Number(s) for Public Funds Deposited in Banks constitutes the PDPA number application required of the official custodian. The official custodian is generally defined in the PDPA, **Section 11-10.5-103(9), C.R.S.**, as a designee, with plenary authority, including "control" over public funds of a public unit or other public entity described in Section 11-10.5-103(9)(b), C.R.S. "Control" of public funds includes possession as well as the authority to establish accounts for the public funds in banks and to make deposits, withdrawals, or disbursements of the public funds. If the exercise of such authority requires the action or consent of two or more putative official custodians, they are treated as one official custodian with respect to those public funds.

The PDPA imposes other obligations on official custodians; the official custodian may wish to seek advice from the public unit or entity's attorney on these other obligations.

Eligible Public Depositories. The PDPA imposes a number of obligations on banks that are eligible public depositories, including use of the PDPA number system that has been developed by the Banking Board. The PDPA imposes various penalties on banks and banking officials for any violation of the PDPA.

SELECT DEFINITIONS FROM THE PUBLIC DEPOSIT PROTECTION ACT
Section 11-10.5-103

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(6) "Eligible public depository" means: any bank which has been designated as an eligible public depository by the Banking Board.

(9) "Official custodian" means:

(a) A designee with plenary authority, including control over public funds of a public unit which the official custodian is appointed to serve. For purposes of this paragraph (a), "control" includes possession of public funds, as well as the authority to establish accounts for such public funds in banks and to make deposits, withdrawals, or disbursements of such public funds. If the exercise of plenary authority over the public funds of a public unit requires action by or the consent of two or more putative official custodians, then such official custodian shall be treated as one official custodian with respect to such public funds.

(b) A designee, other than a designee described in paragraph (a) of this subsection (9), with authority, including control, over public funds of an entity, including the state of Colorado; any institution, agency, instrumentality, authority, county, municipality, city and county, school district, special district, or other political subdivision of the state of Colorado, including any institution of higher education; any institution, department, agency, instrumentality, or authority of any of the foregoing, including any county or municipal housing authority; any local government investment pool organized pursuant to part 7 of article 75 of title 24, C.R.S.; any public entity insurance pool organized pursuant to state statute; any public body corporate created or established under the constitution of the state of Colorado or any state statute; and any other entity, organization, or corporation formed by intergovernmental agreement or other contract between or among any of the foregoing. For purposes of this paragraph (b), "control" includes possession of public funds, as well as the authority to establish accounts for such public funds in banks and to make deposits, withdrawals, or disbursement of such public funds. If the exercise of authority over such public funds requires action by or the consent of two or more putative official custodians, then such official custodians shall be treated as one official custodian with respect to such public funds.

INSTRUCTIONS FOR COMPLETION OF THE APPLICATION

Due to the legal nature of the requirements set out in the PDPA and in the FDIC laws, the official custodian may wish to obtain the advice of the public unit or entity's attorney in completing the application. The Banking Board does not separately determine whether the applicant is an official custodian or verify the accuracy of the determination of a "public unit" or "public entity." [An incorrect determination by the applicant may affect the adequacy of the amount of collateral that the eligible public depository pledges to secure the public deposits it holds.] Correct completion of the application is dependent upon an understanding of the definitions of various words and requirements appearing in the application, the PDPA, and FDIC laws and regulations.

Complete a separate application for each public unit and each other entity described in **Section 11-10.5- 103(9)(b), C.R.S.**, for which the applicant is an official custodian. The following comments relate to specific lettered paragraphs of the application:

- A. Name the public unit or other entity for which the applicant is an official custodian of public funds, and include the statutory citation under which the public unit or entity was formed. The name should be the complete legal name of the entity. A separate application must be filled out for each public unit or other entity for which the applicant serves as an official custodian.
- B. Because the FDIC insures official custodians of public units differently from official custodians of other entities, it is important to know whether the applicant is an official custodian for a public unit. The definition of public unit appears in Paragraph (B) of the application.
 1. If the entity named in Paragraph (A) is a public unit, mark "yes" in the appropriate space and check the applicable category of public unit. If the entity is not a public unit, but is an entity described in **Section 11-10.5-103(9)(b), C.R.S.**, which citation is included with these instructions, mark "no" in the appropriate space and go to Paragraph (B)(2).
 2. If the entity named in Paragraph (B) is not a public unit but is an entity described in **Section 11-10.5-103(9)(b), C.R.S.**, mark the one category listed in Paragraph (B)(2) that most specifically describes the legal status of the named entity. The categories of entities listed in Paragraph (B)(2) are the same as those listed in **Section 11-10.5-103(9)(b), C.R.S.**, excluding the public units listed in that subsection.

If more than one category accurately describes the entity, select and mark the one that most specifically describes the entity.

If the applicant has answered "no" to Paragraph (B)(1) and Paragraph (B)(2), the applicant is not an official custodian under the PDPA and does not need to complete or return this application; the entity named in Paragraph (A) may be a subordinate unit (but not a political subdivision) of the State, or a county or municipality. If so, the applicant is not entitled to a separate number. However, if the applicant has public funds in the applicant's possession, the applicant should contact an attorney for advice on who the official custodian of the funds is. The PDPA number of that official custodian should be used when the funds are deposited in an eligible public depository.

The FDIC provides separate insurance coverage for certain types of public funds held by an official custodian. Paragraphs (C), (D), and (E) describe these types of public funds. Because of the separate FDIC insurance provided, the PDPA numbering system will assign different PDPA numbers to each of these different types of public funds. Thus, the applicant must identify whether any of the public funds under his or her control fall within the described categories. The public unit or entity's attorney may need to assist in making these determinations. Advisory opinions from the FDIC may be of assistance.

- C. C.1. Answer this question only if the applicant has stated in Paragraph (B)(1) that the entity named in Paragraph (A) is a public unit.
 - C.2. Answer this question if the entity named in Paragraph (A) is a public unit or an entity.
 - C.3. Answer this question if the entity named in Paragraph (A) is a public unit or an entity.
 - C.4. Answer this question if the entity named in Paragraph (A) is a public unit or entity.
 - D. Answer this question only if the applicant has stated in Paragraph (B)(1) that the entity named in Paragraph (A) is a public unit.
 - E. Answer this question only if the applicant has stated in Paragraph (B)(1) that the entity named in Paragraph (A) is a public unit.
 - F. In completing the "Position/Person" blocks, include the position title, and not the name, if a particular position (such as "Treasurer") constitutes the official custodian. Include both the name and title if a particular named individual constitutes the official custodian. If two or more positions/persons constitute one official custodian as provided in the definition of official custodian described below and in **Section 11-10.5-103(9), C.R.S.**, include the positions or names/titles of all such positions/persons.
- 2. Signature(s), Name(s) and Date(s) of each person who is making this application on behalf or a position, or each person whose name and title was named in Paragraph F.
 - 3. & 4. Provide mailing and contact information as requested.

STATE OF COLORADO
COLORADO DIVISION OF BANKING
PUBLIC DEPOSIT PROTECTION ACT



COLORADO
Department of
Regulatory Agencies
Division of Banking

**Application by Official Custodian for Assignment of
PDPA Number for Public Funds Deposited in Banks**

Complete a separate application that identifies an "official custodian" of public funds deposited in a bank for each "public unit," as defined below, or other entity mentioned in Section 11-10.5-103(9)(b), C.R.S. Please refer to the accompanying instructions for information on completing the application. The definition of an official custodian appears in Section 11-10.5-103(9), C.R.S., a copy of which is included with the instructions. As discussed further in the instructions, failure to complete this application, or errors in the completion of this application, may result in the loss of protections otherwise applicable to public funds and/or official custodians.

Please note that this application **does not** apply to funds deposited in a savings and loan institution, credit union, or other exceptions.

After receipt and processing of the completed application, PDPA number(s) will be assigned and the official custodian will be notified of the number(s). **Please allow up to two (2) weeks to receive your number(s).** Regarding bank accounts, official custodians must notify the banker(s) in writing of the original PDPA number(s).

Return the completed application via email to:

DORA_PDPA@state.co.us
Public Deposit Protection Program
Colorado Division of Banking

PLEASE TYPE OR PRINT ALL INFORMATION

A.	Name of public unit or other entity: The Aurora Highlands Metropolitan District No. 5
	Statutory citation under which the public unit or entity was created: Section 32-1-301, et seq., C.R.S.

B. Identify the type of public unit or other entity named in paragraph (A).

- Is the entity named in Paragraph (A) a public unit that, for the purposes of this application, includes only the State of Colorado, or a county, municipality, or political subdivision (defined below) thereof?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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"The term 'political subdivision' includes drainage, irrigation, navigation, improvement, levee, sanitary, school or power districts, bridge or port authorities, and other special districts created by state statute or compacts between the states. It also includes any subdivision of . . . [the State, county or municipality] or any principal department of . . . [the State, county, or municipality]:

- (1) The creation of which subdivision or department has been expressly authorized by the law of such public unit;
- (2) To which some functions of government have been delegated by such law, and
- (3) Which is empowered to exercise exclusive control over funds for its exclusive use."

If no, move to Paragraph (B)(2).

If yes, check the one category of the following that most specifically describes the type of public unit named and then move to Paragraph (C). If one of the categories is checked below, do not check any categories of Paragraph (B)(2).

a.	State of Colorado		g.	District formed by compact between Colorado and other state(s)	
b.	County		h.	Other "political subdivision" (refer to definition above) of the State of Colorado	
c.	City or town (statutory, home rule, or territorial charter)		i.	"Political subdivision" (refer to definition above) of a county	
d.	City and county (combined)		j.	"Political subdivision" (refer to definition above) of a municipality	
e.	School district		k.	County housing authority	
f.	Special district created by or pursuant to state statute (not including a special improvement district)	✓	l.	Municipal housing authority	

2. If the entity named is not a public unit, is it an "entity" as described in Section 11-10.5-103(9)(b), C.R.S.? Paragraphs (B)(2)(a) through (f) below list each entity, as described in Section 11-10.5-103(9)(b), C.R.S., that is not a public unit.

Yes		No	✓
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If yes, check the one category below that most specifically describes the type of entity named.

a.	Institution of higher education		d.	Public entity insurance pool organized pursuant to Colorado statute	
b.	Institution, department, agency, instrumentality, or authority of any of the foregoing described in Paragraph (B)(1) or Paragraph (B)(2)(a) Identify the statute or other legal authority under which such institution, department, agency, instrumentality or authority is organized: _____		e.	Public body corporate created under Colorado statute or constitution Identify the statute or constitutional provision under which such public body corporate is organized: _____	
c.	Local government investment pool organized pursuant to Section 24-75-701, C.R.S., et. seq.		f.	Other entity, organization, or corporation formed by intergovernmental agreement or other contract between or among any of the foregoing described in Paragraph (B)(1) and Paragraph (B)(2)	

If Paragraph (B)(1) and Paragraph (B)(2) were answered no, the official custodian designation does not apply under the PDPA. Do not complete or return this application. If the entity named is a subordinate unit of a public unit named in Paragraph (B) (1), but is not a political subdivision as defined above, identify that public unit: _____

A separate PDPA number will not be issued. Under these circumstances, if an individual is in possession of public funds, the official custodian of the parent public unit should be contacted. The PDPA number of that "official custodian" should be used when depositing funds in a bank.

C. What public funds are in custody?

1. If a public unit was named in Paragraph (A), do you have custody of any public funds of the named public unit that by law, or under a bond indenture, are required to be set aside to discharge a debt owed to the holders of notes or bonds issued by the public unit, as provided in Section 12 C.F.R. 330.15(c). A link to that site is also available on the Division of Banking Web Site.

Yes		No	✓	
-----	--	----	---	--

If yes, identify each such fund or bond issue by the complete name(s) or descriptive title(s):

2. If a public unit or entity was named in Paragraph (A), do you have custody of any pension funds or other employee benefit retirement plan funds of the public unit or other entity named in Paragraph (A)?

Yes		No	✓	
-----	--	----	---	--

If yes, identify the name(s) or descriptive title(s) of each such separate retirement fund:

3. If a public unit or entity was named in Paragraph (A), do you have custody of any other funds of the public unit or entity named that are not described in Paragraph (C)(1) or Paragraph (C)(2), but are held in trust for others under a written trust agreement or by statute, as provided in 12 C.F.R. Section 330.11. A link to that site is also available on the Division of Banking Web Site.

Yes		No	✓	
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If yes, identify the name(s) or descriptive title(s) of each such separate trust fund, and describe the persons for whom the funds are held in trust (attach supplemental sheets to identify each such fund):

4. If a public unit or entity was named in Paragraph (A), do you have custody of any funds of the public unit or entity that are commingled with the funds of any other public unit or entity, but that are not held in trust for others?

Yes		No	✓	
-----	--	----	---	--

If yes, identify the name(s) or descriptive title(s) of the commingled fund(s) and name the other public unit(s) or entity(ies) whose funds are commingled with those of the public unit or entity named in Paragraph (A):

- D. If a public unit was named in Paragraph (A), will funds of the named public unit be placed in a **bank time or savings deposit account** (Time/Certificate of Deposit (CD), Savings, NOW or Money Market account)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

- E. If a public unit was named in Paragraph (A), will funds of the named public unit be placed in a **bank demand deposit account** (interest-bearing and noninterest bearing demand deposit account)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

- F. Identify an official custodian.

- Identify an official custodian. An official custodian may be a designated position such as "Treasurer," or the official custodian may be a named person. Reapplication will not be necessary in the future if a particular position is designated the official custodian rather than a named person.

If **POSITION(S)** constitute(s) the official custodian:

 President
 Position Title (Print)

 Treasurer
 (Optional) Other or Second Position Title (Print)

OR if named **PERSON(S)** constitute the official custodian:

 Name and Title (Print)

 (Optional) Other or Second Name and Title (Print)

- Signature(s) (of each person who is making this application on behalf of a position, or each person whose name and title was named in Paragraph (F)(1)).

 Signature

 Signature

 Print or Type Signature

 Print or Type Signature

 Date

 Date

- Mailing address, telephone number and email address of **public unit or other entity** named in Paragraph (A).

Address: c/o McGeady Becher P.C., 450 E. 17th Avenue, Suite 400	
City, State, ZIP Code: Denver, CO 80203	
Area Code/Telephone Number: 303-592-4380	Email Address: cwill@specialdistrictlaw.com

- Mailing address, telephone number and email address of **official custodian(s)** (to be provided only if different from those of public unit or other entity named in Paragraph (A)).

Address:	
City, State, ZIP Code:	
Area Code/Telephone Number:	Email Address:

STATE OF COLORADO
DIVISION OF BANKING

PUBLIC DEPOSIT PROTECTION ACT

Instructions for Application for Assignment of
PDPA Number for Public Funds Deposited in Banks



COLORADO
Department of
Regulatory Agencies
Division of Banking

Purpose of Application. The Colorado Public Deposit Protection Act (PDPA), **Section 11-10.5-101, et seq., C.R.S.**, has as its purpose the preservation and protection of all public funds held on deposit by a bank that are either not insured by or are in excess of the insured limits of Federal Deposit Insurance Corporation (FDIC) insurance, and to ensure the expedited repayment of such funds in the event of default and subsequent liquidation of a bank which holds such deposits. **Section 11-10.5-107(5), C.R.S.**, states, briefly, that the PDPA requires banks in Colorado that are eligible depositories of public funds to pledge eligible collateral having a market value in excess of 102 percent of their aggregate uninsured public deposits to secure uninsured public funds on deposit. Thus, the PDPA provides protection of public deposits beyond FDIC insurance.

In order to achieve the purposes of the Act, PDPA places specific responsibilities on the Colorado State Banking Board (Banking Board), on banks that are eligible public depositories, and on official custodians of public funds.

Colorado State Banking Board. The PDPA requires the Banking Board to establish an account numbering system to be used universally by all official custodians of public funds who deposit funds in eligible public depositories. The numbering system designates unique numbers for accounts that are established by each official custodian so that the amount of public funds subject to FDIC insurance and the amount of public funds subject to the collateral requirements of the PDPA may be readily and more accurately determined.

Official Custodians. The PDPA requires each official custodian of public funds to apply to the Banking Board for the assignment of PDPA number(s). It is important to each Colorado public unit and entity and to the official custodian thereof, that the required application is submitted to the Banking Board. Failure of an official custodian to secure the required PDPA numbers may result in the inapplicability of the Act's protections to the uninsured public deposits under the control of the official custodian. The PDPA also provides in **Section 11-10.5- 111(4)(b), C.R.S.**, that any official custodian found to have violated the provisions of the PDPA is subject to a fine (which may not be reimbursed or paid by the public unit) and may be removed from office.

The Application by Official Custodian for Assignment of Public Deposit Protection Act (PDPA) Number(s) for Public Funds Deposited in Banks constitutes the PDPA number application required of the official custodian. The official custodian is generally defined in the PDPA, **Section 11-10.5-103(9), C.R.S.**, as a designee, with plenary authority, including "control" over public funds of a public unit or other public entity described in Section 11-10.5-103(9)(b), C.R.S. "Control" of public funds includes possession as well as the authority to establish accounts for the public funds in banks and to make deposits, withdrawals, or disbursements of the public funds. If the exercise of such authority requires the action or consent of two or more putative official custodians, they are treated as one official custodian with respect to those public funds.

The PDPA imposes other obligations on official custodians; the official custodian may wish to seek advice from the public unit or entity's attorney on these other obligations.

Eligible Public Depositories. The PDPA imposes a number of obligations on banks that are eligible public depositories, including use of the PDPA number system that has been developed by the Banking Board. The PDPA imposes various penalties on banks and banking officials for any violation of the PDPA.

SELECT DEFINITIONS FROM THE PUBLIC DEPOSIT PROTECTION ACT
Section 11-10.5-103

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(6) "Eligible public depository" means: any bank which has been designated as an eligible public depository by the Banking Board.

(9) "Official custodian" means:

(a) A designee with plenary authority, including control over public funds of a public unit which the official custodian is appointed to serve. For purposes of this paragraph (a), "control" includes possession of public funds, as well as the authority to establish accounts for such public funds in banks and to make deposits, withdrawals, or disbursements of such public funds. If the exercise of plenary authority over the public funds of a public unit requires action by or the consent of two or more putative official custodians, then such official custodian shall be treated as one official custodian with respect to such public funds.

(b) A designee, other than a designee described in paragraph (a) of this subsection (9), with authority, including control, over public funds of an entity, including the state of Colorado; any institution, agency, instrumentality, authority, county, municipality, city and county, school district, special district, or other political subdivision of the state of Colorado, including any institution of higher education; any institution, department, agency, instrumentality, or authority of any of the foregoing, including any county or municipal housing authority; any local government investment pool organized pursuant to part 7 of article 75 of title 24, C.R.S.; any public entity insurance pool organized pursuant to state statute; any public body corporate created or established under the constitution of the state of Colorado or any state statute; and any other entity, organization, or corporation formed by intergovernmental agreement or other contract between or among any of the foregoing. For purposes of this paragraph (b), "control" includes possession of public funds, as well as the authority to establish accounts for such public funds in banks and to make deposits, withdrawals, or disbursement of such public funds. If the exercise of authority over such public funds requires action by or the consent of two or more putative official custodians, then such official custodians shall be treated as one official custodian with respect to such public funds.

INSTRUCTIONS FOR COMPLETION OF THE APPLICATION

Due to the legal nature of the requirements set out in the PDPA and in the FDIC laws, the official custodian may wish to obtain the advice of the public unit or entity's attorney in completing the application. The Banking Board does not separately determine whether the applicant is an official custodian or verify the accuracy of the determination of a "public unit" or "public entity." [An incorrect determination by the applicant may affect the adequacy of the amount of collateral that the eligible public depository pledges to secure the public deposits it holds.] Correct completion of the application is dependent upon an understanding of the definitions of various words and requirements appearing in the application, the PDPA, and FDIC laws and regulations.

Complete a separate application for each public unit and each other entity described in **Section 11-10.5- 103(9)(b), C.R.S.**, for which the applicant is an official custodian. The following comments relate to specific lettered paragraphs of the application:

- A. Name the public unit or other entity for which the applicant is an official custodian of public funds, and include the statutory citation under which the public unit or entity was formed. The name should be the complete legal name of the entity. A separate application must be filled out for each public unit or other entity for which the applicant serves as an official custodian.
- B. Because the FDIC insures official custodians of public units differently from official custodians of other entities, it is important to know whether the applicant is an official custodian for a public unit. The definition of public unit appears in Paragraph (B) of the application.
 1. If the entity named in Paragraph (A) is a public unit, mark "yes" in the appropriate space and check the applicable category of public unit. If the entity is not a public unit, but is an entity described in **Section 11-10.5-103(9)(b), C.R.S.**, which citation is included with these instructions, mark "no" in the appropriate space and go to Paragraph (B)(2).
 2. If the entity named in Paragraph (B) is not a public unit but is an entity described in **Section 11-10.5-103(9)(b), C.R.S.**, mark the one category listed in Paragraph (B)(2) that most specifically describes the legal status of the named entity. The categories of entities listed in Paragraph (B)(2) are the same as those listed in **Section 11-10.5-103(9)(b), C.R.S.**, excluding the public units listed in that subsection.

If more than one category accurately describes the entity, select and mark the one that most specifically describes the entity.

If the applicant has answered "no" to Paragraph (B)(1) and Paragraph (B)(2), the applicant is not an official custodian under the PDPA and does not need to complete or return this application; the entity named in Paragraph (A) may be a subordinate unit (but not a political subdivision) of the State, or a county or municipality. If so, the applicant is not entitled to a separate number. However, if the applicant has public funds in the applicant's possession, the applicant should contact an attorney for advice on who the official custodian of the funds is. The PDPA number of that official custodian should be used when the funds are deposited in an eligible public depository.

The FDIC provides separate insurance coverage for certain types of public funds held by an official custodian. Paragraphs (C), (D), and (E) describe these types of public funds. Because of the separate FDIC insurance provided, the PDPA numbering system will assign different PDPA numbers to each of these different types of public funds. Thus, the applicant must identify whether any of the public funds under his or her control fall within the described categories. The public unit or entity's attorney may need to assist in making these determinations. Advisory opinions from the FDIC may be of assistance.

- C. C.1. Answer this question only if the applicant has stated in Paragraph (B)(1) that the entity named in Paragraph (A) is a public unit.
 - C.2. Answer this question if the entity named in Paragraph (A) is a public unit or an entity.
 - C.3. Answer this question if the entity named in Paragraph (A) is a public unit or an entity.
 - C.4. Answer this question if the entity named in Paragraph (A) is a public unit or entity.
 - D. Answer this question only if the applicant has stated in Paragraph (B)(1) that the entity named in Paragraph (A) is a public unit.
 - E. Answer this question only if the applicant has stated in Paragraph (B)(1) that the entity named in Paragraph (A) is a public unit.
 - F. In completing the "Position/Person" blocks, include the position title, and not the name, if a particular position (such as "Treasurer") constitutes the official custodian. Include both the name and title if a particular named individual constitutes the official custodian. If two or more positions/persons constitute one official custodian as provided in the definition of official custodian described below and in **Section 11-10.5-103(9), C.R.S.**, include the positions or names/titles of all such positions/persons.
- 2. Signature(s), Name(s) and Date(s) of each person who is making this application on behalf or a position, or each person whose name and title was named in Paragraph F.
 - 3. & 4. Provide mailing and contact information as requested.

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4
GENERAL FUND
2022 BUDGET
WITH ACTUAL AND ESTIMATED
For the Years Ended and Ending December 31,

12/6/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Total revenues	-	-	-
Total funds available	-	-	-
EXPENDITURES			
General and administrative			
Total expenditures	-	-	-
Total expenditures and transfers out requiring appropriation	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH ACTUAL AND ESTIMATED
For the Years Ended and Ending December 31,

12/6/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
ASSESSED VALUATION			
Certified Assessed Value	\$ -	\$ -	\$ -
MILL LEVY			
Total mill levy	0.000	0.000	0.000
PROPERTY TAXES			
Levied property taxes	-	-	-
Budgeted property taxes	\$ -	\$ -	\$ -
BUDGETED PROPERTY TAXES			
	\$ -	\$ -	\$ -

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5
GENERAL FUND
2022 BUDGET
WITH ACTUAL AND ESTIMATED
For the Years Ended and Ending December 31,

12/6/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Total revenues	-	-	-
Total funds available	-	-	-
EXPENDITURES			
General and administrative			
Total expenditures	-	-	-
Total expenditures and transfers out requiring appropriation	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH ACTUAL AND ESTIMATED
For the Years Ended and Ending December 31,

12/6/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
ASSESSED VALUATION			
Certified Assessed Value	\$ -	\$ -	\$ -
MILL LEVY			
Total mill levy	0.000	0.000	0.000
PROPERTY TAXES			
Levied property taxes	-	-	-
Budgeted property taxes	\$ -	\$ -	\$ -
BUDGETED PROPERTY TAXES			
	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4
GENERAL FUND
2023 BUDGET
WITH ACTUAL AND ESTIMATED
For the Years Ended and Ending December 31,

12/6/22

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Total revenues	-	-	-
Total funds available	-	-	-
EXPENDITURES			
General and administrative			
Total expenditures	-	-	-
Total expenditures and transfers out requiring appropriation	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH ACTUAL AND ESTIMATED
For the Years Ended and Ending December 31,

12/6/22

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
ASSESSED VALUATION			
Certified Assessed Value	\$ -	\$ -	\$ -
MILL LEVY			
Total mill levy	0.000	0.000	0.000
PROPERTY TAXES			
Levied property taxes	-	-	-
Budgeted property taxes	\$ -	\$ -	\$ -
BUDGETED PROPERTY TAXES			
	\$ -	\$ -	\$ -

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5
GENERAL FUND
2023 BUDGET
WITH ACTUAL AND ESTIMATED
For the Years Ended and Ending December 31,

12/6/22

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Total revenues	-	-	-
Total funds available	-	-	-
EXPENDITURES			
General and administrative			
Total expenditures	-	-	-
Total expenditures and transfers out requiring appropriation	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH ACTUAL AND ESTIMATED
For the Years Ended and Ending December 31,

12/6/22

	ACTUAL 2021	ESTIMATED 2022	BUDGET 2023
ASSESSED VALUATION			
Certified Assessed Value	\$ -	\$ -	\$ -
MILL LEVY			
Total mill levy	0.000	0.000	0.000
PROPERTY TAXES			
Levied property taxes	-	-	-
Budgeted property taxes	\$ -	\$ -	\$ -
BUDGETED PROPERTY TAXES			
	\$ -	\$ -	\$ -

RESOLUTION NO. 2022-12-____

**RESOLUTION TO ADOPT BUDGET AND APPROPRIATE SUMS OF MONEY
RESOLUTION OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4, ADAMS COUNTY, COLORADO, PURSUANT TO
SECTION 29-1-108, C.R.S., SUMMARIZING EXPENDITURES AND REVENUES FOR
EACH FUND, ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY
FOR THE BUDGET YEAR 2022**

A. The Board of Directors of The Aurora Highlands Metropolitan District No. 4 (the “**District**”) has appointed CliftonLarsonAllen LLP to prepare and submit a proposed budget to said governing body at the proper time.

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

C. Upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on December 15, 2022, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4, ADAMS COUNTY, COLORADO:

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED on December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Budget

I, _____, hereby certify that I am the duly appointed Secretary of The Aurora Highlands Metropolitan District No. 4, and that the foregoing is a true and correct copy of the budget for the budget year 2022, duly adopted at a meeting of the Board of Directors of The Aurora Highlands Metropolitan District No. 4 held on December 15, 2022.

Secretary

RESOLUTION NO. 2022-12-____

**RESOLUTION TO ADOPT BUDGET AND APPROPRIATE SUMS OF MONEY
RESOLUTION OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5, ADAMS COUNTY, COLORADO, PURSUANT TO
SECTION 29-1-108, C.R.S., SUMMARIZING EXPENDITURES AND REVENUES FOR
EACH FUND, ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY
FOR THE BUDGET YEAR 2022**

A. The Board of Directors of The Aurora Highlands Metropolitan District No. 5 (the “**District**”) has appointed CliftonLarsonAllen LLP to prepare and submit a proposed budget to said governing body at the proper time.

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5, ADAMS COUNTY, COLORADO:

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED on December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Budget

I, _____, hereby certify that I am the duly appointed Secretary of The Aurora Highlands Metropolitan District No. 5, and that the foregoing is a true and correct copy of the budget for the budget year 2022, duly adopted at a meeting of the Board of Directors of The Aurora Highlands Metropolitan District No. 5 held on December 15, 2022.

Secretary

RESOLUTION NO. 2022-12-____

**RESOLUTION TO ADOPT BUDGET AND APPROPRIATE SUMS OF MONEY
RESOLUTION OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4, ADAMS COUNTY, COLORADO, PURSUANT TO
SECTION 29-1-108, C.R.S., SUMMARIZING EXPENDITURES AND REVENUES FOR
EACH FUND, ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY
FOR THE BUDGET YEAR 2023**

A. The Board of Directors of The Aurora Highlands Metropolitan District No. 4 (the “**District**”) has appointed CliftonLarsonAllen LLP to prepare and submit a proposed budget to said governing body at the proper time.

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4, ADAMS COUNTY, COLORADO:

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED on December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Budget

I, _____, hereby certify that I am the duly appointed Secretary of The Aurora Highlands Metropolitan District No. 4, and that the foregoing is a true and correct copy of the budget for the budget year 2023, duly adopted at a meeting of the Board of Directors of The Aurora Highlands Metropolitan District No. 4 held on December 15, 2022.

Secretary

RESOLUTION NO. 2022-12-____

RESOLUTION TO SET MILL LEVIES

**RESOLUTION OF THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4
LEVYING GENERAL PROPERTY TAXES, PURSUANT TO SECTION 39-1-111,
C.R.S., FOR THE YEAR 2022, TO HELP DEFRAY THE COSTS OF GOVERNMENT
FOR THE 2023 BUDGET YEAR**

A. The Board of Directors of The Aurora Highlands Metropolitan District No. 4 (the “**District**”) has adopted an annual budget in accordance with the Local Government Budget Law, on December 15, 2022.

B. The adopted budget is attached as Exhibit A to the Resolution of the Board of Directors of the District to Adopt Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference.

C. The amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget.

D. The amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget.

NOW, THEREFORE, PURSUANT TO SECTIONS 39-1-111(5) and 39-5-128(1), C.R.S., BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 4, Adams County, Colorado, that:

1. For the purpose of meeting all general operating expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purpose of meeting all debt retirement expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That for the purpose of meeting all contractual obligation expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

4. That the Secretary is hereby authorized and directed to immediately certify to the Board of County Commissioners of Adams County, Colorado, the mill levies for the District as set forth in the District’s Certification of Mill Levies, attached hereto as **Exhibit 1** and incorporated herein by reference, recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE OF RESOLUTION TO SET MILL LEVIES]

RESOLUTION APPROVED AND ADOPTED on December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT 1

Certification of Tax Levies

I, _____, hereby certify that I am the duly appointed Secretary of The Aurora Highlands Metropolitan District No. 4, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2023, duly adopted at a meeting of the Board of Directors of The Aurora Highlands Metropolitan District No. 4 held on December 15, 2022.

Secretary

RESOLUTION NO. 2022-12-____

**RESOLUTION TO ADOPT BUDGET AND APPROPRIATE SUMS OF MONEY
RESOLUTION OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5, ADAMS COUNTY, COLORADO, PURSUANT TO
SECTION 29-1-108, C.R.S., SUMMARIZING EXPENDITURES AND REVENUES FOR
EACH FUND, ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY
FOR THE BUDGET YEAR 2023**

A. The Board of Directors of The Aurora Highlands Metropolitan District No. 5 (the “**District**”) has appointed CliftonLarsonAllen LLP to prepare and submit a proposed budget to said governing body at the proper time.

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

C. Upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on December 15, 2022, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5, ADAMS COUNTY, COLORADO:

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED on December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Budget

I, _____, hereby certify that I am the duly appointed Secretary of The Aurora Highlands Metropolitan District No. 5, and that the foregoing is a true and correct copy of the budget for the budget year 2023, duly adopted at a meeting of the Board of Directors of The Aurora Highlands Metropolitan District No. 5 held on December 15, 2022.

Secretary

RESOLUTION NO. 2022-12-____

RESOLUTION TO SET MILL LEVIES

**RESOLUTION OF THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5
LEVYING GENERAL PROPERTY TAXES, PURSUANT TO SECTION 39-1-111,
C.R.S., FOR THE YEAR 2022, TO HELP DEFRAY THE COSTS OF GOVERNMENT
FOR THE 2023 BUDGET YEAR**

A. The Board of Directors of The Aurora Highlands Metropolitan District No. 5 (the “**District**”) has adopted an annual budget in accordance with the Local Government Budget Law, on December 15, 2022.

B. The adopted budget is attached as Exhibit A to the Resolution of the Board of Directors of the District to Adopt Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference.

C. The amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget.

D. The amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget.

NOW, THEREFORE, PURSUANT TO SECTIONS 39-1-111(5) and 39-5-128(1), C.R.S., BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 5, Adams County, Colorado, that:

1. For the purpose of meeting all general operating expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purpose of meeting all debt retirement expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That for the purpose of meeting all contractual obligation expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

4. That the Secretary is hereby authorized and directed to immediately certify to the Board of County Commissioners of Adams County, Colorado, the mill levies for the District as set forth in the District’s Certification of Mill Levies, attached hereto as **Exhibit 1** and incorporated herein by reference, recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE OF RESOLUTION TO SET MILL LEVIES]

RESOLUTION APPROVED AND ADOPTED on December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT 1

Certification of Tax Levies

I, _____, hereby certify that I am the duly appointed Secretary of The Aurora Highlands Metropolitan District No. 5, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2023, duly adopted at a meeting of the Board of Directors of The Aurora Highlands Metropolitan District No. 5 held on December 15, 2022.

Secretary

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO, AND
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NOS. 4 AND 5**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4, and THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5, quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Consolidated Second Amended and Restated Service Plan approved by the City on February 28, 2022, Ordinance No. 2022-06 effective April 23, 2022 (“Second Amended and Restated Service Plan”); and

WHEREAS, the Second Amended and Restated Service Plan makes reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Amended and Restated Intergovernmental Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Second Amended and Restated Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized to operate and maintain any Public Improvements that have not been dedicated for operation and maintenance to another entity. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose administrative fees as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of the Districts' residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents subject to the rules and regulations of the Districts as adopted from time to time. Trails that are interconnected with a City or a regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Second Amended and Restated Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-

exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. Prior written consent of the City shall be required prior to:

- (a) Inclusion of property that was not annexed to the City as of the date of the City's approval of the Second Amended and Restated Service Plan;
- (b) Inclusion of property that is outside the boundaries of the Service Area; and
- (c) Inclusion of property based upon a petition of the fee owner or owners of less than 100 percent of such property.

Any and all property included within the Districts' boundaries shall be deemed to be included within the Service Area.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not, without the prior written consent of the City, consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Second Amended and Restated Service Plan), the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. Each of the Districts shall not issue Debt in excess of Four Billion Dollars (\$4,000,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The Districts shall not be authorized to incur any indebtedness under the Second Amended and Restated Service Plan until such time as the

Districts have approved and executed this Agreement and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Second Amended and Restated Service Plan) upon all taxable property located within the boundaries of the Districts.

13. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

14. Consolidation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of the Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4 and 5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1, or ATEC MD No. 2.

15. Bankruptcy. All of the limitations contained in this Second Amended and Restated Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Second Amended and Restated Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Second Amended and Restated Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or

discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

18. Disclosure to Purchasers. Subsequent to the City's approval of this Second Amended and Restated Service Plan:

(a) The Districts will use reasonable efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the Districts' authority to impose and collect rates, Fees, tolls and charges;

(b) The notice shall conform with the City's standard model disclosure attached as Exhibit D to the Second Amended and Restated Service Plan, as may be amended from time to time.

(c) The City shall be provided a copy of the notice prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-15 or VII.B-G of the Second Amended and Restated Service Plan shall be deemed to be material modifications to the Second Amended and Restated Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

20. Multiple District Structure. It is anticipated that the Districts, together with the TAH CAB, AACMD, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1 and ATEC MD No. 2 will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts, with the AACMD, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1, ATEC MD No. 2, and/or TAH CAB, shall enter into one or more Intergovernmental Cost Sharing and Recovery Agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The Districts, with the AACMD, TAH CAB, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1 and/or ATEC MD No. 2, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Second Amended and Restated Service Plan. Implementation of such intergovernmental agreement(s) is essential to the orderly implementation of this Second Amended and Restated Service Plan. Accordingly, any determination of any Board to set aside

said intergovernmental agreement(s) without the consent of all of the Districts shall be a material modification of the Second Amended and Restated Service Plan. Said intergovernmental agreement(s) may be amended by mutual agreement of the Districts without the need to amend this Second Amended and Restated Service Plan.

The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and other governments, with respect to the financing, construction and operation of the improvements contemplated herein.

21. Annual Report. The Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Second Amended and Restated Service Plan.

22. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of the AACMD entering into the ARTA Establishment Agreement and the Regional Intergovernmental Improvements Agreement, and the AACMD and the Districts entering into the ARI Mill Levy IGA described below.

In that regard, the City, Adams County and the AACMD entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018, as supplemented by that First Supplement to the Establishment Agreement.

The Districts shall impose and convey the ARI Mill Levy in accordance with the ARI Mill Levy IGA, as the same may be amended from time to time as follows:

(a) Beginning in 2021, for collection in 2022 and continuing each year thereafter until the ARTA Establishment Agreement is terminated on its terms, each District will impose an ARI Mill Levy equal to five (5) mills, plus any applicable Mill Levy Adjustment, minus any ARTA Mill Levy, on all property within their boundaries, as such boundaries may be amended from time to time by the inclusion of property, and transfer the revenues derived therefrom to ARTA within the time frame provided in the ARI Mill Levy IGA, as it may be amended from time to time, for use by ARTA in ARTA's discretion as all other legally available revenues of ARTA.

(b) Unless the City agreed/agrees otherwise in writing, the Regional Improvements shall be limited to the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA, for the planning, design, permitting, financing, construction, acquisition, installation, relocation, and/or redevelopment of improvements set forth in the ARTA Establishment Agreement, as amended from time to time (as defined in the Special District Act) incurred as a result of the participation in the ARTA Establishment Agreement. In no event shall the Regional Improvements include water or

sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements.

(c) The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

23. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Second Amended and Restated Service Plan, subject to the Mill Levy Adjustment.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Second Amended and Restated Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the Districts' respective Operations and Maintenance Mill Levies for the provision of operation and maintenance services to the Districts' taxpayers and service users.

24. Maximum Debt Mill Levy Imposition Term. The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Second Amended and Restated Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for

repayment of Debt) on any single property developed for residential uses which exceeds fifty (50) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

25. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To The Aurora Highlands Metropolitan District Nos. 4-5:	The Aurora Highlands Metropolitan District Nos. 4 and 5 c/o _____ _____ _____
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To the City:	City of Aurora 15151 E. Alameda Pkwy., 5th Floor Aurora, CO 80012 Attn: Daniel L. Brotzman, City Attorney Phone: (303) 739-7030 Fax: (303) 739-7042
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All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

26. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Second Amended and Restated Service Plan.

27. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

29. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

30. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

31. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

32. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

33. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

36. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Second Amended and Restated Service Plan.

SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT

THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4

By: _____
President

Attest:

Secretary

THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5

By: _____
President

Attest:

Secretary

SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney

RESOLUTION NO. 2022-12-__

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4
REQUESTING TO BE ADDED INTO THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD AND AUTHORIZING EXECUTION OF
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
SECOND AMENDED AND RESTATED ESTABLISHMENT AGREEMENT
PURSUANT TO SECTION 23-1-203.5, C.R.S.**

A. The Aurora Highlands Metropolitan District No. 4 (the “**District**”) was duly organized pursuant to Order and Decree of the District Court of the County of Adams, State of Colorado recorded on December 7, 2022, and with the power and authority set forth in the Consolidated Second Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4, 5 and 6 (the “**TAH Districts**” and the “**Consolidated Service Plan**”).

B. The Consolidated Service Plan contemplates the coordinated development of The Aurora Highlands development area, including through cooperation in the financing, operation, and maintenance of public improvements for the benefit of the TAH Districts and their taxpayers and users.

C. Pursuant to the Colorado Constitution, Article XIV, Sections 18(2)(a) and (b), and Section 29-1-203, C.R.S., metropolitan districts may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and the incurring of debt.

D. Section 29-1-203.5, C.R.S., metropolitan districts may contract with one another for the joint exercise of any function, service, or facility lawfully authorized to each, including the establishment of a separate legal entity to do so as a political subdivision and public corporation of the State of Colorado.

E. Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District Nos. 1, 2, 3, and 6, and ATEC Metropolitan District Nos. 1 and 2 (collectively, the “**CAB Districts**”) previously formed The Aurora Highlands Community Authority Board (the “**CAB**”) pursuant to Section 23-1-203.5, C.R.S., and that certain Establishment Agreement effective November 21, 2019 (as amended and restated effective April 27, 2022, the “**CABEA**”).

F. The CAB was formed to: (a) facilitate the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and operation and maintenance of the Public Improvements (as defined in the CABEA); and (b) provide certain services contemplated by the Service Plans of the CAB Districts on behalf of the CAB Districts, including covenant enforcement and design review services, to benefit the taxpayers, property owners, and residents in the development commonly known as The Aurora Highlands.

G. Section 1.4 of the CABEA provides that any properly formed metropolitan district may request to become a CAB District upon its organization, subject to: (a) obtaining the unanimous agreement of the CAB Board, (b) obtaining the unanimous consent of the requesting district's board of directors, and (c) the requesting district's execution of the CABEA.

H. In order to facilitate the District's obligation to coordinate with the CAB Districts in the development of The Aurora Highlands, the Board of Directors of the District desires to be added to the CAB and, upon approval, to authorize the execution of Third Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement ("**3rd A/R CABEA**") in order to effectuate its purpose in the coordinate development of The Aurora Highlands.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 4, Adams County, Colorado, that:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a substantive part of this Resolution.

2. Addition to CAB. The Board hereby determines that it is in the best interests of the District and its property owners and users for the District to be added to The Aurora Highlands Community Authority Board and unanimously consents to the District's request to be added to the CAB.

3. Authorizing Actions. The Board hereby authorizes the execution of The Aurora Highlands Community Authority Board Second Amended and Restated Establishment Agreement and directs the officers and consultants of the District to take all actions necessary to execute the duties, rights, and obligations of the District as provided in the 3rd A/R CABEA.

4. Severability. Judicial invalidation of any provision of this Resolution or any paragraph, sentence, clause, or phrase hereof, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Resolution, which shall be given effect in accordance with the manifest intent hereof.

5. Effective Date. This Resolution shall be effective upon the countersigning of the 3rd A/R CABEA by all CAB Districts.

APPROVED AND ADOPTED this 15th day of December 2022.

THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4

By: _____
President

Attest:

Secretary/Asst. Sec.

RESOLUTION NO. 2022-12-___

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5
REQUESTING TO BE ADDED INTO THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD AND AUTHORIZING EXECUTION OF
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
SECOND AMENDED AND RESTATED ESTABLISHMENT AGREEMENT
PURSUANT TO SECTION 23-1-203.5, C.R.S.**

A. The Aurora Highlands Metropolitan District No. 5 (the “**District**”) was duly organized pursuant to Order and Decree of the District Court of the County of Adams, State of Colorado recorded on December 7, 2022, and with the power and authority set forth in the Consolidated Second Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4, 5 and 6 (the “**TAH Districts**” and the “**Consolidated Service Plan**”).

B. The Consolidated Service Plan contemplates the coordinated development of The Aurora Highlands development area, including through cooperation in the financing, operation, and maintenance of public improvements for the benefit of the TAH Districts and their taxpayers and users.

C. Pursuant to the Colorado Constitution, Article XIV, Sections 18(2)(a) and (b), and Section 29-1-203, C.R.S., metropolitan districts may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and the incurring of debt.

D. Section 29-1-203.5, C.R.S., metropolitan districts may contract with one another for the joint exercise of any function, service, or facility lawfully authorized to each, including the establishment of a separate legal entity to do so as a political subdivision and public corporation of the State of Colorado.

E. Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District Nos. 1, 2, 3, and 6, and ATEC Metropolitan District Nos. 1 and 2 (collectively, the “**CAB Districts**”) previously formed The Aurora Highlands Community Authority Board (the “**CAB**”) pursuant to Section 23-1-203.5, C.R.S., and that certain Establishment Agreement effective November 21, 2019 (as amended and restated effective April 27, 2022, the “**CABEA**”).

F. The CAB was formed to: (a) facilitate the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and operation and maintenance of the Public Improvements (as defined in the CABEA); and (b) provide certain services contemplated by the Service Plans of the CAB Districts on behalf of the CAB Districts, including covenant enforcement and design review services, to benefit the taxpayers, property owners, and residents in the development commonly known as The Aurora Highlands.

G. Section 1.4 of the CABEA provides that any properly formed metropolitan district may request to become a CAB District upon its organization, subject to: (a) obtaining the unanimous agreement of the CAB Board, (b) obtaining the unanimous consent of the requesting district's board of directors, and (c) the requesting district's execution of the CABEA.

H. In order to facilitate the District's obligation to coordinate with the CAB Districts in the development of The Aurora Highlands, the Board of Directors of the District desires to be added to the CAB and, upon approval, to authorize the execution of Third Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement ("**3rd A/R CABEA**") in order to effectuate its purpose in the coordinate development of The Aurora Highlands.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 5, Adams County, Colorado, that:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a substantive part of this Resolution.
2. Addition to CAB. The Board hereby determines that it is in the best interests of the District and its property owners and users for the District to be added to The Aurora Highlands Community Authority Board and unanimously consents to the District's request to be added to the CAB.
3. Authorizing Actions. The Board hereby authorizes the execution of The Aurora Highlands Community Authority Board Second Amended and Restated Establishment Agreement and directs the officers and consultants of the District to take all actions necessary to execute the duties, rights, and obligations of the District as provided in the 3rd A/R CABEA.
4. Severability. Judicial invalidation of any provision of this Resolution or any paragraph, sentence, clause, or phrase hereof, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Resolution, which shall be given effect in accordance with the manifest intent hereof.
5. Effective Date. This Resolution shall be effective upon the countersigning of the 3rd A/R CABEA by all CAB Districts.

APPROVED AND ADOPTED this 15th day of December 2022.

THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5

By: _____
President

Attest:

Secretary/Asst. Sec.

RESOLUTION NO. 2022-12-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4 PROVIDING POLICY REGARDING
RECORDING OF PUBLIC AND EXECUTIVE SESSION MEETINGS**

A. The Aurora Highlands Metropolitan District No. 4 (the “**District**”) is a duly organized and validly existing special district, quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes.

B. The District is subject to and desires to comply with Section 24-6-401, *et seq.*, C.R.S. (the “**Open Meetings Law**”), as may be amended from time to time, which provides that formation of public policy is public business and may not be conducted in secret.

C. Section 32-1-1001(1)(m), C.R.S., authorizes the District’s Board of Directors (the “**Board**”) to adopt, amend and enforce bylaws and rules and regulations for carrying out the business, objects and affairs of the Board and the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 4 that from this day forward the District’s Policy Regarding Recording of Public and Executive Session Meetings is as follows:

1. The Board shall use written summary minutes as the manner and media for recording its regular and special public meetings.

2. To the extent required by Section 24-6-402(2)(d.5)(II)(A), C.R.S, the Board shall electronically record executive session meetings by use of a cassette tape recorder.

3. The Board shall retain executive session meeting records for ninety (90) days after the date of such executive session in compliance with Section 24-6-402(2)(d.5)(II)(E), C.R.S.

4. The District’s custodian of records shall destroy such executive session meeting records upon expiration of the ninety (90) day retention period.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION PROVIDING POLICY REGARDING
RECORDING OF PUBLIC AND EXECUTIVE SESSION MEETINGS]**

RESOLUTION APPROVED AND ADOPTED ON December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2022-12-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5 PROVIDING POLICY REGARDING
RECORDING OF PUBLIC AND EXECUTIVE SESSION MEETINGS**

A. The Aurora Highlands Metropolitan District No. 5 (the “**District**”) is a duly organized and validly existing special district, quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes.

B. The District is subject to and desires to comply with Section 24-6-401, *et seq.*, C.R.S. (the “**Open Meetings Law**”), as may be amended from time to time, which provides that formation of public policy is public business and may not be conducted in secret.

C. Section 32-1-1001(1)(m), C.R.S., authorizes the District’s Board of Directors (the “**Board**”) to adopt, amend and enforce bylaws and rules and regulations for carrying out the business, objects and affairs of the Board and the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 5 that from this day forward the District’s Policy Regarding Recording of Public and Executive Session Meetings is as follows:

1. The Board shall use written summary minutes as the manner and media for recording its regular and special public meetings.

2. To the extent required by Section 24-6-402(2)(d.5)(II)(A), C.R.S, the Board shall electronically record executive session meetings by use of a cassette tape recorder.

3. The Board shall retain executive session meeting records for ninety (90) days after the date of such executive session in compliance with Section 24-6-402(2)(d.5)(II)(E), C.R.S.

4. The District’s custodian of records shall destroy such executive session meeting records upon expiration of the ninety (90) day retention period.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION PROVIDING POLICY REGARDING
RECORDING OF PUBLIC AND EXECUTIVE SESSION MEETINGS]**

RESOLUTION APPROVED AND ADOPTED ON December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2022-12-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4 PROVIDING FOR
THE DEFENSE AND INDEMNIFICATION OF DIRECTORS AND EMPLOYEES OF
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4**

A. Past and present Directors, Officers and Employees of The Aurora Highlands Metropolitan District No. 4 (the “**District**”) may be subject to claims arising from acts or omissions occurring during the performance of their governmental duties.

B. The District desires to encourage persons to serve on its Board of Directors, accept employment with the District and/or serve as an officer of the District, by defending and indemnifying such persons against liability for acts or omissions occurring during the performance of their governmental duties.

C. It is in the best interest of the District and its inhabitants to defend and indemnify its Directors, Officers and Employees against liability for acts and omissions which occur within their Scope of Employment and for which such defense and indemnification is not otherwise provided by Colorado law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 4, Adams County, Colorado that:

1. Definitions. For purposes of this resolution, the terms below shall be defined as follows:

(a) Director: is defined as current, including any director appointed or elected during the current fiscal year, and former directors of the District, from the date of organization, who are sued for acts or omissions occurring during their term as a director of the District.

(b) Employee: is defined as current, including any employee hired during the current fiscal year, and former employees of the District, from the date of organization, who are sued for acts or omissions occurring during their employment with the District.

(c) Officer: is defined as current, including any officer appointed or elected during the current fiscal year, and former officers of the District, from the date of organization, who are sued for acts or omissions occurring during their term as an officer of the District.

(d) Scope of Employment: an act or omission of a Director, Officer and/or Employee of the District is within the “scope of employment” if: (i) the act or omission reasonably relates to the business or affairs of the District; (ii) the Director, Officer and/or Employee acted in good faith and in a manner a reasonable person would have believed to be and/or the best interests of the District; and (iii) the act or omission was not willful or wanton.

2. Tort Actions Governed by the Colorado Governmental Immunity Act.

(a) In accordance with Section 24-10-110, C.R.S., the District shall pay the costs of defense of and settlements and judgments against a Director, Officer and Employee of the District, including reasonable attorneys' fees, where the action lies or could lie in tort, including any such action brought pursuant to federal law in any court of this State. As a prerequisite to such payment, the Director, Officer and Employee must furnish the District with an affidavit stating that: (i) the action against him/her is not purely personal; and (ii) to his/her reasonable belief, the act or omission upon which the claim is based occurred within the Scope of Employment. However, the District shall not pay such judgments and shall seek reimbursement from the Director, Officer and Employee for the reasonable costs of his/her defense, including reasonable attorneys' fees, where it is determined by a court of competent jurisdiction that the injuries did not arise out of an act or omission of the Director, Officer and Employee occurring during his/her term or employment with the District and within the Scope of Employment.

(b) The District does not hereby waive the notice requirements of its Directors, Officers and Employees as set forth in Section 24-10-110(2), C.R.S.

3. Other Actions Except Criminal. The District hereby agrees to pay the costs of defense and settlements and judgments against its Directors, Officers and Employees, including reasonable attorneys' fees, for all other actions, including, but not limited to, actions which lie or could lie in contract or arise under state or federal laws, and which other actions are not governed by Section 24-10-110, C.R.S., except for criminal actions. As a prerequisite to such payment, the Director, Officer and/or Employee must furnish the District with an affidavit stating that: (a) the action against him/her is not purely personal; and (b) to his/her reasonable belief the act or omission upon which the claim is based occurred within the Scope of Employment. The District shall not pay such judgments and shall be reimbursed by the Director, Officer and/or Employee for the reasonable costs of his/her defense, including reasonable attorneys' fees, where it is determined by a court of competent jurisdiction that the injuries did not arise out of an act or omission of the Director, Officer and/or Employee occurring during his/her term or employment with the District and within the Scope of Employment.

4. Criminal Actions. The District hereby agrees to pay the costs of defense, including reasonable attorneys' fees, and any fines or penalties assessed, where a criminal action is brought against its Directors, Officers and Employees for acts or omissions occurring during their term or employment with the District and within the Scope of Employment. As a prerequisite to such payment, the Director, Officer and/or Employee must furnish the District with an affidavit stating that: (a) the action against him/her is not purely personal; (b) to his/her reasonable belief the act or omission upon which the claim is based occurred within the Scope of Employment; and (b) he/she had no reasonable cause to believe his/her conduct was unlawful. However, the District shall not pay such fines or penalties and shall be reimbursed by the Director, Officer and/or Employee for the reasonable costs of his/her defense, including reasonable attorneys' fees, where it is determined by a court of competent jurisdiction that:

(a) The injuries did not arise out of an act or omission of the Director, Officer and/or Employee occurring during his/her term or employment with the District and within the Scope of Employment; or

(b) The Director, Officer and/or Employee had reasonable cause to believe his/her conduct was unlawful.

5. Miscellaneous Provisions. The following provisions shall apply to any of the actions discussed in Sections 2, 3 and 4 above:

(a) Consent to Compromise or Settlement. The District shall pay no judgment or settlement of claims against its Director, Officer and/or Employee where the latter has compromised or settled the claim without the District's written consent.

(b) Legal Representation of the Director and/or Employee. The District's legal counsel shall serve as counsel to the Director, Officer and/or Employee, unless it appears to such counsel that the interests of the District and the Director, Officer and/or Employee may be adverse. In the latter event, the Director, Officer and Employee may select separate counsel to be approved in writing by the District. The Director, Officer and Employee shall cooperate with the District and its legal counsel in his/her defense.

(c) Director's and/or Employee's Costs. The District shall not be responsible for costs to its Director, Officer and Employee associated with time spent in giving depositions, testifying, or otherwise cooperating with their defense.

6. No Waiver of Sovereign Immunity. By the adoption of this Resolution, the District does not waive its defense of sovereign immunity as to any action.

7. No Waiver of Insurance Coverage. The approval and adoption of this Resolution shall not constitute a waiver of insurance coverage with respect to any liability assumed by the District under this Resolution. The Resolution shall render the District secondarily liable in the event the District's insurance does cover such liability and the conditions of this Resolution are met.

8. Liberal Construction. The purpose of this Resolution is to protect Director, Officer and Employee of the District against personal liability for their actions taken on behalf of the District. Therefore, it is the intent of the District that this Resolution be liberally construed in favor of protection of such Directors, Officers and Employees.

9. Invalidation. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

10. Renewal of Indemnifications. All indemnifications described in this Resolution shall be valid during the current fiscal year, and shall be considered automatically renewed on each January 1 thereafter, unless repealed by resolution of the Board of Directors of the District on or before January 30 of the then current fiscal year.

RESOLUTION APPROVED AND ADOPTED ON December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2022-12-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5 PROVIDING FOR
THE DEFENSE AND INDEMNIFICATION OF DIRECTORS AND EMPLOYEES OF
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5**

A. Past and present Directors, Officers and Employees of The Aurora Highlands Metropolitan District No. 5 (the “**District**”) may be subject to claims arising from acts or omissions occurring during the performance of their governmental duties.

B. The District desires to encourage persons to serve on its Board of Directors, accept employment with the District and/or serve as an officer of the District, by defending and indemnifying such persons against liability for acts or omissions occurring during the performance of their governmental duties.

C. It is in the best interest of the District and its inhabitants to defend and indemnify its Directors, Officers and Employees against liability for acts and omissions which occur within their Scope of Employment and for which such defense and indemnification is not otherwise provided by Colorado law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 5, Adams County, Colorado that:

1. Definitions. For purposes of this resolution, the terms below shall be defined as follows:

(a) Director: is defined as current, including any director appointed or elected during the current fiscal year, and former directors of the District, from the date of organization, who are sued for acts or omissions occurring during their term as a director of the District.

(b) Employee: is defined as current, including any employee hired during the current fiscal year, and former employees of the District, from the date of organization, who are sued for acts or omissions occurring during their employment with the District.

(c) Officer: is defined as current, including any officer appointed or elected during the current fiscal year, and former officers of the District, from the date of organization, who are sued for acts or omissions occurring during their term as an officer of the District.

(d) Scope of Employment: an act or omission of a Director, Officer and/or Employee of the District is within the “scope of employment” if: (i) the act or omission reasonably relates to the business or affairs of the District; (ii) the Director, Officer and/or Employee acted in good faith and in a manner a reasonable person would have believed to be and/or the best interests of the District; and (iii) the act or omission was not willful or wanton.

2. Tort Actions Governed by the Colorado Governmental Immunity Act.

(a) In accordance with Section 24-10-110, C.R.S., the District shall pay the costs of defense of and settlements and judgments against a Director, Officer and Employee of the District, including reasonable attorneys' fees, where the action lies or could lie in tort, including any such action brought pursuant to federal law in any court of this State. As a prerequisite to such payment, the Director, Officer and Employee must furnish the District with an affidavit stating that: (i) the action against him/her is not purely personal; and (ii) to his/her reasonable belief, the act or omission upon which the claim is based occurred within the Scope of Employment. However, the District shall not pay such judgments and shall seek reimbursement from the Director, Officer and Employee for the reasonable costs of his/her defense, including reasonable attorneys' fees, where it is determined by a court of competent jurisdiction that the injuries did not arise out of an act or omission of the Director, Officer and Employee occurring during his/her term or employment with the District and within the Scope of Employment.

(b) The District does not hereby waive the notice requirements of its Directors, Officers and Employees as set forth in Section 24-10-110(2), C.R.S.

3. Other Actions Except Criminal. The District hereby agrees to pay the costs of defense and settlements and judgments against its Directors, Officers and Employees, including reasonable attorneys' fees, for all other actions, including, but not limited to, actions which lie or could lie in contract or arise under state or federal laws, and which other actions are not governed by Section 24-10-110, C.R.S., except for criminal actions. As a prerequisite to such payment, the Director, Officer and/or Employee must furnish the District with an affidavit stating that: (a) the action against him/her is not purely personal; and (b) to his/her reasonable belief the act or omission upon which the claim is based occurred within the Scope of Employment. The District shall not pay such judgments and shall be reimbursed by the Director, Officer and/or Employee for the reasonable costs of his/her defense, including reasonable attorneys' fees, where it is determined by a court of competent jurisdiction that the injuries did not arise out of an act or omission of the Director, Officer and/or Employee occurring during his/her term or employment with the District and within the Scope of Employment.

4. Criminal Actions. The District hereby agrees to pay the costs of defense, including reasonable attorneys' fees, and any fines or penalties assessed, where a criminal action is brought against its Directors, Officers and Employees for acts or omissions occurring during their term or employment with the District and within the Scope of Employment. As a prerequisite to such payment, the Director, Officer and/or Employee must furnish the District with an affidavit stating that: (a) the action against him/her is not purely personal; (b) to his/her reasonable belief the act or omission upon which the claim is based occurred within the Scope of Employment; and (b) he/she had no reasonable cause to believe his/her conduct was unlawful. However, the District shall not pay such fines or penalties and shall be reimbursed by the Director, Officer and/or Employee for the reasonable costs of his/her defense, including reasonable attorneys' fees, where it is determined by a court of competent jurisdiction that:

(a) The injuries did not arise out of an act or omission of the Director, Officer and/or Employee occurring during his/her term or employment with the District and within the Scope of Employment; or

(b) The Director, Officer and/or Employee had reasonable cause to believe his/her conduct was unlawful.

5. Miscellaneous Provisions. The following provisions shall apply to any of the actions discussed in Sections 2, 3 and 4 above:

(a) Consent to Compromise or Settlement. The District shall pay no judgment or settlement of claims against its Director, Officer and/or Employee where the latter has compromised or settled the claim without the District's written consent.

(b) Legal Representation of the Director and/or Employee. The District's legal counsel shall serve as counsel to the Director, Officer and/or Employee, unless it appears to such counsel that the interests of the District and the Director, Officer and/or Employee may be adverse. In the latter event, the Director, Officer and Employee may select separate counsel to be approved in writing by the District. The Director, Officer and Employee shall cooperate with the District and its legal counsel in his/her defense.

(c) Director's and/or Employee's Costs. The District shall not be responsible for costs to its Director, Officer and Employee associated with time spent in giving depositions, testifying, or otherwise cooperating with their defense.

6. No Waiver of Sovereign Immunity. By the adoption of this Resolution, the District does not waive its defense of sovereign immunity as to any action.

7. No Waiver of Insurance Coverage. The approval and adoption of this Resolution shall not constitute a waiver of insurance coverage with respect to any liability assumed by the District under this Resolution. The Resolution shall render the District secondarily liable in the event the District's insurance does cover such liability and the conditions of this Resolution are met.

8. Liberal Construction. The purpose of this Resolution is to protect Director, Officer and Employee of the District against personal liability for their actions taken on behalf of the District. Therefore, it is the intent of the District that this Resolution be liberally construed in favor of protection of such Directors, Officers and Employees.

9. Invalidation. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

10. Renewal of Indemnifications. All indemnifications described in this Resolution shall be valid during the current fiscal year, and shall be considered automatically renewed on each January 1 thereafter, unless repealed by resolution of the Board of Directors of the District on or before January 30 of the then current fiscal year.

RESOLUTION APPROVED AND ADOPTED ON December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2022-12-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4 REGARDING COLORADO OPEN RECORDS
ACT REQUESTS**

A. The Aurora Highlands Metropolitan District No. 4 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and operates pursuant to its Service Plan approved by the City Council of the City of Aurora, Colorado, on February 28, 2022, as it may be amended and modified from time to time (the “**Service Plan**”).

B. The District maintains certain records of the District that are available for inspection by the public under and in accordance with the laws of the State of Colorado.

C. The District anticipates that individuals may, from time to time, request the right to inspect and/or copy public records of the District.

D. The District is authorized under Section 24-72-203, C.R.S., to adopt rules with respect to the inspection and copying of public records of the District.

E. The District desires to set forth in this Resolution the rules with regard to the inspection and copying of all public records of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 4, Adams County, Colorado:

1. CliftonLarsonAllen, LLP, the District Manager for the District, is hereby designated as the “**Official Custodian**” of the public records of the District, as such term is defined in Section 24-72-202(2), C.R.S. Contact information for the Official Custodian is: CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, CO 80111; Phone: 303-779-5710; Fax: 303-779-0348.

2. Upon request for records transmission by a person seeking a copy of any public record, the Official Custodian shall transmit a copy of the record by United States mail, other delivery service, facsimile, or electronic mail.

3. Within the period specified in Section 24-72-203(3)(a), C.R.S., as amended from time to time, the Official Custodian shall notify the record requester that a copy of the record is available, but will only be sent to the requester once the custodian either receives payment or makes arrangements for receiving payment for all costs associated with records transmission and for all other fees lawfully allowed, unless recovery of all or any portion of such costs or fees has been waived by the custodian. Upon either receiving such payment or making arrangements to receive such payment at a later date, the Official Custodian shall provide the record(s) to the requester as soon as practicable, but no more than three (3) business days after receipt of, or making arrangements to receive, such payment.

4. If the record(s) requested are provided to the record requestor by United States Mail, other delivery service, or by facsimile, the Official Custodian is hereby authorized to charge:

(a) An amount of twenty-five cents (\$0.25) per standard page, or such other maximum charge as is permitted by law from time to time, for each page of public records copied, to defray the actual cost of providing a copy, printout, or photograph of a public record; and

(b) The actual cost of providing a copy, printout, and/or photograph of a public record in a format other than a standard page.

5. No transmission fees may be charged to the record requester for transmitting public records via electronic mail.

6. After the first hour of time expended in connection with the research and retrieval of public records, the Official Custodian is authorized to charge a fee, the maximum of which shall not exceed the fee set forth in Section 24-72-205(6), C.R.S., as amended from time to time, for the costs incurred to review public records requests, prepare documents for inspection, consultation with legal counsel or other consultants regarding such requests, to supervise and coordinate preparation, review and copying of public records, and for actual costs incurred by the Official Custodian, the District, District management, or outside consultants and legal counsel in responding to and complying with public record requests.

7. All requests for copies or inspection of public records of the District shall be submitted to the Official Custodian in writing. Such requests shall be delivered by the Official Custodian to the District's legal counsel for review and legal advice regarding the lawful availability of records requested and related matters. The District may, from time to time, designate specific records for which written requests are not required and with respect to which review by legal counsel is not required; i.e., service plans, rules and regulations, minutes, etc. Such designations shall occur in the minutes of the meetings of the District.

8. All public records of the District copied and provided to interested persons shall be copied in duplicate by the Official Custodian. The Official Custodian shall retain the original record in the appropriate file, and shall retain the duplicate copies in a separate filing bearing the name of the person to whom copies were provided and the date of such person's request. Copies of duplicate copies of public records of the District shall not be charged to the person requesting the public records, but shall be maintained for record purposes by the Official Custodian.

9. All inspections of public records shall take place during regular business hours at the office of the Official Custodian. Public records requests may not preempt or take priority over previously scheduled official District-related business activities.

10. No person shall be entitled to remove public records of the District from the Official Custodian's office for inspection, copying, or any other purpose or reason. Public records of the District shall be:

- (a) Subject to inspection in the presence of the Official Custodian or the Official Custodian's designee;
- (b) Appropriately marked by the person making the request;
- (c) Copied after receipt of all required charges therefore; and
- (d) Delivered to the person requesting such records at the office of the Official Custodian within the statutory timeframe and after all charges have been paid.

Copies of public records of the District not picked up at the time set aside by the Official Custodian may be destroyed. In the event a person renews the request for the same public records of the District after failing to pick up previously requested copies, they will be charged for the costs of both records requests.

1. Only the Official Custodian (or designee of the Official Custodian) may copy public records of the District.
2. On behalf of the District, the Official Custodian reserves the right to seek a declaratory judgment, pursuant to Section 13-51-101, *et seq.* C.R.S., to determine if a large public records request may be exempted from the statutorily required response time.
3. The Official Custodian may establish such other reasonable regulations as are not inconsistent with this Resolution or with applicable Colorado law, as established and amended from time to time.

RESOLUTION ADOPTED AND APPROVED on December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2022-12-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5 REGARDING COLORADO OPEN RECORDS
ACT REQUESTS**

A. The Aurora Highlands Metropolitan District No. 5 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and operates pursuant to its Service Plan approved by the City Council of the City of Aurora, Colorado, on February 28, 2022, as it may be amended and modified from time to time (the “**Service Plan**”).

B. The District maintains certain records of the District that are available for inspection by the public under and in accordance with the laws of the State of Colorado.

C. The District anticipates that individuals may, from time to time, request the right to inspect and/or copy public records of the District.

D. The District is authorized under Section 24-72-203, C.R.S., to adopt rules with respect to the inspection and copying of public records of the District.

E. The District desires to set forth in this Resolution the rules with regard to the inspection and copying of all public records of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 5, Adams County, Colorado:

1. CliftonLarsonAllen, LLP, the District Manager for the District, is hereby designated as the “**Official Custodian**” of the public records of the District, as such term is defined in Section 24-72-202(2), C.R.S. Contact information for the Official Custodian is: CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, CO 80111; Phone: 303-779-5710; Fax: 303-779-0348.

2. Upon request for records transmission by a person seeking a copy of any public record, the Official Custodian shall transmit a copy of the record by United States mail, other delivery service, facsimile, or electronic mail.

3. Within the period specified in Section 24-72-203(3)(a), C.R.S., as amended from time to time, the Official Custodian shall notify the record requester that a copy of the record is available, but will only be sent to the requester once the custodian either receives payment or makes arrangements for receiving payment for all costs associated with records transmission and for all other fees lawfully allowed, unless recovery of all or any portion of such costs or fees has been waived by the custodian. Upon either receiving such payment or making arrangements to receive such payment at a later date, the Official Custodian shall provide the record(s) to the requester as soon as practicable, but no more than three (3) business days after receipt of, or making arrangements to receive, such payment.

4. If the record(s) requested are provided to the record requestor by United States Mail, other delivery service, or by facsimile, the Official Custodian is hereby authorized to charge:

(a) An amount of twenty-five cents (\$0.25) per standard page, or such other maximum charge as is permitted by law from time to time, for each page of public records copied, to defray the actual cost of providing a copy, printout, or photograph of a public record; and

(b) The actual cost of providing a copy, printout, and/or photograph of a public record in a format other than a standard page.

5. No transmission fees may be charged to the record requester for transmitting public records via electronic mail.

6. After the first hour of time expended in connection with the research and retrieval of public records, the Official Custodian is authorized to charge a fee, the maximum of which shall not exceed the fee set forth in Section 24-72-205(6), C.R.S., as amended from time to time, for the costs incurred to review public records requests, prepare documents for inspection, consultation with legal counsel or other consultants regarding such requests, to supervise and coordinate preparation, review and copying of public records, and for actual costs incurred by the Official Custodian, the District, District management, or outside consultants and legal counsel in responding to and complying with public record requests.

7. All requests for copies or inspection of public records of the District shall be submitted to the Official Custodian in writing. Such requests shall be delivered by the Official Custodian to the District's legal counsel for review and legal advice regarding the lawful availability of records requested and related matters. The District may, from time to time, designate specific records for which written requests are not required and with respect to which review by legal counsel is not required; i.e., service plans, rules and regulations, minutes, etc. Such designations shall occur in the minutes of the meetings of the District.

8. All public records of the District copied and provided to interested persons shall be copied in duplicate by the Official Custodian. The Official Custodian shall retain the original record in the appropriate file, and shall retain the duplicate copies in a separate filing bearing the name of the person to whom copies were provided and the date of such person's request. Copies of duplicate copies of public records of the District shall not be charged to the person requesting the public records, but shall be maintained for record purposes by the Official Custodian.

9. All inspections of public records shall take place during regular business hours at the office of the Official Custodian. Public records requests may not preempt or take priority over previously scheduled official District-related business activities.

10. No person shall be entitled to remove public records of the District from the Official Custodian's office for inspection, copying, or any other purpose or reason. Public records of the District shall be:

- (a) Subject to inspection in the presence of the Official Custodian or the Official Custodian's designee;
- (b) Appropriately marked by the person making the request;
- (c) Copied after receipt of all required charges therefore; and
- (d) Delivered to the person requesting such records at the office of the Official Custodian within the statutory timeframe and after all charges have been paid.

Copies of public records of the District not picked up at the time set aside by the Official Custodian may be destroyed. In the event a person renews the request for the same public records of the District after failing to pick up previously requested copies, they will be charged for the costs of both records requests.

1. Only the Official Custodian (or designee of the Official Custodian) may copy public records of the District.
2. On behalf of the District, the Official Custodian reserves the right to seek a declaratory judgment, pursuant to Section 13-51-101, *et seq.* C.R.S., to determine if a large public records request may be exempted from the statutorily required response time.
3. The Official Custodian may establish such other reasonable regulations as are not inconsistent with this Resolution or with applicable Colorado law, as established and amended from time to time.

RESOLUTION ADOPTED AND APPROVED on December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2022-12-____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4
REGARDING THE RETENTION AND DISPOSAL OF PUBLIC RECORDS AND
ADOPTING A PUBLIC RECORDS RETENTION SCHEDULE**

A. The Aurora Highlands Metropolitan District No. 4 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado.

B. The District recognizes a need for a comprehensive records retention policy and schedule for the District’s non-permanent records and the retention of those records that have long-term administrative, fiscal and historical value including, but not limited to those described in Section 24-80-101, C.R.S., as may be amended from time to time (“**Records**”).

C. Under the authority granted by Part 1, Article 80, Title 24, C.R.S, the Colorado State Archives, Division of the Department of Personnel, has created a records retention schedule for Colorado special districts, as may be amended from time to time, for use by special districts, which sets forth a timeline for retaining the Records (“**Retention Schedule**”).

D. The District desires to set forth in this Resolution the policy with regard to the retention of the Records of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District no. 4, Adams County, Colorado:

1. The District hereby adopts the Retention Schedule, as the District’s minimum standard for the retention of the Records.

2. The Official Custodian as defined and designated by the District’s Resolution Regarding Colorado Open Records Act Requests, as such resolution may be amended from time to time, shall also maintain a copy of the Retention Schedule on file for review and distribution, as necessary.

3. The Official Custodian is hereby authorized to retain the Records in accordance with the Retention Schedule.

4. No Records may be destroyed pursuant to the Retention Schedule, so long as such Records pertain to any pending legal case, claim, action or audit involving the District or if the District’s general counsel determines such Records should be retained for other purposes. Further, if the Official Custodian is unsure whether any Records should be destroyed, the Official Custodian may contact the District’s general counsel for advice, prior to destruction of said Records.

5. Records of the District shall be destroyed using secure methods of destruction.

RESOLUTION ADOPTED AND APPROVED on December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2022-12-____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5
REGARDING THE RETENTION AND DISPOSAL OF PUBLIC RECORDS AND
ADOPTING A PUBLIC RECORDS RETENTION SCHEDULE**

A. The Aurora Highlands Metropolitan District No. 5 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado.

B. The District recognizes a need for a comprehensive records retention policy and schedule for the District’s non-permanent records and the retention of those records that have long-term administrative, fiscal and historical value including, but not limited to those described in Section 24-80-101, C.R.S., as may be amended from time to time (“**Records**”).

C. Under the authority granted by Part 1, Article 80, Title 24, C.R.S, the Colorado State Archives, Division of the Department of Personnel, has created a records retention schedule for Colorado special districts, as may be amended from time to time, for use by special districts, which sets forth a timeline for retaining the Records (“**Retention Schedule**”).

D. The District desires to set forth in this Resolution the policy with regard to the retention of the Records of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 5, Adams County, Colorado:

1. The District hereby adopts the Retention Schedule, as the District’s minimum standard for the retention of the Records.

2. The Official Custodian as defined and designated by the District’s Resolution Regarding Colorado Open Records Act Requests, as such resolution may be amended from time to time, shall also maintain a copy of the Retention Schedule on file for review and distribution, as necessary.

3. The Official Custodian is hereby authorized to retain the Records in accordance with the Retention Schedule.

4. No Records may be destroyed pursuant to the Retention Schedule, so long as such Records pertain to any pending legal case, claim, action or audit involving the District or if the District’s general counsel determines such Records should be retained for other purposes. Further, if the Official Custodian is unsure whether any Records should be destroyed, the Official Custodian may contact the District’s general counsel for advice, prior to destruction of said Records.

5. Records of the District shall be destroyed using secure methods of destruction.

RESOLUTION ADOPTED AND APPROVED on December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2022-12-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 2, 2023**

A. The terms of the offices of Directors M. Hopper and Sheldon shall expire upon the election of their successors at the regular election, to be held on May 2, 2023 (“**Election**”), and upon such successors taking office.

B. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect two (2) Directors to serve until the second regular election, to occur May 4, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 4 (the “**District**”) of the County of Adams, Colorado:

1. Date and Time of Election. The Election shall be held on May 2, 2023, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, two (2) Directors shall be elected to serve until the second regular election, to occur May 4, 2027.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. Catherine V. Will shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Call for Nominations. The Designated Election Official shall provide Call for Nominations as required under Section 1-13.5-501, C.R.S., as applicable.

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with Catherine V. Will, the Designated Election Official of the District, c/o McGeady Becher, 450 E. 17th Avenue, Suite 400, Denver, Colorado 80203, between the hours of 8:00 a.m. and

5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 25, 2023).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from Catherine V. Will, the Designated Election Official for the District, c/o McGeady Becher P.C., 450 E. 17th Avenue, Suite 400, Denver, Colorado 80203, (303) 592-4380; cwill@specialdistrictlaw.com; and on the District's website at <https://theaurorahighlands.specialdistrict.net/>.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on February 28, 2023, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

9. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

10. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

11. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 2, 2023]**

RESOLUTION APPROVED AND ADOPTED on December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2022-12-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 2, 2023**

A. The terms of the offices of Directors M. Hopper and Sheldon shall expire upon the election of their successors at the regular election, to be held on May 2, 2023 (“**Election**”), and upon such successors taking office.

B. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect two (2) Directors to serve until the second regular election, to occur May 4, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 5 (the “**District**”) of the County of Adams, Colorado:

1. Date and Time of Election. The Election shall be held on May 2, 2023, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, two (2) Directors shall be elected to serve until the second regular election, to occur May 4, 2027.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. Catherine V. Will shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Call for Nominations. The Designated Election Official shall provide Call for Nominations as required under Section 1-13.5-501, C.R.S., as applicable.

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with Catherine V. Will, the Designated Election Official of the District, c/o McGeady Becher, 450 E. 17th Avenue, Suite 400, Denver, Colorado 80203, between the hours of 8:00 a.m. and

5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 25, 2023).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from Catherine V. Will, the Designated Election Official for the District, c/o McGeady Becher P.C., 450 E. 17th Avenue, Suite 400, Denver, Colorado 80203, (303) 592-4380; cwill@specialdistrictlaw.com; and on the District's website at <https://theaurorahighlands.specialdistrict.net/>.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on February 28, 2023, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

9. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

10. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

11. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 2, 2023]**

RESOLUTION APPROVED AND ADOPTED on December 15, 2022.

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 5**

By: _____
President

Attest:

Secretary