

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1¹
 (“DISTRICT”)

8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 8011
Phone: 303-779-5710
<https://theaurorahighlands.specialdistrict.net>

NOTICE OF SPECIAL MEETING/BUDGET HEARING AND AGENDA

DATE: November 21, 2024

TIME: 1:00 p.m.

LOCATION: Virtual via Zoom

PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM AT:

Join Zoom Meeting

<https://us02web.zoom.us/j/83927842723?pwd=NXA3bjc3VVJ2R2RZQjJyWXhMbVBzUT09>

Meeting ID: 839 2784 2723

Passcode: 979737

One tap mobile

+17193594580, *979737#

Board of Directors

Carla Ferreira
William C. Westmoreland
Nicholas English
Michael Sheldon
James K. Birkenfeld
Denise Denslow

Office

President
Vice President
Treasurer
Assistant Secretary
Assistant Secretary
Recording Secretary

Term Expires

May, 2027
May, 2025
May, 2025
May, 2027
May, 2027
N/A

I. ADMINISTRATIVE MATTERS

- A. Present disclosures of potential conflicts of interest.
- B. Confirm quorum, location of meeting and posting of meeting notices and designate 24-hour posting location. Approve Agenda.
- C. Public Comment. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person
- D. Review and consider approval of the 2025 Annual Administrative Matters Resolution (enclosure).
- E. Review and consider approval of Resolution Designating Posting Location (enclosure).

- F. Review and consider approval of Updated CORA Policy Resolution (enclosure).

II. CONSENT AGENDA

These items are considered to be routine and will be ratified and/or approved by one motion. There will be no separate discussion of these items unless a board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Ratify approval of November 14, 2023 annual meeting minutes (enclosure).
- Approval of November 17, 2023 special meeting minutes (enclosure).
- Ratify approval of 2023 Audit (enclosure).

III. FINANCIAL MATTERS

- A. Review and accept Schedule of Cash Position and Property Tax Reconciliation (enclosure).
- B. Conduct Public Hearing to consider amendment of the 2024 Budget; consider adoption of Resolution to Amend the 2024 Budget (enclosure).
- C. Conduct Public Hearing on the proposed 2025 Budget and consider adoption of Resolution to Adopt the 2025 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies (enclosures).
- D. Authorize District Accountant to prepare and sign, and/or appoint Board Member to sign, the DLG-70 Certifications of Tax Levies form (“Certifications”). Direct District Accountant to file the Certifications with the Board of County Commissioners and other interested parties
- E. Consider appointment of District Accountant to prepare the 2026 Budget.
- F. Discuss statutory requirements for an audit. Consider approval of engagement of Fiscal Focus Partners, LLC to prepare and file the 2024 Audit (enclosure).

IV. LEGAL MATTERS

- A. Review and consider adoption of Resolution Calling a Regular Election for Directors on May 6, 2025, appointing the Designated Election Official (“DEO”), notice and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election (enclosure). Discuss need for ballot issues and/or questions.

V. MANAGER MATTERS

- A. Review and consider approval of Property and Liability Coverage renewal for 2025. Discuss changes needed to property schedule (if any); Authorize renewal of Special District Association (SDA) membership for 2025 (enclosure).
- B. Review and consider approval of worker's compensation for 2025 (enclosure).
- C. Review and consider approval of CliftonLarsonAllen LLP Statement(s) of Work for 2025 (enclosures).
- D. Acknowledge responsibility of the Aurora Highlands Community Authority Board to meet ADA compliance matters on the shared website and related matters.

VI. CONSTRUCTION MATTERS

VII. OTHER BUSINESS

VIII. ADJOURNMENT

There are no regular meetings scheduled for the remainder of 2024

**CERTIFIED COPY OF ANNUAL ADMINISTRATIVE RESOLUTION OF
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1 (2025)**

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

At a special meeting of the Board of Directors (the “**Board**”) of The Aurora Highlands Metropolitan District No. 1 (the “**District**”), Adams County, Colorado, held at 1:00 p.m., on November 21, 2024, via Zoom:
<https://us02web.zoom.us/j/83927842723?pwd=NXA3bjc3VVJ2R2RZQjJyWXhMbVBzUT09>, there were present:

Carla Ferreira
William C. Westmoreland
Michael Sheldon
Nicholas English
James Birkenfeld

Absent: None.

Also present were: Matt Ruhland, Cockrel Ela Glesne Greher & Ruhland, P.C.; and Denise Denslow and Jason Carroll; CliftonLarsonAllen LLP.

When the following proceedings were had and done, to wit:

It was moved by Director _____ to adopt the following Resolution and ratify actions taken in connection herewith:

WHEREAS, the District was organized as a special district pursuant to an Order of the District Court in and for Adams County (the “**County**”), Colorado, and is located entirely within said County and within the City of Aurora (the “**City**”); and

WHEREAS, the Board has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, the Directors may receive compensation for their services subject to the limitations imposed by § 32-1-902(3)(a) (II), C.R.S.; and

WHEREAS, § 32-1-101, *et seq.* C.R.S., requires the Board to publish certain legal notices in a newspaper of general circulation in the District; and

WHEREAS, § 32-1-903(1), C.R.S., requires that the Board shall meet regularly at a time and in a place to be designated by the Board; and

WHEREAS, in accordance with the Colorado Governmental Immunity Act, the Board is given authority to obtain insurance against liability for injuries for which the District may be liable under the Governmental Immunity Act, pursuant to § 24-10-115, C.R.S.; and

WHEREAS, §§ 32-1-901(2) and 32-1-902(2), C.R.S., require the District to obtain an individual, schedule or blanket surety bond in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file such bond with the District Court and the Division of Local Government (the “**Division**”); and

WHEREAS, in accordance with § 24-10-115, C.R.S., the Board is given the authority to obtain insurance to insure the District against all or any part of the District’s liability; and

WHEREAS, § 32-1-306, C.R.S. requires the District to maintain a current, accurate map of its boundaries and shall provide for such map to be on file with the County Assessor, County Clerk and Recorder and the Division on or before January 1st of each year; and

WHEREAS, § 32-1-809, C.R.S., requires that the District, between November 16th and January 15th of the subsequent year, provide notice to the eligible electors of the District (the “**Transparency Notice**”), which notice shall contain the following information:

- The address and telephone number of the principal business office;
- The name and business telephone number of the manager or other primary contact person;
- The names of and contact information for members of the board, the name of the board chair, and the name of each member whose office will be on the ballot at the next regular special district election;
- The times and places designated for regularly scheduled meetings of the board during the year, and the place where notice of board meetings is posted pursuant to § 24-6-402(2)(c) C.R.S.;
- The current mill levy, and total ad valorem tax revenue received during the last year;
- The date of the next regular special district election of board members;
- The procedure and time to submit a self-nomination form for election to the board;
- Information on the procedures to request permanent absentee voter status; and
- The address of any website on which the special district’s election results will be posted.

The Transparency Notice shall be filed with the Division, Board of County Commissioners, County Assessor, County Treasurer and County Clerk and Recorder of

each county in which the special district is located, and with the governing body of any municipality in which the special district is located, and shall be provided to electors in one or more of the following ways:

- Mailing the notice separately to each household where one or more eligible electors of the special district resides;
- Including the notice as a prominent part of a newsletter, annual report, billing statement, letter, voter information card or other notice sent by the special district to the eligible electors;
- Posting the information on the official website of the special district if there is a link to the district's website on the official website of the Division;
- For any district that is a member of the Special District Association, by mailing or electronically transmitting the notice to the Special District Association, which shall post the notice on its website.

WHEREAS, § 29-1-205, C.R.S. requires that within 30 days after receiving a written request from the Division, the District shall provide the Division with a current list of all contracts in effect with other political subdivisions; and

WHEREAS, the Local Government Budget Law of Colorado, §§ 29-1-101, *et seq.*, C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets, and to file copies of the budgets and amendments thereto; and

WHEREAS, in accordance with § 39-5-128(1), C.R.S. the District shall certify its mill levy with the Board of County Commissioners on or before December 15th; and

WHEREAS, in accordance with § 32-1-207(3)(c), C.R.S., the District shall electronically file an annual report for the preceding calendar year with the City, County Clerk and Recorder, State Auditor and the Division of Local Government on or before October 1st; unless the requirement is otherwise requested by an earlier date by the City; and

WHEREAS, in accordance with § 32-1-903(6)(a), C.R.S., any metropolitan district that was organized after January 1, 2000, that has residential units within its boundaries, shall conduct an annual meeting in addition to any other Board meetings held, at which annual meeting the Board shall not take any official action and shall include (i) a presentation regarding the status of the public infrastructure projects within the District and outstanding bonds, if any; (ii) a review of unaudited financial statements; and (iii) an opportunity for members of the public to ask questions of the District; and

WHEREAS, in accordance with the Public Securities Information Reporting Act, §§ 11-58-101, *et seq.*, C.R.S., issuers of non-rated public securities issued to the public must file an annual report with the Department of Local Affairs; and

WHEREAS, § 32-1-104.8, C.R.S., requires the District to record a Special District Disclosure Document and a map of the boundaries of the District with the County Clerk and Recorder at the time of recording any decree or order organizing a special district or including additional property in a special district; and

WHEREAS, in accordance with § 29-1-604(1), C.R.S., if expenditures and revenues of the District are not in excess of \$100,000, the District may file an application for exemption from audit with the State Auditor; or, in accordance with § 29-1-604(2), C.R.S., if expenditures and revenues of the District are at least \$100,000 but not more than \$750,000 the District may file an application for exemption from audit with the State Auditor, or in accordance with § 29-1-603, C.R.S., the governing body of the District shall cause to be made an annual audit of the financial statements for each fiscal year; and

WHEREAS, the Unclaimed Property Act, §§ 38-13-101, *et seq.*, C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer by November 1st; and

WHEREAS, in accordance with § 24-12-103, C.R.S., a person designated by the District shall have the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion; and

WHEREAS, in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S., either the Board of County Commissioners of each county in which the District is located, or the governing body of the municipality that has adopted a resolution of approval of the District, may require the District to file an application for quinquennial finding of reasonable diligence; and

WHEREAS, special district directors are governed by § 32-1-902(3), C.R.S., which requires such directors to disqualify himself/herself from voting on an issue in which he or she has a conflict of interest unless the director has properly disclosed such conflict in compliance with law; and

WHEREAS, § 32-1-902, C.R.S., requires the Board to elect officers, including a Chair of the Board and President of the District, a Treasurer of the Board and District, and a Secretary, who may be a member of the Board; and

WHEREAS, in accordance with the Workers' Compensation Act of Colorado, §§ 8-40-101 – 8-47-101, *et seq.*, C.R.S., the District is required to carry workers' compensation coverage for its employees, but the Board members may opt out of such coverage by the methods prescribed in the Workers' Compensation Act of Colorado; and

WHEREAS, the Board desires to continue engagement of general counsel for the District to assist with providing legal services and to assist with the operation of the District; and

WHEREAS, the Board desires to continue engagement of an accountant and management for the District to assist with providing financial services and to assist with the financial operations and to manage the affairs of the District, and who shall also be designated as the budget officer required to prepare and submit to the Board a proposed District budget by October 15, pursuant to §§ 29-1-104 and 29-1-105(3)(d), C.R.S.; and

WHEREAS, concerning the public records of the District, § 24-72-202(2), C.R.S. defines “Official Custodian” to mean and include any officer or employee of any political subdivision of the state who is responsible for the maintenance, care, and keeping of public records, regardless of whether the records are in his or her actual personal custody and control. The maintenance, care and keeping of public records shall be in accordance with the Colorado Special District Records Management Manual; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1, ADAMS COUNTY, COLORADO AS FOLLOWS:

1. The Board determines that each director shall not receive compensation for services as directors.
2. The Board designates the *Aurora Sentinel* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes.
3. The Board determines not to hold regular meetings at this time. Instead, the Board will call Special Meetings on an as needed basis for District business matters.
4. The Board directs the District’s management to obtain proposals and/or renewals for insurance, as applicable, to insure the Directors acting within the scope of employment by the Board against all or any part of such liability for an injury; to insure against the expense of defending a claim for injury against the District or its Board. Additionally, the Board directs the District’s management to obtain bonds or equivalent insurance coverage as required by §§ 32-1-901(2) and 32-1-902(2), C.R.S., in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file the bond or certificate of insurance with the District Court and the Division.
5. The Board directs the District’s management to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District’s liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the

District's accountant to cause to be paid the annual SDA membership dues, agency fees and insurance premiums, as applicable, in a timely manner.

6. The Board directs the District's management to maintain a current, accurate boundary map and shall provide for such map to be on file with the Division, with the County Assessor and with the County Clerk and Recorder on or before January 1st.

7. The Board directs the District's management to provide the Transparency Notice to the eligible electors of the District, the Board of County Commissioners of the County, County Assessor, County Treasurer, County Clerk and Recorder, the Division, City and the Special District Association between November 16th and January 15th of the subsequent year.

8. The Board directs the District's management to prepare and file with the Division, within 30 days after receiving a written request from the Division, a current list of all contracts in effect with other political subdivisions.

9. The Board designates the District's accountant to serve as the budget officer, and to submit a proposed budget to the Board by October 15th for the following year, and, in cooperation with management, to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolutions and amendments to the budget, if necessary; to certify the mill levies on or before December 15th; and to file the approved budgets and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado.

10. The Board directs the District's management to prepare and electronically file the annual report with the City, the County Clerk and Recorder, State Auditor and Division on or before October 1st or earlier if required by the City.

11. The Board directs the District's management to arrange for the conduct of the annual meeting to be held immediately prior to the meeting at which the annual budget hearing will be conducted, and to arrange for the posting of the agenda notice. If such meeting is not to be held virtually, but solely in person, such meeting shall be held at a physical location that does not exceed five (5) miles from the boundaries of the District.

12. The Board directs the District's accountant to prepare and file the annual public securities report for nonrated public securities issued by the District, with the Department of Local Affairs on or before March 1st, if applicable.

13. The Board directs the District's management to provide the Special District Disclosure Document and a map of the District's boundaries to the County Clerk and Recorder, for recording, at the same time an inclusion order is recorded.

14. The Board directs the District's accountant to: (i) obtain proposals for auditors to be presented to the Board, (ii) to cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and (iii) to cause the audit to be filed with the State Auditor by July 31st, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District's accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31st in accordance with § 29-1-604, C.R.S.

15. The Board directs the District's accountant to prepare the mill levy certification form and directs the District's accountant to file the mill levy certification form with the Board of County Commissioners on or before December 15th.

16. The Board directs the District's management to prepare the Unclaimed Property Act report and forward the report to the State Treasurer by November 1st, if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with §§ 38-13-110, C.R.S.

17. The Board directs the District's management to monitor and maintain the District's website, in accordance with § 32-1-104.5, C.R.S. and comply with website accessibility standards, in accordance with § 24-34-802 , C.R.S.

18. The Board hereby designates, in addition to any officer of the District, Sarah H. Luetjen as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

19. The Board directs the District's general counsel to prepare and file with the City Council of the City, if requested, the quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.

20. The District hereby elects the following officers for the District:

President/Chair of the Board – Carla Ferreira

Vice President – William C. Westmoreland

Treasurer – Nicholas English

Assistant Secretary – Michael Sheldon

Assistant Secretary – James K. Birkenfeld

Recording Secretary – Denise Denslow

21. The Board directs the District's general counsel to file conflict of interest disclosure forms provided by Board members with the Secretary of State annually. At the discretion of general counsel, transactional conflict of interest disclosures shall be filed 72 hours prior to regular and special meetings of the Board, when applicable, or at a

Board member's request. In addition, written disclosures required to be filed with the governing body in accordance with § 18-8-308, C.R.S., shall be deemed filed with the Board when filed with the Secretary of State.

22. The Board extends the current indemnification resolution to allow the resolution to continue in effect as written.

23. In accordance with § 8-40-202(1)(a)(I)(B), C.R.S., the Board hereby waives workers' compensation coverage for individual Board members by opting that the individual Board members not be deemed employees as that term is defined in the Workers' Compensation Act of Colorado, and directs legal counsel to file a statement with the Division of Workers' Compensation in the Department of Labor and Employment for the State of Colorado at least forty-five (45) days before the start of the policy year in order to effect such waiver of coverage.

24. The Board continues the engagement of Cockrel Ela Glesne Greher & Ruhland, P.C., as general counsel for the District.

25. The Board continues the engagement of CliftonLarsonAllen to provide accounting and management services for the District.

26. The Board designates the District's management to serve as the official custodian of public records and to follow the Colorado Special District Records Retention Schedule, as adopted by the District.

WHEREUPON, the motion was seconded by Director _____ and upon vote, unanimously carried. The Chair declared the motion carried and so ordered.

ADOPTED AND APPROVED THIS 21st DAY OF NOVEMBER, 2024.

THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 1

By: _____
Chair

Attest:

Secretary

CERTIFICATION

I, Denise Denslow, Secretary of the Board of Directors of The Aurora Highlands Metropolitan District No. 1, Adams County, Colorado do hereby certify that the attached and foregoing Resolution is a true copy from the records of the proceedings of the Board of Directors of The Aurora Highlands Metropolitan District No. 1.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, at Adams County, Colorado, this 21st day of November, 2024.

Secretary

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
RESOLUTION DESIGNATING LOCATION TO POST NOTICE

WHEREAS, pursuant to Sections 24-6-402(2)(c) and 32-1-903(2), C.R.S., notice and, where possible, the agenda of The Aurora Highlands Metropolitan District No. 1 (the “**District**”) Board of Directors (the “**Board**”) meetings at which the adoption of any formal action is to occur or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be posted within the boundaries of the respective Districts at least 24 hours prior to each meeting at a location designated at the first regular meeting of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 1 as follows:

Notices of meetings (regular, special and work/study session) of the Board required pursuant to §24-6-401, et seq., C.R.S., shall be posted at least 24 hours prior to each meeting at:

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

In the event of an exigent or emergency circumstance such as a power outage or an interruption in internet service, the District will post notice of public meetings at least 24 hours prior to the meeting at the following location:

The Aurora Highlands Visitor Center
 3930 E-470
 Aurora, Colorado

ADOPTED this 21st day of November, 2024.

THE AURORA HIGHLANDS
 METROPOLITAN DISTRICT NO. 1

By: _____
 Chair

ATTEST:

Secretary

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1

**RESOLUTION DESIGNATING THE
OFFICIAL CUSTODIAN OF RECORDS AND ADOPTING AN AMENDED AND
RESTATED
POLICY ON RESPONDING TO OPEN RECORDS REQUESTS**

November 2024

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors (the “**Board**”) of The Aurora Highlands Metropolitan District No. 1 (the “**District**”) is responsible for the management, control and supervision of all of the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the Board has the authority to appoint an agent; and

WHEREAS, the Board has determined that it is appropriate to designate an official custodian of the District’s records for the protection of such records and in order to permit their inspection by persons entitled to examine and copy such records in an orderly fashion; and

WHEREAS, the Board has determined that it is appropriate to adopt a policy on responding to open records requests; and

WHEREAS, the Board fully supports, and complies with, all Federal and State of Colorado (“**State**”) laws relating to the retention, protection and disclosure of District records including, but not limited to, the Colorado Open Records Act, Title 24, Article 72, Part 2, C.R.S. (“**CORA**”), the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), and the Privacy Rule promulgated by the U.S. Department of Health and Human Services which interprets and implements HIPAA; and

WHEREAS, it is the policy of the District that all public records shall be open for inspection by any person at reasonable times, except as otherwise provided by law; and

WHEREAS, public records are defined by CORA as all writings made or maintained by the District, regardless of the format or medium of the records, subject to certain exceptions and public records expressly include e-mail communications; and

WHEREAS, the Board may have previously adopted a Public Records Request Policy (the “**Original Policy**”) and the Board now desires to adopt this Resolution to amend and restate the Original Policy in its entirety.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 1:

1. Official Custodian.

(a) The District's manager is hereby designated as the Official Custodian responsible for the maintenance, care and keeping of all records of the District, except as provided herein.

(b) The Official Custodian shall have the authority to designate such agents as they shall determine appropriate to perform any and all acts necessary to enforce and execute the provisions of this Resolution.

2. Policy on Responding to Open Records Request. The following are general policies concerning the release of records:

(a) All public records of the District shall be open for inspection at the times designated herein, unless prohibited by the provisions of CORA or policies adopted by the Board in conformance with CORA.

(b) Every request to inspect and/or copy any District record (a "**Records Request**") shall be submitted to the Official Custodian in writing and be specific as to the information desired. If not submitted to the Official Custodian, any District employee or Board Member that receives the Records Request shall immediately send the Records Request to the Official Custodian. To assist the Official Custodian in responding to requests in a timely and complete manner, the Official Custodian may require records requests to be submitted on a form developed by the Official Custodian.

(c) If any question arises as to the propriety of fully complying with a Records Request, the Official Custodian shall immediately forward it to the District's legal counsel.

(d) The District's legal counsel shall determine the District's obligations under the applicable Federal and/or State law(s). If the District is permitted to make records available for inspection in whole or in part, the District's legal counsel will so notify the Official Custodian, who will assemble the disclosable requested documents for inspection and/or copying in accordance with applicable Federal or State law.

(e) If the District's legal counsel determines the District is not permitted by Federal or State law to make records available for inspection in whole or in part, the District's legal counsel shall provide a written response to the party submitting the Records Request stating the legal basis upon which the Records Request in whole or in part is being denied.

(f) Following the denial of a request for record, upon receipt of the required written notice from the requesting individual that he or she will seek relief from the District Court, the Official Custodian will attempt to meet in-person or speak by telephone with the requesting individual. District personnel are encouraged to utilize all possible means to attempt to resolve the dispute during this time period and will provide a written summary of the District's position at the end of that period to the requestor and to the Board.

(g) No phone or in-person conference is required if the written notice indicates that the requestor needs access to the record on an expedited basis.

(h) Pursuant to CORA, all records must be made available for inspection within 3 working days from the Official Custodian's receipt of the request, unless extenuating circumstances exist. The deadline may be extended by 7 working days if extenuating circumstances exist and the requesting party is notified of the delay within 3 working days of the Official Custodian's receipt of the request. The Official Custodian may set the time during normal office hours and the place for records to be inspected, and require that the Official Custodian or a delegated employee be present while the records are examined.

(i) A public record stored in a digital format that is neither searchable nor sortable will be provided in a digital format. A public record stored in a digital format that is searchable and/or sortable will be provided in such digital format, unless (1) the public record is in a searchable or sortable format and producing the record in the requested format would violate the terms of any copyright or licensing agreement between the District and a third party; (2) producing the record would result in the release of a third party's proprietary information; (3) after making reasonable inquiries, it is not technologically or practically feasible to provide a copy of the record in a searchable or sortable format; or (4) if the Official Custodian would be required to purchase software or create additional programming functionality in its existing software to remove the information. Altering an existing digital public record, or excising fields of information that the Official Custodian is either required or permitted to withhold under this subsection, does not constitute the creation of a new public record under Section (2)(i)(4) of this Resolution.

(j) The Custodian may charge the following fees (collectively, the "**Fees**") for responding to a Records Request:

(i) Printouts, photographs, and copies, when requested, will be provided at a cost of \$0.25 per standard page, and at the actual costs of production for any non-standard page (the "**Copying Fee**"). A standard page shall mean an 8.5-inch by 11-inch black and white copy.

(ii) When it is impractical to make the copy, printout, or photograph of the requested record at the place where the record is kept, the Official Custodian may allow arrangements to be made for the copy, printout, or photograph to be made at other facilities and the cost of providing the requested records will be paid by the person making the request (the "**Outside Copying Fee**").

(iii) If a copy, printout or photograph of a public record is necessary or requested to be provided in a format other than a standard page, the costs will be assessed at the actual cost of production (the "**Production Fee**").

(iv) If data must be manipulated in order to generate a record in a form not otherwise used by the District, such data manipulation will be assessed at the actual costs to the District (the "**Manipulation Fee**"); however, the District is in no way obligated to generate a record that is not otherwise kept, made, or maintained by the District.

(v) The cost for transmitting the requested records will be charged at the actual cost of such delivery (the “**Transmission Fee**”). Transmission Fees will not be charged for transmitting any record via electronic mail, when requested.

(vi) When the location or existence of specific documents must be researched and the documents must be retrieved, sorted or reviewed for applicability to the request, and such process requires more than 1 hour of staff and/or consultants’ time, the Custodian may charge a research and retrieval fee not to exceed \$41.37 per hour, or the maximum amount allowed by the Executive Committee of the State Legislative Council at the time of the request, whichever is greater (the “**Research and Retrieval Fee**”).

(vii) If any requested records are protected by a privilege (for example, but not limited to, the work product or attorney-client privileges) the District may charge the actual costs of creating a privilege log identifying the privileged records (the “**Privilege Fee**”). If legal assistance or review is necessary to create the privilege log, the Privilege Fee may include the actual costs for such legal assistance.

(k) If the estimated Fees to produce the records exceeds \$100, the District may require a 50% deposit of the estimated Fees prior to commencing work to produce the records. Regardless of whether a deposit is required, payment (by check made payable to the District) of all Fees, including all actual costs exceeding the estimated amount, must be made prior to the time of inspection or release of the final work product or copies.

(l) No person shall be permitted to inspect or copy any records of the District if, in the opinion of the Official Custodian after consultation with the District’s legal counsel, such inspection or copying would come within the prohibition of one or more exemptions set forth in CORA.

(m) Any increases in the Fees set forth above, including without limitation the Research and Retrieval Fee, shall be effective immediately upon posting on the District’s website.

3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval by the Board.

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The foregoing Resolution was approved and adopted this 21st day of November, 2024.

THE AURORA HIGHLANDS METROPOLITAN
DISTRICT NO. 1

By: _____
Chair

Attest:

Secretary

RECORD OF PROCEEDINGS

MINUTES OF THE STATUTORY ANNUAL MEETING OF
THE BOARDS OF DIRECTORS OF
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD,
AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT,
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NOS. 1-6
AND
ATEC METROPOLITAN DISTRICT NOS. 1 AND 2
HELD
NOVEMBER 14, 2023

Pursuant to Section 32-1-903(6), C.R.S., a statutory annual meeting of the Boards of Directors of The Aurora Highlands Community Authority Board (“CAB”), Aerotropolis Area Coordinating Metropolitan District (“AACMD”), The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4, 5 and 6 (“TAH 1-6”) and ATEC Metropolitan District Nos. 1 and 2 (“ATEC 1 and 2”, and together with the CAB, AACMD and TAH 1-6, the “CAB and CAB Member Districts”) was convened on Tuesday, November 14, 2023, at 5:30 p.m. at the Aurora Highlands P-8 School Gym, 24405 E. 42nd Avenue, Aurora Colorado 80019. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Matt Hopper; CAB, AACMD, TAH 2-6, ATEC 1 and 2
Michael Sheldon; CAB, AACMD, TAH 1-6, ATEC 1 and 2
Carla Ferreira; CAB, AACMD, TAH 1-6, ATEC 1 and 2
Cynthia Shearon; CAB, AACMD, TAH 2-6
William C. Westmoreland; TAH 1

Also, In Attendance Were:

MaryAnn M. McGeady, Esq. and Jon Hoistad, Esq.; McGeady Becher P.C.
Matt Ruhland, Esq.; Cockrel Ela Glesne Greher & Ruhland, P.C.
Denise Denslow, Jason Carroll and Jenna Trujillo; CliftonLarsonAllen LLP
Jerry Jacobs, Cristina Madrigal and Ashley Myers; Timberline District Consulting, LLC
Residents of The Aurora Highlands Metropolitan District No. 1

ANNUAL MEETING ITEMS

Confirmation of Posting of Annual Meeting Notice: It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the CAB and CAB Member Districts’ website and that no objections to the means of hosting the meeting by taxpaying electors within any of the Districts’ boundaries have been received.

RECORD OF PROCEEDINGS

Presentation Regarding the Status of the Public Infrastructure Projects Within the CAB Member Districts and CAB Outstanding Bonds: The CAB and CAB Member Districts' consultants presented information regarding the status of public infrastructure projects within the Districts, including the status of the CAB's outstanding bonds.

Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the CAB and CAB Member Districts in Relation to Adopted Budgets, for the Calendar Year: The CAB and CAB Member Districts' Accountant presented the CAB and CAB Member Districts' Unaudited Financial Statements, including year-to-date revenue and expenditures of the CAB and CAB Member Districts in relation to the CAB and CAB Member Districts' adopted budgets, for the calendar year.

Public Questions: The Boards and consultants answered questions posed by interested parties in attendance at the annual meeting.

ADJOURNMENT

There being no further business to come before the Boards at this time, the annual meeting was adjourned.

Respectfully submitted,

DocuSigned by:
By Denise Denlow
77517AF0E925439...
Secretary for the Annual Meeting

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
HELD
NOVEMBER 17, 2023**

A special meeting of the Board of Directors of The Aurora Highlands Metropolitan District No. 1, County of Adams (referred to hereafter as the “Board”) was convened on Friday, November 17, 2023 at 10:09 a.m. The Board meeting was held virtually via Teams and was properly noticed to be held via video enabled web conference. The meeting was open to the public.

Directors In Attendance Were:

Michael Sheldon
Carla Ferreira
William C. Westmoreland
Nicholas English

The absence of Director Birkenfeld was excused.

Also In Attendance Was:

Denise Denslow, Rachel Alles and Jenna Trujillo; CliftonLarsonAllen LLP (“CLA”)
Matthew Ruhland, Esq.; Cockrel Ela Glesne Greher & Ruhland P.C.
Jerry Jacobs and Cristina Madrigal; Timberline District Consulting, LLC

**ADMINISTRATIVE
MATTERS**

Disclosure of Potential Conflicts of Interest/Quorum: A quorum was confirmed. The absence of Director Birkenfeld was excused. Attorney Ruhland discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors as required by statute. No new conflicts were disclosed and a quorum was confirmed.

Agenda/Meeting Location and Posting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Board meeting. Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board determined to conduct this meeting virtually via Teams. The Board further noted that notice providing the time, date, location and video link information was duly posted and that no objections, or any requests that the meeting location be changed by any interested person have been received.

Upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board approved the agenda, as presented.

Public Comment: None.

May 2, 2023 Regular Election: Attorney Ruhland discussed the results of the May 2, 2023 Election with the Board, noting that the Election had been cancelled pursuant to Section 1-13.5-503, C.R.S., as there were not more candidates than open seats on the Board. It was further noted that Director Ferreira, Director Sheldon and Director Birkenfeld were deemed elected by acclamation to a 4-year term ending in May, 2027.

Appointment of Officers: Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Westmoreland and, upon vote, unanimously carried, the Boards appointed the following slate of officers:

President:	Carla Ferreira
Vice-President:	William C. Westmorland
Treasurer:	Nicholas English
Secretary:	Michael Sheldon
Assistant Secretary:	James Birkenfeld

2024 Annual Administrative Matters Resolution: Attorney Ruhland reviewed the Resolution with the Board. Following discussion, upon a motion duly made by Director English, seconded by Director Ferreira and, upon vote, unanimously carried, the Board adopted the 2024 Annual Administrative Matters Resolution.

Resolution Designating Posting Location: Attorney Ruhland reviewed the Resolution with the Board. Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board adopted the Resolution Designating Posting Location as amended, to indicate that the physical posting location will be the Visitor Center when operational.

Section 32-1-809, C.R.S. and direct staff regarding compliance for 2024: Attorney Ruhland reviewed the compliance requirements with the Board. Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the Board directed staff to update the Transparency Notice and file to meet the compliance for 2024.

2024 Insurance Renewal: Ms. Denslow reviewed the insurance with the Board. Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Westmoreland and, upon vote, unanimously carried, the Board approved the 2024 insurance renewal and adopted documents needed to obtain or maintain insurance coverage through the Colorado Special District Property and Liability Pool and T. Charles Wilson Risk Management, and authorized membership in the Special District Association. The Board determined to have further discussions regarding cyber security coverage with Matt Hopper.

CONSENT AGENDA The Board considered the approval of the following:

- **Minutes from November 22, 2022 Special Meeting;**

Following discussion, upon a motion duly made by Director English, seconded by Director Westmoreland, upon vote, unanimously carried, the Board approved the Consent Agenda.

**FINANCIAL
MATTERS**

September 30, 2023 Unaudited Financial Statements and Cash Position Schedule: Ms. Trujillo reviewed the Unaudited Financial Statements and Cash Position Schedule with the Board. Following discussion, upon a motion duly made by Director Ferreira, seconded by Director English and, upon vote, unanimously carried, the Board accepted the September 30, 2023 Unaudited Financial Statements and Cash Position Schedule.

Public Hearing on Amendment to 2023 Budget: Director Sheldon opened the public hearing at 10:30 a.m. to consider an amendment to the 2023 Budget.

It was noted that publication of Notice stating that the Board would consider amendment of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed at 10:31 a.m.

Ms. Trujillo reviewed the 2023 budget amendment with the Board. Following review and discussion, upon a motion duly made by Director Ferreira, seconded by Director English and, upon vote, unanimously carried, the Board approved the 2023 Budget amendment and adopted the Resolution to Amend the 2023 Budget.

Public Hearing on 2024 Budget: Director Sheldon opened the public hearing at 10:31 a.m. to consider the proposed 2024 Budget and to discuss related issues.

It was noted that Notice stating that the Board would consider adoption of the 2024 Budget and the date, time and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed at 10:32 a.m.

Ms. Trujillo reviewed the 2024 Budget with the Board. Following review and discussion, upon motion duly made by Director Ferreira, seconded by Director Westmoreland and, upon vote, unanimously carried, the Board approved the 2024 Budget, as discussed, and considered adoption of the Resolution to Adopt the 2024 Budget and Appropriate Sums of Money and the Resolution to Set Mill Levies. Following discussion, upon vote unanimously carried, the Board adopted the Resolutions and authorized execution of the Certification of Budget. The District Accountant, CLA, was directed to transmit the Certification of Tax Levies to the Board of County Commissioners of Adams County not later than January 10,

2024. The District Accountant was directed to transmit the Certification of Budget to the Division of Local Government no later than January 31, 2024.

DLG-70 Mill Levy Certification Form: Following discussion, upon motion duly made by Director Ferreira, seconded by Director English and, upon vote, unanimously carried, the Board authorized CLA to prepare the DLG-70 Mill Levy Certification Form for certification to the Board of County Commissioners and other interested parties.

Execution of the DLG-70 Certification of Tax Levies: Following discussion, upon a motion duly made by Director Ferreira, seconded by Director English and, upon vote, unanimously carried, the Board designated CLA to executed the DLG-70 Certification of Tax Levies.

Preparation of 2025 Budget: Following discussion, upon a motion duly made by Director English, seconded by Director Ferreira and, upon vote, unanimously carried, the Board directed CLA to prepare the 2025 Budget.

2023 Audit: Attorney Ruhland reviewed the 2023 audit process with the Board. Following discussion, upon a motion duly made by Director English, seconded by Director Ferreira and, upon vote, unanimously carried, the Board authorized the engagement of an outside accountant to prepare the 2023 audit.

LEGAL MATTERS None.

MANAGER MATTERS **CliftonLarsonAllen LLP Master Service Agreement and Statements of Work for 2024:** Ms. Denslow reviewed the Master Service Agreement and Statements of Work with the Board. Following review, upon a motion duly made by Director Sheldon, seconded by Director Westmoreland and, upon vote, unanimously carried, the Board approved the CliftonLarsonAllen LLP Master Service Agreement and Statements of Work for 2024.

CONSTRUCTION MATTERS None.

OTHER BUSINESS None.

ADJOURNMENT There being no further business to come before the Board at this time, upon a motion duly made by Director Ferreira, seconded by Director Westmoreland and, upon vote, unanimously carried, the Board adjourned the meeting at 10:45 a.m.

Respectfully submitted,

By _____
Secretary for the Meeting

**THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 1
Adams County, Colorado**

FINANCIAL STATEMENTS

YEAR ENDED DECEMBER 31, 2023

**THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
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YEAR ENDED DECEMBER 31, 2023**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
The Aurora Highlands Metropolitan District No. 1
Adams County, Colorado

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of The Aurora Highlands Metropolitan District No. 1 (the District) as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of December 31, 2023, and the respective changes in financial position thereof, and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

I

Fiscal Focus Partners, LLC

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risk of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate to those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

Fiscal Focus Partners LLC

Arvada, Colorado
September 26, 2024

BASIC FINANCIAL STATEMENTS

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
STATEMENT OF NET POSITION
DECEMBER 31, 2023

	Governmental Activities
ASSETS	
Cash	\$ 14
Receivable from County Treasurer	5,072
Property Tax Receivable	1,635,088
Total Assets	1,640,174
LIABILITIES	
Due to Other Districts	5,086
Total Liabilities	5,086
DEFERRED INFLOWS OF RESOURCES	
Deferred Property Tax	1,635,088
Total Deferred Inflows of Resources	1,635,088
NET POSITION	
Unrestricted	-
Total Net Position	\$ -

See accompanying Notes to Basic Financial Statements.

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2023

		Program Revenues			Net Revenues (Expenses) and Change in Net Position
Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	
FUNCTIONS/PROGRAMS					
Primary Government:					
Governmental Activities:					
General Government	\$ 968,316	\$ -	\$ -	\$ -	\$ (968,316)
Total Governmental Activities	\$ 968,316	\$ -	\$ -	\$ -	(968,316)
 GENERAL REVENUES					
					897,285
					8,377
					59,489
					3,165
					968,316
					-
CHANGE IN NET POSITION					
					-
					-
					\$ -

See accompanying Notes to Basic Financial Statements.

**THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2023**

General

ASSETS

Cash	\$	14
Receivable from County Treasurer		5,072
Property Tax Receivable		1,635,088
Total Assets	\$	<u>1,640,174</u>

LIABILITIES AND FUND BALANCES

LIABILITIES

Due to Other Districts	\$	5,086
Deferred Property Tax		1,635,088
Total Liabilities		<u>1,640,174</u>

FUND BALANCE

Unassigned:		
General Government		-
Total Fund Balance		<u>-</u>

Total Liabilities and Fund Balances	\$	<u>1,640,174</u>
-------------------------------------	----	------------------

Amounts reported for governmental activities in the Statement of Net Position are the same as above for total fund balance.

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUND
YEAR ENDED DECEMBER 31, 2023

	General
REVENUES	
Property Taxes	\$ 897,285
Property Taxes from ARI Mill Levy	8,377
Specific Ownership Taxes	59,489
Interest Income	3,165
Total Revenues	968,316
EXPENDITURES	
General Government:	
County Treasurer's Fee	10,497
County Treasurer's Fee - ARTA	98
IGA Expenditure - ARTA	8,279
IGA Expenditure - CAB	949,442
Total Expenditures	968,316
NET CHANGE IN FUND BALANCE	-
Fund Balances - Beginning of Year	-
FUND BALANCES - END OF YEAR	\$ -

Amounts reported for governmental activities in the Statement of Activities are the same as above.

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2023

	Budgets		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Property Taxes	\$ 899,533	\$ 899,533	\$ 897,285	\$ (2,248)
Property Taxes from ARI Mill Levy	8,398	8,398	8,377	(21)
Specific Ownership Taxes	63,555	63,555	59,489	(4,066)
Interest Income	-	3,500	3,165	(335)
Other Revenue	1,000	1,000	-	(1,000)
Total Revenues	<u>972,486</u>	<u>975,986</u>	<u>968,316</u>	<u>(7,670)</u>
EXPENDITURES				
General Government:				
County Treasurer's Fee	13,493	13,493	10,497	2,996
County Treasurer's Fee - ARTA	126	126	98	28
IGA Expenditure - ARTA	8,272	8,272	8,279	(7)
IGA Expenditure - CAB	949,595	953,095	949,442	3,653
Contingency	1,000	1,000	-	1,000
Total Expenditures	<u>972,486</u>	<u>975,986</u>	<u>968,316</u>	<u>7,670</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	-	-	-
Fund Balance - Beginning of Year	-	-	-	-
FUND BALANCE - END OF YEAR	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

See accompanying Notes to Basic Financial Statements.

**THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 1 DEFINITION OF REPORTING ENTITY

The Aurora Highlands Metropolitan District No. 1 (the District), a quasi-municipal corporation and political subdivision of the state of Colorado, was organized by order and decree of the District Court for Adams County, Colorado (the City), on November 15, 2004, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates pursuant to the Consolidated Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-5 and First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District 6), (collectively, the Districts) dated effective April 23, 2022. The Districts were established to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of Public Improvements required for the development of property commonly referred to as The Aurora Highlands in conjunction with the Aerotropolis Technology and Energy Corridor from the proceeds of debt to be issued by the Districts. The Districts along with Aerotropolis Area Coordinating Metropolitan District (AACMD), ATEC Metropolitan District No. 1 (ATEC 1), ATEC Metropolitan District No. 2 (ATEC 2) and The Aurora Highlands Community Authority Board (the CAB) have entered intergovernmental cost sharing and recovery agreements which govern the relationships between and among the districts with respect to the financing, construction and operations of the improvements (see Note 5).

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide financial benefits or burdens and fiscal dependency.

The District has no employees, and all operations and administrative functions are contracted.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the District are described as follows:

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues.

The statement of net position reports all financial and capital resources of the District. The difference between the sum of assets and deferred outflows and the sum of liabilities and deferred inflows is reported as net position.

**THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (Continued)

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation is due.

The District reports the following major governmental fund:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government.

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August, and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District. Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The unearned property tax revenues are recorded as revenue in the year they are available or collected.

**THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall of each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures level and lapses at year-end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

The District amended its budget for the year ended December 31, 2023.

Equity

Net Position

For government-wide presentation purposes when both restricted and unrestricted resources are available for use, it is the government's practice to use restricted resources first, then unrestricted resources as they are needed.

Fund Balance

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable Fund Balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted Fund Balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

Committed Fund Balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

Assigned Fund Balance – The portion of fund balance that is constrained by the government's intent to be used for specific purposes but is neither restricted nor committed. Intent is expressed by the Board of Directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity(Continued)

Fund Balance (Continued)

Unassigned Fund Balance – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District's practice to use the most restrictive classification first.

NOTE 3 CASH AND INVESTMENTS

Cash as of December 31, 2023, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash & Investments	\$ 14
Total Cash	<u>\$ 14</u>

Cash and investments as of December 31, 2023, consist of the following:

Investments	\$ 14
Total Cash	<u>\$ 14</u>

Investments

The District has not adopted a formal investment policy; however, the District follows state statutes regarding investments.

The District generally limits its concentration of investments to those investments which are believed to have minimal credit risk, minimal interest rate risk and no foreign currency risk. Additionally, the District is not subject to concentration risk disclosure requirements or subject to investment custodial risk for investments that are in the possession of another party.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States, certain U.S. government agency securities, and securities of the World Bank
- . General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase and certain reverse repurchase agreements collateralized by certain authorized securities
- . Certain money market funds
- . Guaranteed investment contracts
- . Local government investment pools

As of December 31, 2023, the District has the following investments:

Investment	Maturity	Amount
Colorado Surplus Asset Fund Trust (CSAFE)	Weighted-Average Under 60 Days	\$ 14
		\$ 14

CSAFE

The District invested in the Colorado Surplus Asset Fund Trust (CSAFE) (the Trust), which is an investment vehicle established by state statute for local government entities to pool surplus assets. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust currently offers two portfolios – CSAFE CASH FUND and CSAFE CORE.

CSAFE CASH FUND operations similar to a money market fund, with each share valued at \$1.00. CSAFE may invest in U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain money market funds and highest rated commercial paper, any security allowed under Section 24-75-601.1, C.R.S.

CSAFE CORE, a variable Net Asset Value (NAV) Local Government Investment Pool, offers weekly liquidity and is managed to approximate a \$2.00 transactional share price. CSAFE CORE may invest in securities authorized by Section 24-75-601.1, C.R.S. including U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities certain obligations of U.S. government agencies and highest rated commercial paper.

**THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

CSAFE (Continued)

A designated custodial bank serves as custodian for CSAFE's portfolio pursuant to a custodian agreement. The custodian acts as safekeeping agent for CSAFE's investment portfolio and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by CSAFE. CSAFE CASH FUND is rated AAmmf and CSAFE CORE is rated AAaf/S1 by Fitch Ratings. CSAFE records its investments at amortized cost and the District records its investments in CSAFE using the amortized cost method. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

NOTE 4 NET POSITION

The District has net position consisting of one component – unrestricted.

The unrestricted component of net position is the net amount of assets, deferred outflow of resources, liabilities, and deferred inflows of resources that are not included in the determination of the restricted component of net position.

The District's unrestricted net position as of December 31, 2023 is \$0.

NOTE 5 INTERGOVERNMENTAL AGREEMENTS

The Aurora Highlands Community Authority Board Establishment Agreement

The Districts in connection with the AACMD, ATEC 1, ATEC 2 (collectively, the CAB Districts) entered into the Aurora Highlands Community Authority Board Establishment Agreement first effective November 19, 2019 and subsequently, amended and restated on April 16, 2020, April 27, 2022, and December 15, 2022 (CABEA). The CAB's service area is within the boundaries of The Aurora Highlands master planned development, which is located in Adams County, Colorado, within the City of Aurora (City) and consists of the combined service areas of the CAB Districts. As set forth in the CABEA, the primary purpose of the CAB is to coordinate the development of public improvements for the benefit of the CAB Districts, the residents, and property owners, and to own, operate, and maintain all public improvements within the service area. The members of the Board of Directors for the CAB are appointed by the CAB Districts. The CAB is financially accountable for the CAB Districts and provides administrative services to the CAB Districts listed in the CABEA, but the CAB is not considered a component unit of any other primary governmental entity, including the CAB Districts, nor are any of the CAB Districts considered a component unit of the CAB.

**THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 5 INTERGOVERNMENTAL AGREEMENTS (CONTINUED)

Mill Levy Policy Agreement

Effective June 30, 2020, the CAB and CAB Districts entered into a Mill Levy Policy Agreement, which was amended and restated on December 22, 2021. The Amended and Restated Mill Levy Allocation Policy Agreement sets forth the agreement of the CAB Districts that the respective obligations of each CAB District under the CABEA and the applicable pledge agreements are fair and equitable in light of the benefits received by the CAB Districts. Each CAB District, that is a party to the Amended and Restated Mill Levy Policy Agreement, agrees to cooperate and coordinate with each other to ensure that the mill levies determined by the CAB each year are imposed and transferred to the CAB in accordance with the applicable pledge agreements. The Amended and Restated Mill Levy Policy Agreement shall continue to be in effect until: (a) each CAB District agrees in writing to terminate the agreement; (b) no debt is outstanding; (c) all public improvements owned by the CAB or the CAB Districts have been conveyed to another governmental entity; and (d) all operations and maintenance obligations with respect to such public improvements and all other services performed by the CAB and the CAB Districts have been assumed by another governmental entity.

ARI Mill Levy Intergovernmental Agreement

The District is a party to the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies dated October 12, 2021, (the ARI IGA) with TAH Nos. 2-3, AACMD and Aerotropolis Regional Transportation Authority (ARTA). Pursuant to the ARI IGA, each of the Districts are required to impose an ARI Mill Levy equal to five (5) mills, plus any applicable Gallagher Adjustment, minus any mill levy imposed by ARTA, on all property within their respective boundaries and transfer the revenues derived therefrom to ARTA within sixty (60) days of the receipt thereof for use by ARTA.

During 2023 the District collected \$8,398 of ARI mill levy taxes and transferred \$8,279 of the taxes to ARTA.

Revenue Pledge Agreement

On December 22, 2021, the District and the CAB entered into a Revenue Pledge Agreement (Pledge Agreement). Per the Pledge Agreement, the District is required to impose a debt service mill levy and remit the revenue received to the CAB. The CAB has pledged revenues derived therefrom to the payment of the Series 2021A Special Tax Revenue Refunding and Improvement Bonds (2021 Bonds). The Required Debt Service Mill Levy is required to first be imposed by the District in levy year 2024 (for collection in 2025).

In December 2022, the CAB issued Series 2022B Subordinate Special Tax Revenue Bonds (2022B Bonds) which are secured, in part, by the Pledge Agreement.

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 5 INTERGOVERNMENTAL AGREEMENTS (CONTINUED)

Revenue Pledge Agreement (Continued)

The Pledge Agreement shall remain in effect until the date on which all amounts due with respect to the 2021 Bonds, the 2022B Bonds and other CAB bonds issued in the future have been defeased or paid in full, provided however, that if the payment obligation payable is not paid in full or defeased on such termination date, then the District shall continue to be obligated to levy the Required Debt Service Mill Levy and apply the Pledged Revenue to the repayment of such unpaid payment obligations; provided further, however, that in no event may the District levy its Required Debt Service Mill Levy for longer than fifty (50) years after the year of the initial imposition of the Required Debt Service Mill Levy by the District in accordance with its Service Plans unless the Service Plan is amended to eliminate or extend such imposition term.

The Pledge Agreement additionally requires the District to impose the Required Operations Mill Levy. The District is required to impose 70 mills less the number of mills equal to the Required Debt Service Mill Levy. Such number of mills is subject to adjustment for changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement on or after January 1, 2004, net of the costs of collections and any tax refunds or abatements authorized by or on behalf of the County. The Required Operations Mill Levy will be provided to the CAB for the purpose of funding the CAB's operating costs.

Under the Pledge Agreement, during 2023, the District transferred \$949,442 to the CAB for debt service and operations.

NOTE 6 RELATED PARTIES

The property within the District service area is being developed by AH LLC (Developer) and entities affiliated with the Developer. A significant portion of the property located within the District's service area is owned by entities affiliated with the Developer. Two of the Board members of the District are affiliated with the Developer. As such, these Board members may have conflicts of interest in dealing with the District.

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 7 RISK MANAGEMENT

Except as provided in the Colorado Governmental Immunity Act, the District may be exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees; or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (the Pool). The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery, and workers' compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for liability, property, public officials' liability, and workers' compensation coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

NOTE 8 TAX, SPENDING, AND DEBT LIMITATIONS

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue and debt limitations which apply to the State of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

On November 8, 2016, the voters within the District authorized an increase in property taxes generated from an operations mill levy of up to \$5,000,000 without limitation of rate.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the Emergency Reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases. Since substantially all TABOR eligible funds received by the District are transferred to the CAB, which pays for the District's operations and maintenance costs, an Emergency Reserve is not reflected in the District's financial statements. The Emergency Reserve required by TABOR is maintained by the CAB.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits, will require judicial interpretation.

THE AURORA HIGHLANDS METRO DISTRICT NO. 1

Schedule of Cash Position

June 30, 2024

Updated as of

November 15, 2024

General
Fund

CSAFE

Balance as of 06/30/24		15.23
Subsequent activities:		
07/10/24	Property Tax Receipt	431,507.47
07/15/24	Transfer to TAHCAB	(428,210.97)
07/15/24	Transfer to ARTA	(3,311.73)
07/31/24	Interest Income	252.85
08/10/24	Property Tax Receipt	10,448.81
08/15/24	Transfer to TAHCAB	(10,411.42)
08/15/24	Transfer to ARTA	(37.39)
08/31/24	Interest Income	5.80
09/10/24	Property Tax Receipt	7,417.78
09/15/24	Transfer to TAHCAB	(7,417.78)
09/30/24	Interest Income	6.56
10/10/24	Property Tax Receipt	6,973.64
10/15/24	Transfer to TAHCAB	(7,232.29)
10/31/24	Interest Income	5.35
11/10/24	Property Tax Receipt	6,897.48
11/14/24	Transfer to TAHCAB	(6,897.48)
	<i>Anticipated transfer to TAHCAB</i>	-
	<i>Anticipated transfer to ARTA</i>	-
	Anticipated balance	<u>11.91</u>

Yield Information (10/31/24)

C-Safe 4.96%

CSAFE Account Numbers

**The Aurora Highlands Metro District No.1
Property Taxes Reconciliation
2024**

	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Prior Year		
							Monthly	Y-T-D	Net Amount Received	% of Total Property Taxes Received	
										Monthly	Y-T-D
January	\$ -	\$ -	\$ 4,667.75	\$ -	\$ -	\$ 4,667.75	0.00%	0.00%	\$ 3,401.04	0.20%	0.20%
February	454,268.22	-	6,814.84	-	(6,814.02)	454,269.04	27.78%	27.78%	178,465.85	19.11%	19.31%
March	39,770.43	-	6,788.95	16.95	(596.81)	45,979.52	2.43%	30.21%	37,862.57	3.62%	22.93%
April	673,526.78	54,640.08	6,509.23	-	(10,922.51)	723,753.58	44.53%	74.75%	421,076.03	46.64%	69.57%
May	28,300.50	-	6,291.67	-	(424.50)	34,167.67	1.73%	76.48%	85,126.93	8.82%	78.39%
June	431,332.76	-	6,556.57	89.47	(6,471.33)	431,507.47	26.38%	102.86%	190,735.31	20.78%	99.17%
July	4,847.76	22.76	5,519.01	134.35	(75.07)	10,448.81	0.30%	103.16%	6,324.71	0.10%	99.27%
August	0.79	-	7,416.97	0.03	(0.01)	7,417.78	0.00%	103.16%	8,702.95	0.31%	99.58%
September	-	(468.57)	7,463.30	(28.12)	7.03	6,973.64	-0.03%	103.13%	5,885.04	0.00%	99.58%
October	-	-	6,897.48	-	-	6,897.48	0.00%	103.13%	6,578.22	0.17%	99.75%
November	-	-	-	-	-	-	0.00%	103.13%	5,598.54	0.00%	99.75%
December	-	-	-	-	-	-	0.00%	103.13%	5,071.79	0.00%	99.75%
Total	\$ 1,632,047.24	\$ 54,194.27	\$ 64,925.77	\$ 212.68	\$ (25,297.22)	\$ 1,726,082.74	103.13%	103.13%	\$ 954,828.98	99.75%	99.75%

	Property Tax	Mill Levy	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
General Fund		78.665	\$ 1,622,343	99.22%	\$ 1,673,097.49	103.13%
ARI		0.618	\$ 12,745	0.78%	13,144.02	103.13%
		<u>79.283</u>	<u>\$ 1,635,088</u>	<u>100.00%</u>	<u>\$ 1,686,241.51</u>	<u>103.13%</u>
Specific Ownership Tax						
General Fund			\$ 113,564	100.00%	\$ 65,138.45	57.36%
ARI			-	0.00%	-	0.00%
			<u>\$ 113,564</u>	<u>100.00%</u>	<u>\$ 65,138.45</u>	<u>57.36%</u>
Treasurer's Fees						
General Fund			\$ 24,335	99.22%	\$ 25,100.03	103.14%
ARI			191	0.78%	197.19	103.15%
			<u>\$ 24,526</u>	<u>100.00%</u>	<u>\$ 25,297.22</u>	<u>103.14%</u>

	CAB	ARTA	Total
Beg . Balance	\$ 5,071.79	\$ 0.00	\$ 5,071.79
Current Year	1,713,135.91	12,946.83	1,726,082.74
Transfer - 1/25/24	(5,071.79)	-	(5,071.79)
Transfer - 3/15/24	(455,448.94)	(3,487.85)	(458,936.79)
Transfer - 4/16/24	(45,657.23)	(305.34)	(45,962.57)
Transfer 5/14/24	(718,179.71)	(5,590.82)	(723,770.53)
Transfer - 6/14/24	(33,950.37)	(217.30)	(34,167.67)
Transfer - 7/15/24	(428,195.74)	(3,311.73)	(431,507.47)
Transfer - 08/15/24	(10,411.42)	(37.39)	(10,448.81)
Transfer - 09/15/24	(7,417.78)	-	(7,417.78)
Transfer - 10/15/24	(7,232.29)	-	(7,232.29)
Transfer - 11/14/24	(6,897.48)	-	(6,897.48)
Due to CAB/ARTA	<u>\$ (255.05)</u>	<u>\$ (3.60)</u>	<u>\$ (258.65)</u>

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1

RESOLUTION TO AMEND 2024 BUDGET

WHEREAS, the Board of Directors of The Aurora Highlands Metropolitan District No. 1 adopted the budget and appropriated funds for the 2024 fiscal year as follows:

General Fund	\$1,753,652
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WHEREAS, additional expenditures in the General Fund are necessary resulting in expenditures in excess of appropriations for the 2024 fiscal year; and

WHEREAS, such additional expenditures are contingencies which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, funds are available for such expenditures from unanticipated revenue (other than property taxes) or other surplus funds in the General Fund (or from surplus funds in the General Fund).

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of The Aurora Highlands Metropolitan District No. 1 hereby adopts a supplemental budget and appropriation for the 2024 fiscal year as follows:

General Fund	\$1,801,274
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BE IT FURTHER RESOLVED, that such sums are hereby appropriated for expenditure from any available funds in the General Fund (and from transfers from the General Fund) in accordance with the provisions of §29-1-109, C.R.S.

Dated this 21st day of November, 2024.

THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 1

By: _____
Chair

Attest:

Secretary

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
ANNUAL BUDGET
FOR YEAR ENDING DECEMBER 31, 2025

AURORA HIGHLANDS METRO DISTRICT #1
GENERAL FUND
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,

10/14/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
Property taxes	897,285	1,622,343	1,668,729	1,673,562	3,895,507
Property Taxes From ARI Mill Levy	8,377	12,745	13,110	13,148	28,339
Specific ownership taxes	59,489	113,564	37,629	113,564	233,730
Interest Income	3,165	4,000	500	1,000	1,000
Other Revenue	-	1,000	-	-	5,000
Total revenues	968,316	1,753,652	1,719,968	1,801,274	4,163,576
Total funds available	968,316	1,753,652	1,719,968	1,801,274	4,163,576
EXPENDITURES					
General and administrative					
County Treasurer's Fee	10,497	24,335	25,033	25,033	58,433
County Treasurer's Fee - ARTA	98	191	196	197	425
Contingency	-	1,000	-	-	5,000
Intergovernmental Transfer - ARTA	8,279	12,554	12,913	12,951	27,914
Intergovernmental Transfer - CAB	949,442	1,715,572	1,681,826	1,763,093	4,071,804
Total expenditures	968,316	1,753,652	1,719,968	1,801,274	4,163,576
Total expenditures and transfers out requiring appropriation	968,316	1,753,652	1,719,968	1,801,274	4,163,576
ENDING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**AURORA HIGHLANDS METRO DISTRICT #1
PROPERTY TAX SUMMARY INFORMATION
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
ASSESSED VALUATION					
Residential	\$ 3,081,990	\$ 11,700,950	\$ 11,700,950	\$ 11,700,950	\$ 24,884,060
Agricultural	2,910	12,720	12,720	12,720	40
State assessed	660	2,780	2,780	2,780	3,580
Vacant land	8,397,310	8,597,960	8,597,960	8,597,960	24,269,120
Personal property	85,200	309,030	309,030	309,030	824,680
Certified Assessed Value	<u>\$ 11,568,070</u>	<u>\$ 20,623,440</u>	<u>\$ 20,623,440</u>	<u>\$ 20,623,440</u>	<u>\$ 49,981,480</u>
MILL LEVY					
General	77.760	78.665	78.665	78.665	77.939
ARI	0.726	0.618	0.618	0.618	0.567
Total mill levy	<u>78.486</u>	<u>79.283</u>	<u>79.283</u>	<u>79.283</u>	<u>78.506</u>
PROPERTY TAXES					
General	\$ 899,533	\$ 1,622,343	\$ 1,622,343	\$ 1,622,343	\$ 3,895,507
ARI	8,398	12,745	12,745	12,745	28,339
Levied property taxes	907,931	1,635,088	1,635,088	1,635,088	3,923,846
Adjustments to actual/rounding	(2,269)	-	46,751	51,622	-
Budgeted property taxes	<u>\$ 905,662</u>	<u>\$ 1,635,088</u>	<u>\$ 1,681,839</u>	<u>\$ 1,686,710</u>	<u>\$ 3,923,846</u>
BUDGETED PROPERTY TAXES					
General	\$ 897,285	\$ 1,622,343	\$ 1,668,729	\$ 1,673,562	\$ 3,895,507
ARI	8,377	12,745	13,110	13,148	28,339
	<u>\$ 905,662</u>	<u>\$ 1,635,088</u>	<u>\$ 1,681,839</u>	<u>\$ 1,686,710</u>	<u>\$ 3,923,846</u>

No assurance provided. See summary of significant assumptions.

**THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The Aurora Highlands Metropolitan District No. 1 (“District”) (formerly known as Green Valley Ranch East Metropolitan District No. 2) was organized by Court Order dated November 15, 2004, to provide financing for the construction and installation of public improvements, including streets, traffic safety, water, sanitary sewer, park and recreation, public transportation, mosquito control, fire protection, and television relay improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The District’s service plan does not authorize the District to provide fire protection or television relay services unless the District enters into an intergovernmental agreement with the City of Aurora (City). The District was formed in conjunction with seven other metropolitan districts: Aerotropolis Area Coordinating Metropolitan District (“AACMD”) (formerly known as Green Valley Ranch East Metropolitan District No. 1), The Aurora Highlands Metropolitan District Nos. 2-3 (“TAH Nos. 2-3”) (formerly known as Green Valley Ranch East Metropolitan District Nos. 3-4), Green Valley Ranch Aurora Metropolitan District No. 1 (“GVA No. 1”) (formerly known as Green Valley Ranch East Metropolitan District No. 5), and Green Valley Ranch East Metropolitan District Nos. 6-8 (collectively the “Districts”). The District’s service area is located in Adams County, Colorado, entirely within the City. The Court Order granting the District’s name change to The Aurora Highlands Metropolitan District No. 1 was recorded on August 16, 2017.

On November 2, 2004, the District voters approved a mill levy increase to generate property taxes of up to \$5,000,000 annually to pay, in part, the District’s general cost of operations and maintenance. The mill levy is on all taxable property within the District for collection in 2005 and each year thereafter. Furthermore, the voters authorized the District to collect and expend levied taxes and any other income of the District without regard to any limitations imposed by TABOR. The total debt authorized in 2004 for all services and improvements was \$2,405,000,000. On November 8, 2016, the District voters approved a mill levy increase of up to \$4,000,000,000 annually to pay, in part, the District’s general costs of operations and maintenance. The total debt authorized in 2016 for all services and improvements was \$52,000,000,000. The District’s current service plan limits the total debt issuance to \$4,000,000,000, with a maximum debt mill levy of 50.000 mills.

The District has entered into an intergovernmental agreement with the City detailing the covenants and mutual agreements the District will follow as regards to the financing and construction of the public improvements, and the repayment of the associated debt.

The District has no employees, and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Section 29-1-105, C.R.S., using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual result because events and circumstances frequently do not occur as expected, and those differences may be material.

The budgets are in accordance with the TABOR Amendment limitation. Emergency reserves required under TABOR have been provided.

**THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided (Continued)

AACMD, the City of Aurora and Adams County have established the Aerotropolis Regional Transportation Authority (“ARTA”), pursuant to an intergovernmental agreement entered on February 27, 2018, under the authority of the Regional Transportation Authority Law, Section 43-4-601, *et seq.*, C.R.S., in order to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and funding of regional transportation improvements. Beginning in 2019, ARTA will impose an ARTA Mill Levy on the District. The District will deposit revenues from the ARTA Mill Levy with AACMD to provide for financing of the regional improvements through ARTA. If the ARTA Mill Levy in any given year is less than 5 mills, the District will impose an Aurora Regional Improvements (“ARI”) Mill Levy and will deposit the ARI Mill Levy revenues with AACMD to be spent only pursuant to a Regional Intergovernmental Improvements Agreement.

On November 21, 2019, the ATEC Districts, AACMD and The Aurora Highlands Metropolitan District Nos. 1-3 (collectively, the “CAB Districts”) formed The Aurora Highlands Community Authority Board (“CAB”) pursuant to intergovernmental agreement to govern the relationships between and among the CAB Districts with respect to the financing, construction, and operation of public improvements within their combined service area. On April 27, 2022, the CAB Districts approved the addition of The Aurora Highlands Metropolitan District Nos. 4-6 to the CAB. It is anticipated that one or more of the CAB Districts may enter into additional intergovernmental agreements concerning the financing, construction, and operations of public improvements benefiting the CAB Districts and their residents and owners.

Revenues

Property Taxes

Property taxes are levied by the District’s Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer’s election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

**THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (Continued)

For property tax collection year 2025, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

Category	Rate	Category	Rate	Actual Value Reduction	Amount
Single-Family Residential	6.70%	Agricultural Land	26.40%	Single-Family Residential	\$55,000
Multi-Family Residential	6.70%	Renewable Energy Land	26.40%	Multi-Family Residential	\$55,000
Commercial	27.90%	Vacant Land	27.90%	Commercial	\$30,000
Industrial	27.90%	Personal Property	27.90%	Industrial	\$30,000
Lodging	27.90%	State Assessed	27.90%	Lodging	\$30,000
		Oil & Gas Production	87.50%		

Property Taxes ARI

ARTA imposes a mill levy of 5.000 mills for payment of the planning, design, acquisition, construction, installation, relocation and/or redevelopment and funding of regional transportation improvements as contemplated by ARTA (see “Services Provided” above). The District has agreed to levy an additional 0.567 mills due to a change in calculating the residential assessed valuation.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget at the mill levy adopted by the District, which includes the ARI mill levy.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 6% of the property taxes collected.

**THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Administrative Expenditures

The District is a member of the CAB. The District will transfer its net General Fund revenues to the CAB. In return, the CAB will provide all the administrative and operating expenditures, which include the services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance, banking, and meeting expenses.

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections, including the property taxes collected for ARTA.

Intergovernmental Transfer CAB

On June 30, 2020, the CAB and the CAB Districts entered into the Mill Levy Policy Agreement, which was amended on December 22, 2021. Pursuant to the Amended and Restated Mill Levy Allocation Policy Agreement, the District agrees to ensure that the mill levies determined by the CAB each year are imposed and transferred to the CAB in accordance with the Revenue Pledged Agreement (described below).

On December 22, 2021, the District entered into the Revenue Pledge Agreement (Pledged Agreement) with the CAB as a part of the 2021 Series A and 2021 Series B Bond issuances. Per the Pledge Agreement, the District agrees to pay such portion of their operations and financing costs as may be funded with the District's Pledged Revenue and Subordinate Pledged Revenue to the extent available to the Districts pursuant to the provisions of the Pledged Agreement and the Amended and Restated Mill Levy Allocation Policy Agreement.

Intergovernmental Transfer ARTA

Per the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levy, AACMD requires that the District transfer all revenues derived from ARI Mill Levy to ARTA within sixty (60) days of the District's receipt.

Debt and Leases

The District has no outstanding debt. Additionally, the District has no operating or capital leases.

**THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

Emergency Reserve

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since substantially all TABOR eligible funds received by the District are transferred to the CAB, which pays for the District's operations and maintenance costs, an Emergency Reserve is not reflected in the District's budget. It is reflected in the Emergency Reserve of the CAB.

This information is an integral part of the accompanying budget.

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1

RESOLUTION TO ADOPT 2025 BUDGET

WHEREAS, the Board of Directors (the “**Board**”) of The Aurora Highlands Metropolitan District No. 1 (the “**District**”) has appointed a budget committee to prepare and submit a proposed 2025 budget to the Board at the proper time; and

WHEREAS, such budget committee has submitted the proposed budget to the Board on or before October 15, 2024 for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with law, the budget was open for inspection by the public at a designated place, and a public hearing was held on November 21, 2024, and interested electors were given the opportunity to file or register any objections to the budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, enterprise, reserve transfer 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; and

WHEREAS, whatever decreases may have been made in the revenues, like decreases were made to the expenditures so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 1:

1. That estimated expenditures for each fund are as follows:

General Fund:		\$	4,163,576
	Total	\$	4,163,576

2. That estimated revenues are as follows:

<u>General Fund:</u>			
From unappropriated surpluses		\$0	
From fund transfers		\$0	
From sources other than general property tax		\$239,730	
From general property tax		\$3,895,507	
From ARI Mill Levy property tax		\$28,339	
	Total	\$	4,163,576

3. That the budget, as submitted, amended and herein summarized by fund, be, and the same hereby is, approved and adopted as the budget of the District for the 2025 fiscal year.

4. That the budget, as hereby approved and adopted, shall be certified by the Treasurer and/or President of the District to all appropriate agencies and is made a part of the public records of the District.

TO SET MILL LEVIES

WHEREAS, the amount of money from property taxes necessary to balance the budget for general operating expenses is \$3,895,507; and

WHEREAS, the amount of excess property taxes necessary to balance the budget for general operating expenses (ARI Mill Levy) is \$28,339; and

WHEREAS, the 2024 valuation for assessment of the District, as certified by the County Assessor, is \$49,981,480.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 1:

1. That for the purpose of meeting all general operating expenses of the District during the 2025 budget year, there is hereby levied a property tax, inclusive of the mill levy for refunds and abatements, of 77.939 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$3,895,507.

2. That for the purpose of meeting all general operating expenses (ARI Mill Levy) of the District during the 2024 budget year, there is hereby levied a property tax, inclusive of the mill levy for refunds and abatements, of 0.567 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$28,339.

3. That the Treasurer and/or President of the District is hereby authorized and directed to immediately certify to the County Commissioners of Adams County, Colorado, the mill levies for the District as hereinabove determined and set, or as adjusted, if necessary, upon receipt of the final (December) certification of valuation from the county assessor in order to comply with any applicable revenue and other budgetary limits.

TO APPROPRIATE SUMS OF MONEY

WHEREAS, the Board has made provision in the budget for revenues in an amount equal to the total proposed expenditures as set forth therein; and

WHEREAS, 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, as more fully set forth in the budget, including any inter-fund transfers listed therein, so as not to impair the operations of District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Aurora Highlands Metropolitan District No. 1 that the following sums are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated in the budget:

General Fund:	\$ 4,163,576
Total	\$ 4,163,576

Adopted this 21st day of November, 2024.

THE AURORA HIGHLANDS METROPOLITAN
DISTRICT NO. 1

By: _____
Chair

Attest:

Secretary

CERTIFICATION OF BUDGET

TO: THE DIVISION OF LOCAL GOVERNMENT

This is to certify that the budget, attached hereto, is a true and accurate copy of the budget for The Aurora Highlands Metropolitan District No. 1, for the budget year ending December 31, 2025, as adopted on November 21, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of The Aurora Highlands Metropolitan District No. 1, Adams County, Colorado, this 21st day of November, 2024.

Chair



November 18, 2024

To the Board of Directors and Management
Aurora Highlands Metropolitan District No. 1
Adams County, Colorado

We are pleased to propose audit services and to confirm our understanding of the services we are to provide Aurora Highlands Metropolitan District No. 1 (the District) for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and each major fund, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. If the District elects to omit MD&A our report will contain a statement that the District has omitted the MD&A. The Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General fund, will be subjected to the procedures applied in the audit of the basic financial statements.

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information, as applicable, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Schedule of Assessed Valuation, Mill Levy, and Property Taxes Collected

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether the District's financial statements are fairly presented, in all material respects in conformity with GAAP, and report on the fairness of any supplementary information when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Fiscal Focus Partners, LLC

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning. According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of the financial statements, all financial records and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any condition or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

You are responsible for the preparation of any supplementary information in conformity with accounting principles general accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees or consultants will prepare the financial statements and all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Fiscal Focus Partners, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an applicable regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Fiscal Focus Partners, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to an applicable regulator or its designee. The applicable regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on a date mutually agreed to by your accountants and our firm, and to issue our reports no later than July 31, 2025, or September 30, 2025 if the District is eligible for, and management requests, an extension of time from state auditor. If the originally scheduled audit commencement date is not met due to delays in availability of required information and rescheduling is necessary, we will advise you of any change in anticipated report issuance dates. Lisa Pastore or Heather Prewitt will be the engagement partner and will be responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our audit engagement commences when all information necessary to conduct the audit is available and provided to us, and ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. This engagement agreement may be cancelled by you or by us upon written notice provided at least 60 days prior to engagement commencement.

Our fee for these services will be \$5,800 plus out-of-pocket costs (such as postage, mileage, etc.). Our invoice for these fees will be rendered upon completion of fieldwork and issuance of draft financial statements, and is payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may 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 upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel, contractors, and professionals, and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the District's Board of Directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Aurora Highlands Metropolitan District No. 1 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Fiscal Focus Partners, LLC

Fiscal Focus Partners, LLC

RESPONSE:

This letter correctly sets forth the understanding of Aurora Highlands Metropolitan District No. 1.

Authorized signature: _____ Title: _____

Date: _____

THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1

A RESOLUTION CALLING FOR THE 2025 REGULAR DISTRICT ELECTION AND APPOINTING A DESIGNATED ELECTION OFFICIAL

WHEREAS, The Aurora Highlands Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1, C.R.S.; and

WHEREAS, the terms of office of Directors English and Westmoreland expire after the successors are elected at the regular special district election to be held on May 6, 2025 (“**Election**”) and have taken office; and

WHEREAS, in accordance with the provisions of the Special District Act (the “**Act**”) and the Colorado Local Government Election Code (the “**Code**”) (the Act and the Code being referred to jointly as the “**Election Laws**”), the Election must be conducted to elect two (2) Directors to serve for a term of four years.

NOW, THEREFORE, be it resolved by the Board of Directors of The Aurora Highlands Metropolitan District No. 1 in Adams County, State of Colorado that:

1. The regular election of the eligible electors of the District shall be held on May 6, 2025, between the hours of 7:00 a.m. and 7:00 p.m. pursuant to and in accordance with the Election Laws, and other applicable laws. At that time, two (2) Directors may be elected to serve a four-year term.
2. The Election shall be conducted as a mail ballot election in accordance with all relevant provisions of the Election Laws. The Designated Election Official shall prepare the Plan for conducting the mail ballot Election. There shall be no election precinct or polling place. All mail ballots shall be returned to the Designated Election Official at the address designated in the Mail Ballot Plan.
3. The District’s Board of Directors (the “**Board**”) hereby designates Sarah H. Luetjen as the Designated Election Official for the conduct of the Election on behalf of the District and she is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Election Laws or other applicable laws. Among other matters, the Designated Election Official shall provide the call for nominations, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election, printing of ballots, and direct that all other appropriate actions be accomplished.
4. Self-Nomination and Acceptance forms are available from the Designated Election Official via email: sluetjen@cegrlaw.com. All candidates must file a Self-Nomination and Acceptance form with the Designated Election Official no earlier than January 1, 2025, nor later than the close of business on Friday, February 28, 2025.

5. If the only matter before the electors is the election of Directors of the District and if, at the close of business on March 4, 2025, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent no later than March 3, 2025, 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 the Code.

6. 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's intention that the various provisions hereof are severable.

7. Any and all actions previously taken by the Designated Election Official, the Secretary of the Board, or any other persons acting on their behalf pursuant to the Election Laws or other applicable laws, are hereby ratified and confirmed.

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

9. The provisions of this Resolution shall take effect immediately.

ADOPTED this 21st day of November, 2024.

THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 1

By: _____
Chair

ATTEST:

Secretary

Renewal Documents and Invoice 1/1/2025 to EOD 12/31/2025

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2025.

The following renewal documents are attached where applicable:

1. Invoice: Payment is due by January 1, 2025. Please return a copy of the invoice with your payment to ensure it is applied correctly. We have attached Payment Instructions providing details on how to make payment and when cancellation could occur.
2. Comparison of Annual Contributions.
3. Deductible Options:
 - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
 - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
5. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at csdpool.org/documents by January 1, 2025.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to each Certificate Holder when applicable.
8. Automobile identification cards: Hard copies will be mailed when applicable.



Property and Liability Coverage Invoice

Named Member:

The Aurora Highlands Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
25PL-61772-1751	61772	1/1/2025	EOD 12/31/2025	9/25/2024

Coverage	Contribution
General Liability	\$ 546.00
Crime	\$ 163.00
Non-Owned Auto Liability	\$ 132.00
Hired Auto Physical Damage	\$ 65.00
No-Fault Water Intrusion & Sewer Backup	\$ 35.00
Public Officials Liability	\$1,163.00
Pollution	\$ 0.00

Total Contribution	\$2,104
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Please note: where included above, Hired Auto Physical Damage, Non-Owned Auto Liability, and No-Fault Water Intrusion & Sewer Backup are mandatory coverages and may not be removed.

The following discounts are applied (Not applicable to minimum contributions):

10% Direct Discount

8% Multi Program Discount for WC Program Participation

Payment Due by January 1, 2025

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Please remit to: Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
PO Box 1539
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#).
Refer to Payment Instructions page for additional options
billing@csdpool.org
800-318-8870 ext. 3



Payment Instructions

We accept the following payment methods:

1. Online using **E-Bill Express** (www.e-billexpress.com/ebpp/CSDPool). For detailed instructions, please click [here](#) or go to csdpool.org/documents. You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.

2. Mail your check to:

Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
PO Box 1539
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
5400 Meadows Road, Suite 240
Lake Oswego, OR 97035

To ensure your payment is accurately applied, always include a copy of the invoice.

3. Wire or ACH transfer from your own bank account. Let us know if you wish to use this method and we will be happy to provide you with these instructions.

In accordance with the Intergovernmental Agreement (IGA), you have sixty (60) days after the due date shown on the invoice to make your contribution payment. If you fail to make payment, automatic cancellation of coverage will occur on the 61st day. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at sdaco.org for member information.

Please contact us at billing@csdpool.org or 800-318-8870 ext. 3 for billing questions.

Annual Comparison of 2025 and 2024 contributions.
Loss Ratios based on participation years from 2016 to 2023

The Aurora Highlands Metropolitan District No. 1

Year	Contribution
2025	\$2,104.00
2024	\$2,101.00
Difference	\$3.00
% Difference	0.14%

General Liability	Contribution	TOE
Yr. 2025	\$546.00	\$15,000.00
Yr. 2024	\$546.00	\$15,000.00
Difference		NaN
% Difference		0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2025	\$0.00
Yr. 2024	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2025	\$132.00	0
Yr. 2024	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2025	\$163.00
Yr. 2024	\$160.00
Difference	\$3.00
% Difference	1.88%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2025	\$65.00	\$0.00
Yr. 2024	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2025	\$1,163.00	0
Yr. 2024	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2025	\$0.00	\$0.00
Yr. 2024	\$0.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2025	\$0.00
Yr. 2024	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2025	\$0.00
Yr. 2024	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2025	\$0.00
Yr. 2024	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2025	\$35.00
Yr. 2024	\$35.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%



2025 Excess Liability Options Proposal

This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

Named Member: The Aurora Highlands Metropolitan District No. 1

Certificate Number: 25PL-61772-1751

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$330	\$330
\$2,000,000	\$570	\$570
\$3,000,000	\$810	\$810
\$4,000,000	\$1,020	\$1,020
\$5,000,000	\$1,250	\$1,250
\$6,000,000	\$1,500	\$1,500
\$7,000,000	\$1,750	\$1,750
\$8,000,000	\$2,000	\$2,000

Note: This is not your Coverage Document. It was created solely for informational purposes.

9/25/2024



Public Entity Liability and Auto Physical Damage Certificate Holder Declaration

Master Coverage Document Number: CSD Pool CTC 01 01 25 and CSD Pool PEL 01 01 25

Certificate Number: 25PL-61772-1751

Coverage Period: 1/1/2025 to EOD 12/31/2025

Named Member:

The Aurora Highlands Metropolitan District No. 1
 c/o CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111

Broker of Record:

Highstreet TCW Risk Management
 384 Inverness Parkway
 Suite 170
 Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None	None	\$546
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$\$100,000	Included
Pre Loss Legal Assistance	\$5,000	\$10,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$35
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	No Coverage	No Coverage	N/A	No
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
Auto Physical Damage	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included

Total Contribution \$1,941

*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$\$100,000 each occurrence.

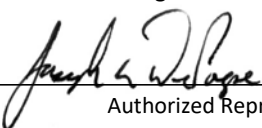
**A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

**A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

***No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

Additional Endorsements applicable to Member:

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:  _____
 Authorized Representative

Crime Certificate Holder Declaration

Master Coverage Document Number: J05931794
Certificate Number: 25PL-61772-1751

Insurer: Federal Insurance Company (Chubb)
Coverage Period: 1/1/2025 to EOD 12/31/2025

Named Member:

The Aurora Highlands Metropolitan District No. 1
 c/o CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111

Broker of Record:

Highstreet TCW Risk Management
 384 Inverness Parkway
 Suite 170
 Englewood, CO 80112

Covered Designated Agent(s):

Coverages and Limits:

Employee Theft:	\$10,000
<ul style="list-style-type: none"> · Limit is maximum for each loss · Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer. · Includes funds from a sponsored benefit plan. 	
Public Official Faithful Performance of Duty:	\$10,000
Client Theft:	\$10,000
Forgery or Alteration:	\$10,000
On Premises:	\$10,000
In Transit:	\$10,000
Computer System Fraud:	\$10,000
Funds Transfer Fraud:	\$10,000
Debit, Credit or Charge Card Fraud:	\$10,000
Money Orders and Counterfeit Paper Currency Fraud:	\$10,000
Social Engineering Fraud:	\$10,000

Deductible(s):

All Crime except Social Engineer Fraud:	\$250
Social Engineering Fraud:	20% of Social Engineering Fraud Limit

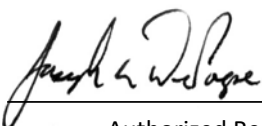
Contribution:

\$163

Policy Forms:

PF-52815 (04/20)	The Chubb Primary SM Commercial Crime Insurance
MS-372431 (02/24)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (02/21)	Colorado Amendatory Endorsement
MS-371960.3 (09/23)	Social Engineering Fraud Official Authorization Endorsement

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.

Countersigned by: 

 Authorized Representative



Identity Recovery Certificate Holder Declaration

Master Coverage Policy Number:

CSD 2009 CP IDR Form 01 01 21

Insurer:

The Hartford Steam Boiler Inspection
and Insurance Company

Certificate Number: 25PL-61772-1751

Coverage Period: 1/1/2025 to EOD 12/31/2025

Named Member:

The Aurora Highlands Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Member:

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

Coverage:

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

Annual Aggregate Limit per Member: \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

Sub Limits:

\$5,000	Lost Wages and Child/Elder Care
\$1,000	Mental Health Counseling
\$1,000	Miscellaneous Expenses

Coverage Trigger: Coverage is provided on a discovery basis with a 60-day reporting requirement

Claims: For Recovery Assistance and Counseling, please call 1-800-945-4617

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.

Countersigned by:

A handwritten signature in black ink, appearing to read "Joseph L. W. Page", is written over a horizontal line.

Authorized Representative



Environmental Legal Liability Certificate Holder Declaration

Master Policy Number: ER00A9V25

Certificate Number: 25PL-61772-1751

Named Member:

The Aurora Highlands Metropolitan District
No. 1
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Insurer: Aspen Specialty Insurance Company

Coverage Period: 1/1/2025 to EOD 12/31/2025

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
 - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
 - b. **Emergency Response:** Covers emergency response cost resulting from a
 - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
 - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
 - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.

2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
 - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
 - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
 - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
 - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

Limits of Liability: \$1,000,000 Each Pollution Incident
 \$5,000,000 Total Policy and Program Aggregate – Shared All Members
 Sublimits: \$500,000 Environmental Crisis Aggregate
 \$250,000 Business Interruption Aggregate
 \$100,000 Perfluorinated Compounds Aggregate

Member Deductible: \$1,000 Each Pollution Incident

Retroactive Date: January 1, 2009 (unless otherwise specified)
Defense Costs: Legal defense expenses and settlement shall erode the Limits of Liability

Partial List of Exclusions:

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

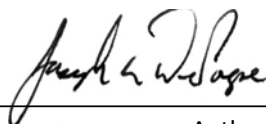
Policy Forms:

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

Additional Endorsements Applicable to Named Member:

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V23 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.

Countersigned by:



Authorized Representative

**General Liability Schedule
Metropolitan District**

Policy Number: 25PL-61772-1751
Named Member: The Aurora Highlands Metropolitan
District No. 1

Coverage Period: 1/1/2025 – EOD 12/31/2025
Broker: Highstreet TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total	0.00	1/1/2025	12/31/2025
2	2-Number of Diving Boards	Total	0.00	1/1/2025	12/31/2025
3	3-Number of Water Slides	Total	0.00	1/1/2025	12/31/2025
4	4-Maximum Bond Issued	Dollars	0.00	1/1/2025	12/31/2025
5	5-Number of Bonds Issued	Total	0.00	1/1/2025	12/31/2025
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2025	12/31/2025
30	30-Number of EMT Personnel	Total	0.00	1/1/2025	12/31/2025
32	32-Paid Firefighters - Non-EMT	Total	0.00	1/1/2025	12/31/2025
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2025	12/31/2025
39	39-Pipe Line	Miles	0.00	1/1/2025	12/31/2025
42	42-Pipe Line - Sewer	Miles	0.00	1/1/2025	12/31/2025
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles	0.00	1/1/2025	12/31/2025
50	50-Number of Teachers	Total	0.00	1/1/2025	12/31/2025
70	70-Number of Golf Courses	Total	0.00	1/1/2025	12/31/2025
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2025	12/31/2025
98	98-Additional First Named Members	Total	0.00	1/1/2025	12/31/2025
105	105-Total Operating Expenses - Any other	Dollars	15,000.00	1/1/2025	12/31/2025
130	130-Total Operating Expenses - Park & Recreation	Dollars	0.00	1/1/2025	12/31/2025
131	131-Total Operating Expenses - Cemetery	Dollars	0.00	1/1/2025	12/31/2025

132	132-Total Operating Expenses - Soil & Water Conservation	Dollars	0.00	1/1/2025	12/31/2025
133	133-Total Operating Expenses - Pest Control	Dollars	0.00	1/1/2025	12/31/2025
134	134-Total Operating Expenses - Hospital / Health	Dollars	0.00	1/1/2025	12/31/2025
135	135-Total Operating Expenses - Drainage	Dollars	0.00	1/1/2025	12/31/2025
136	136-Total Operating Expenses - Library	Dollars	0.00	1/1/2025	12/31/2025
137	137-Total Operating Expenses - Water Control	Dollars	0.00	1/1/2025	12/31/2025
138	138-Total Operating Expenses - Fire / Ambulance	Dollars	0.00	1/1/2025	12/31/2025
139	139-Total Operating Expenses - Water	Dollars	0.00	1/1/2025	12/31/2025
140	140-Total Operating Expenses - Irrigation	Dollars	0.00	1/1/2025	12/31/2025
141	141-Total Operating Expenses - Sanitation	Dollars	0.00	1/1/2025	12/31/2025
142	142-Total Operating Expenses - Transit	Dollars	0.00	1/1/2025	12/31/2025
143	143-Total Operating Expenses - Improvement	Dollars	0.00	1/1/2025	12/31/2025
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2025	12/31/2025
215	215-Buildings & Premises Occupied by District	Sq. Ft.	0.00	1/1/2025	12/31/2025
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total	0.00	1/1/2025	12/31/2025
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2025	12/31/2025
331	331-Number of Paid Firefighters - Full-Time	Total	0.00	1/1/2025	12/31/2025
332	332-Number of Paid Firefighters - Part-Time	Total	0.00	1/1/2025	12/31/2025
333	333-Number of Volunteer Firefighters	Total	0.00	1/1/2025	12/31/2025
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2025	12/31/2025
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2025	12/31/2025
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2025	12/31/2025
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2025	12/31/2025
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2025	12/31/2025

345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2025	12/31/2025
348	348-Number of Board Members	Total	5.00	1/1/2025	12/31/2025
350	350-Number of Permanent Employees - Full-Time	Total	0.00	1/1/2025	12/31/2025
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2025	12/31/2025
366	366-Total Payroll	Dollars	0.00	1/1/2025	12/31/2025
400	400-Number of Boats - Under 26'	Total	0.00	1/1/2025	12/31/2025
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL	0.00	1/1/2025	12/31/2025
414	414-Playground/parks (Area)	Acres	0.00	1/1/2025	12/31/2025
415	415-Number of Grandstands/Stadiums	Total	0.00	1/1/2025	12/31/2025
420	420-Vacant Land	Acres	0.00	1/1/2025	12/31/2025
450	450-Miles of Road Maintained	Miles	0.00	1/1/2025	12/31/2025
522	522-Number of Ponds, Lakes & Reservoirs	Total	0.00	1/1/2025	12/31/2025
550	550-Fire Department Area Served	Sq Miles	0.00	1/1/2025	12/31/2025
671	671-Number of Parks	Total	0.00	1/1/2025	12/31/2025
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2025	12/31/2025
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2025	12/31/2025
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2025	12/31/2025
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2025	12/31/2025
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2025	12/31/2025
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2025	12/31/2025
811	811-Number of Spillways	Total	0.00	1/1/2025	12/31/2025
900	900-Services Contracted out to Others	Dollars	0.00	1/1/2025	12/31/2025
924	924-Revenue from use of Swimming Pools	Dollars	0.00	1/1/2025	12/31/2025
925	925-Number of Swimming Pools	Total	0.00	1/1/2025	12/31/2025

945	945-Number of Sewage Taps	Total	0.00	1/1/2025	12/31/2025
946	946-Number of Water Mains or Connections	Total	0.00	1/1/2025	12/31/2025
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars	0.00	1/1/2025	12/31/2025
948	948-Water Line Maintenance (budget)	Dollars	0.00	1/1/2025	12/31/2025
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total	0.00	1/1/2025	12/31/2025
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total	0.00	1/1/2025	12/31/2025
999	999-Prior Acts Coverage Under a Previous "Claims Made" Policy	Premium	0.00	1/1/2025	12/31/2025

If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.



CERTIFICATE OF COVERAGE

Certificate Number
CERT-008849

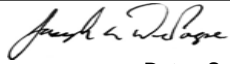
ADMINISTRATOR Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
NAMED MEMBER The Aurora Highlands Metropolitan District No. 1 c/o CliftonLarsonAllen LLP 8390 East Crescent Parkway, Suite 300 Greenwood Village, CO 80111-2814	COMPANIES AFFORDING COVERAGE COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C:

COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	25PL-61772-1751	01/01/25	12/31/25	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.		Each Occurrence*	\$2,000,000	
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property <input type="checkbox"/>					

Description:
Evidence of coverage only.

CERTIFICATE HOLDER To Whom It May Concern	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS. AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe  Date: September 25, 2024
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TCW Risk Management

384 Inverness Parkway Suite 170
Englewood, CO 80112
(303) 368-5757
tcwinfo@tcwrm.com

Invoice # 14235		Page 6 1 of 1
Account Number	Date	
AUROHIG-03	10/9/2024	
BALANCE DUE ON		
1/1/2025		
AMOUNT PAID	Amount Due	
	\$695.00	

The Aurora Highlands Metropolitan District No. 1 fka Green Valley Ranch East MD No. 2

c/o CliftonLarsonAllen, LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Commercial Package	PolicyNumber: 617721751	Effective: 1/1/2025 to 1/1/2026
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Item #	Eff Date	Due Date	Type	Description	Amount
88684	1/1/2025	1/1/2025	FEEA	2025 Agency Fee	\$695.00
Total Invoice Balance:					\$695.00

Workers' Compensation Coverage Invoice

District: The Aurora Highlands Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111-2814

Broker: Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage No.		Entity ID		Effective Date		Expiration Date		Invoice Date
25WC-61772-0692		61772		1/1/2025		EOD 12/31/2025		8/7/2024
Class Code	Description	No. of Employees		No. of Volunteers	2025 Rate	2025 Estimated Employee Payroll	2025 Estimated Volunteer Payroll	Estimated Manual Contribution
		FT	PT					
8811	Board Member Coverage	0	0	5	0.7540		\$6,000.00	\$45.00

Manual Contribution:			\$45.00
Experience Modification:	×		1.00
Modified Contribution:	=		\$45.00
Minimum Contribution:			\$450.00
Contribution Volume Credit:	-		\$0.00
Designated Provider Discount:	-		\$0.00
Cost Containment Credit:	×		1.00
Manual Adjustment:	×		
Multi-Program Discount:	×		1.00
Estimated Annual Contribution:			\$450.00
Pro Rata Factor:	×		1.00
Total Estimated Contribution:	=		\$450.00
Total Amount Due:			\$450.00

Estimated payroll is subject to yearend audit.
Commission \$27.00 (9% first year and 6% thereafter) paid to the broker reflected above.

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Please remit to: Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
PO Box 1539
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)
Refer to Payment Instructions page for additional options
billing@csdpool.org
800-318-8870 ext. 3



Workers' Compensation and Employer's Liability Declarations Page

Coverage Number: 25WC-61772-0692
Coverage Period: 1/1/2025 — EOD 12/31/2025

FEIN: 41-2164012
Entity ID: 61772

Named Member:

The Aurora Highlands Metropolitan District
 No. 1
 c/o CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111-2814

Broker of Record:

Highstreet TCW Risk Management
 384 Inverness Parkway
 Suite 170
 Englewood, CO 80112

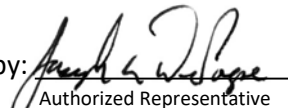
Coverage is provided for only those coverages and classifications indicated below.

State: Colorado
Limits of Liability: Coverage A Workers' Compensation Statutory
 Coverage B Employer's Liability \$2,000,000
Annual Contribution: \$450

Class	Description	2025 Estimated Employee Payroll	2025 Estimated Volunteer Payroll
8811	Board Member Coverage		\$6,000.00

This Declarations page is made and is mutually accepted by the Pool and Named Member subject to all terms that are made a part of the Workers' Compensation Coverage Document. This Declarations page represents only a brief summary of coverages. Please refer to the Coverage Document at csdpool.org for actual coverages, terms, conditions, and exclusions. Named Member must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement.

Countersigned by:


 Authorized Representative
 Colorado Special Districts Property and Liability Pool

Date: 8/7/2024



Important Notice Regarding Board Member Only (BMO) Coverage Contribution

Effective January 1, 2025, a minimum quarterly contribution for Board Member Only (BMO) Coverage has been implemented. This means if BMO coverage is made effective during in the first quarter, regardless of effective date, members' contribution will be \$450 with a broker or \$445 without a broker. Similarly, the contribution will be adjusted based on the quarter in which the coverage becomes effective, as shown below:

Quarter <i>Effective Date</i>	Estimated Annual Contribution	
	Broker	Direct
Q1 (Jan-Mar)	\$450	\$445
Q2 (Apr-Jun)	\$340	\$335
Q3 (Jul-Sep)	\$225	\$220
Q4 (Oct-Dec)	\$115	\$110

For cancellations, the refund amount will be subject to the refund table below and other coverage provisions.

Coverage Effective	Cancellation	Estimated Refund w/ broker	Estimated Refund w/o broker
Q1	Q1	\$335	\$330
	Q2	\$225	\$220
	Q3	\$110	\$105
	Q4	\$0	\$0
Q2	Q1	-	-
	Q2	\$225	\$220
	Q3	\$115	\$110
	Q4	\$0	\$0
Q3	Q1	-	-
	Q2	-	-
	Q3	\$110	\$105
	Q4	\$0	\$0
Q4	Q1	-	-
	Q2	-	-
	Q3	-	-
	Q4	\$0	\$0



Payment Instructions

The contribution for coverage with the Pool is due upon receipt of this invoice. We accept the following payment methods:

1. Online using **E-Bill Express** (www.e-billexpress.com/ebpp/CSDPool). For detailed instructions, please click [here](#) or go to csdpool.org/documents. You can also find an FAQ Overview [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:

Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
PO Box 1539
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
5400 Meadows Road, Suite 240
Lake Oswego, OR 97035

To ensure that your payment is accurately applied, please always include a copy of the invoice.

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60th day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at sdaco.org for member information.

Please contact us at billing@csdpool.org or 800-318-8870 ext. 3 for billing questions.



Date: September 28, 2024

Special Districts Public Management Services Statement of Work

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Aurora Highlands Metropolitan District No. 1 ("you," "your," "board of directors" or "the district") dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2025 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.

Scope of 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 and 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
- Under 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
- Under 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, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.

Fees and terms

Billing rates guaranteed through ***December 31, 2025***:

Services performed by	Rate per hour
Principal / Signing Director	\$330-\$475
Public Manager	\$190-\$265
Analyst / Assistant	\$155-\$190
District Administrator	\$150-\$190
Records Retention Professional	\$110-\$160

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

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.

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 to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Denise Denslow
Principal

3039039760
denise.denslow@claconnect.com

Response

This SOW correctly sets forth the understanding of Aurora Highlands Metropolitan District No. 1 and is accepted by:

CLA
CLA

Denise Denslow

Denise Denslow, Principal

SIGNED 10/6/2024, 3:33:15 PM CDT

Client

Aurora Highlands Metropolitan District No. 1

SIGN:

Michael Sheldon

DATE:



Special Districts Preparation Statement of Work

Date: October 19, 2023

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. 1 (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of professional services

Jason Carroll is responsible for the performance of the preparation engagement and other services identified in this agreement. 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 quarterly 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 monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- 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
- 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 on 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 quarterly 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 quarterly 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 quarterly 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 (SSARSS) 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 quarterly 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 quarterly 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 and terms

Billing rates guaranteed through **December 31, 2024**:

Services performed by	Rate per hour
Principal	\$300-\$600
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$290
Senior	\$150-\$220
Staff	\$130-\$190
Administrative Support	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

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.

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 to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Jason Carroll
Managing Principal of Office
303-265-7835
jason.carroll@CLAconnect.com

Response

This SOW correctly sets forth the understanding of Aurora Highlands Metropolitan District No. 1 and is accepted by:

CLA
CliftonLarsonAllen LLP

Jason Carroll

Jason Carroll, Managing Principal of Office

SIGNED 10/19/2023, 8:57:44 PM UTC

Client
Aurora Highlands Metropolitan District No. 1

Michael sheldon

Michael Sheldon, President

SIGNED 2/16/2024, 9:19:43 PM UTC

Special Districts Preparation Statement of Work	Pages: 10	Status: Done
Parties: 2	Variables: 29	Secrets: 0
Certificate pages: 1	Audit log pages: 0	Attachments: 0
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Michael Sheldon	IP Address: 73.3.236.43	Viewed: 2/16/2024, 9:18:57 PM UTC
michael@msheldonlaw.com	Signing location: On platform	Signed: 2/16/2024, 9:19:43 PM UTC
User ID: AXrom49fYQMoFYMtaX85U0p8bgq1		

Michael sheldon

Electronic record and signature disclosure

Jason Carroll	IP Address: 165.225.10.153	Viewed: 10/19/2023, 8:57:33 PM UTC
jason.carroll@CLAconnect.com	Signing location: On platform	Signed: 10/19/2023, 8:57:44 PM UTC
User ID: 2s2UDzSF6sciePgprxtoaTNuJg1		

Jason Carroll

Electronic record and signature disclosure