

**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
AEROTROPOLIS AREA COORDINATING  
METROPOLITAN DISTRICT  
HELD  
APRIL 16, 2020**

A special meeting of the Board of Directors of the Aerotropolis Area Coordinating Metropolitan District, County of Adams (referred to hereafter as the “Board”) was convened on Thursday, April 16, 2020, at 3:00 p.m., at the Aurora Highlands Construction Trailer, 4271 North Gun Club Road, Aurora, Colorado 80019. Due to concerns related to COVID-19, Ms. Shearon was the only individual present at the physical location, all other participants attended by GoToMeeting at <https://global.gotomeeting.com/join/645829749> and teleconference at **United States (Toll Free): 1 877 568 4106 - One-touch: tel: +18775684106, 645829749# United States: +1 (224) 501-3216 - One-touch: tel: +12245013216,645829749# Access Code: 645-829-749**

The meeting was open to the public via both means.

**Directors In Attendance Were:**

Matt Hopper  
Carla Ferreira  
Michael Sheldon  
Cynthia (“Cindy”) Shearon

The Board acknowledged the resignation of Brue Rau from the Board.

**Also In Attendance Was:**

MaryAnn McGeady, Esq., Elisabeth Cortese, Esq., Jon Hoistad, Esq., and Drew Rippey, Esq.; McGeady Becher P.C.  
Todd Johnson; Terra Forma Solutions, Inc.  
Debra Sedgeley, Denise Denslow and Anna Jones; CliftonLarsonAllen LLP  
Deanna Hopper and Kathleen Sheldon; Board Members of ATEC Metropolitan District Nos. 1 and 2 and The Aurora Highlands Community Authority Board (“CAB”)  
Matt Ruhland, Esq.; Collins Cockrel & Cole  
Rita Connerly, Esq.; Fairfield and Woods P.C.  
Creig Veldhuizen; Piper Sandler & Co.  
Kamille Curylo, Esq. and Kristine Lay, Esq.; Kutak Rock LLP  
Brooke Hutchins; D.A. Davidson & Co.

**ADMINISTRATIVE  
MATTERS**

**Disclosure of Potential Conflicts of Interest:** Attorney McGeady discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members

of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors as required by statute. No new conflicts were disclosed.

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

Following discussion, upon motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote unanimously carried, the Agenda was approved, as amended to remove certain items from consideration.

**Approval of Meeting Location:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried, the Board determined that because there was not a suitable or convenient location within the District boundaries to conduct this meeting, it was determined to conduct the meeting at the above-stated date, time and location. It was reported that notices were duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries have been received.

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

- None.

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**LEGAL MATTERS** **CAB First Amended and Restated Establishment Agreement between and among Aerotropolis Area Coordinating Metropolitan District (the "District"), The Aurora Highlands Metropolitan District Nos. 1, 2 and 3 and ATEC Metropolitan District Nos. 1 and 2:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote unanimously carried by roll call, the Board approved the CAB First Amended and Restated Establishment Agreement between and among the District, The Aurora Highlands Metropolitan District Nos. 1, 2 and 3 and ATEC Metropolitan District Nos. 1 and 2.

**Inclusion Agreement (Aurora Tech Center Holdings, LLC) by and between the District and Aurora Tech Center Holdings, LLC:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote unanimously carried by roll call, the Board approved the Inclusion Agreement (Aurora Tech Center Holdings, LLC) by and between the District and Aurora Tech Center Holdings, LLC.

**Inclusion Agreement (Aurora Highlands Holdings, LLC) by and between the District and Aurora Highlands Holdings, LLC:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote unanimously carried by roll call, the Board approved the Inclusion Agreement (Aurora Highlands Holdings, LLC) by and between the District and Aurora Highlands Holdings, LLC.

**Inclusion Agreement (Aurora Highlands, LLC) by and between the District and Aurora Highlands, LLC:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote unanimously carried by roll call, the Board approved the Inclusion Agreement (Aurora Highlands, LLC) by and between the District and Aurora Highlands, LLC.

**Inclusion Agreement (GVR King Commercial, LLC) by and between the District and GVR King Commercial, LLC:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote unanimously carried by roll call, the Board approved the Inclusion Agreement (GVR King Commercial, LLC) by and between the District and GVR King Commercial, LLC.

**Inclusion Agreement (SJSA Investments, LLC) by and between the District and SJSA Investments, LLC:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote unanimously carried by roll call, the Board approved the Inclusion Agreement (SJSA Investments, LLC) by and between the District and SJSA Investments, LLC.

**Inclusion Agreement (GVR King LLC) by and between the District and GVR King LLC:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote unanimously carried by roll call, the Board approved the Inclusion Agreement (GVR King LLC) by and between the District and GVR King LLC.

**Inclusion Agreement (Green Valley East, LLC) by and between the District and Green Valley East, LLC:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote unanimously carried by roll call, the Board approved the Inclusion Agreement (Green Valley East, LLC) by and between the District and Green Valley East, LLC.

**Inclusion Agreement (GVRE 470 LLC) by and between the District and GVRE 470 LLC:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote unanimously carried by roll call, the Board approved the Inclusion Agreement (GVRE 470 LLC) by and between the District and GVRE 470 LLC.

**Termination of Prior Operation Funding Agreements by and between the District and Aurora Highlands, LLC:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote unanimously carried by roll call, the Board approved the Termination of Prior Operation Funding Agreements by and between the District and Aurora Highlands, LLC.

**Disclosure to Purchasers:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Shearon and, upon vote unanimously carried by roll call, the Board approved the Disclosure to Purchasers.

**FINANCIAL  
MATTERS**

**Claims:** Ms. Sedgeley presented to the Board for ratification the payment of claims represented by three (3) ACH payments in the total amount of \$20,593.

Following discussion, upon motion duly made by Director Ferreira, seconded by Director Shearon and, upon vote unanimously carried by roll call, the Board ratified approval of the payment of claims represented three (3) ACH payments, in the total amount of \$20,593, noting that the Lender has committed the necessary funding.

**Claims:** Ms. Sedgeley presented to the Board the payment of claims represented by check nos. 1596 – 1601, in the total amount of \$49,631.01.

Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved the payment of claims represented by check nos. 1596 – 1601, in the total amount of \$49,631.01, noting that the Lender has committed the necessary funding.

**Request to Aurora Highlands, LLC to Advance Funds to Increase Construction Reserve from \$1,600,000 to \$3,500,000:** This item was removed from the agenda.

**Schedule of Cash Position:** Ms. Sedgeley presented to the Board the Schedule of Cash Position, dated December 31, 2019, updated April 13, 2020.

Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board accepted the Schedule of Cash Position ending December 31, 2019, updated April 13, 2020.

**Engineer's Report and Verification of Costs Associated with Public Improvements, Verification No. 1 (Project Inception through Draw No. 21), prepared by Schedio Group LLC:** Following discussion, upon motion duly made by Director Shearon, seconded by Director Sheldon and, upon a vote of three (3) for carried by roll call, with Director Ferreira abstaining, the Board recommended to the CAB for acceptance of Engineer's Report and Verification of Costs Associated with Public Improvements, Verification No. 1 (Project Inception through Draw No. 21), prepared by Schedio Group LLC.

**Engineer's Report and Verification of Cost Report(s) Associated with Public Improvements, Verification No. 2 (Draw No. 22), prepared by Schedio Group LLC:** Following discussion, upon motion duly made by Director Shearon, seconded by Director Sheldon and, upon a vote of three (3) for carried by roll call, with Director Ferreira abstaining, the Board recommended to the CAB for acceptance of Engineer's Report and

Verification of Cost Report(s) Associated with Public Improvements, Verification No. 2 (Draw No. 22), prepared by Schedio Group LLC.

**Proposed CAB Bond Issuance and Related Pledge Agreements:**

**Acknowledge CAB adoption of Long-Term Capital Improvement Plan:**

Mr. Johnson described the CAB's Long-Term Capital Improvement Plan, which details the phased development of certain public improvements. The Board acknowledged the CAB's adoption of Long-Term Capital Improvement Plan.

**Mill Levy Policy Agreement by and among the CAB, the District, The Aurora Highlands Metropolitan District Nos. 1, 2 and 3 and ATEC Metropolitan District Nos. 1 and 2 ("Mill Levy Policy Agreement"):**

Attorney Lay presented the Mill Levy Policy Agreement, which obligates each of the CAB districts to impose mill levies as directed by the CAB for the repayment of the CAB's Bonds. Following discussion, upon a motion duly made by Director Shearon, seconded by Director Sheldon and, upon a vote of three (3) for carried by roll call, with Director Ferreira abstaining, the Board approved the Mill Levy Policy Agreement.

**Resolution Authorizing a Capital Pledge Agreement by and between the District, Zions Bancorporation, National Association and the CAB for the purpose of securing debt obligations of the CAB thereunder in a maximum aggregate principal amount of up to \$8,000,000,000 and authorizing the execution and delivery of all documents, agreements and certificates in connection therewith:**

Following discussion, upon motion duly made by Director Shearon, seconded by Director Sheldon and, upon a vote of three (3) for carried by roll call, with Director Ferreira abstaining, the Board adopted a Resolution Authorizing a Capital Pledge Agreement by and between the District, Zions Bancorporation, National Association and the CAB for the purpose of securing debt obligations of the CAB thereunder in a maximum aggregate principal amount of up to \$8,000,000,000 and authorizing the execution and delivery of all documents, agreements and certificates in connection therewith.

**CAPITAL  
PROJECTS**

**Draw Request No. 22:** Mr. Johnson presented the Board with Draw Request No. 22 prepared by the District's Program Manager.

Following discussion, upon motion duly made by Director Ferreira, seconded by Director Shearon and, upon vote unanimously carried by roll call, the Board approved Draw Request No. 22 prepared by the District's Program Manager in the amount of \$3,085,196.18 represented by check nos. 1573-1590, 1592-1595 and 1602, as shown below:

District	\$2,319,907.39
ARTA	\$ 257,563.04
ATEC	<u>\$ 507,725.75</u>
Total:	\$ 3,085,196.18

**AEROTROPOLIS  
AREA  
COORDINATING  
CAPITAL  
PROJECTS**

**Task Order No. 44 under the Master Service Agreement (“MSA”) for Surveying Services by and between the District and Aztec Consultants, Inc. for Aerial Topography:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote unanimously carried by roll call, the Board approved Task Order No. 44 under the MSA for Surveying Services by and between the District and Aztec Consultants, Inc. for Aerial Topography, in the amount of \$3,800, upon review and recommendation by the Construction Committee.

**MSA for Civil Engineering by and between the District and Cage Engineering, Inc.:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote unanimously carried by roll call, the Board approved the MSA for Civil Engineering by and between the District and Cage Engineering, Inc., upon review and recommendation by the Construction Committee.

**Task Order No. 01 under the MSA for Civil Engineering Services by and between the District and Cage Engineering, Inc. for Infrastructure Site Plan 03 (Southwest/DRH area):** The Board deferred this item to the next meeting.

**Task Order No. 02 under the MSA for Civil Engineering Services by and between the District and Cage Engineering, Inc. for Park 02 Site Plan (Southwest/DRH area):** The Board deferred this item to the next meeting.

**Task Order No. 20 under the MSA for Planning and Architectural Services by and between the District and Norris Design, Inc. for Park 02 Site Plan (Southwest/DRH area):** The Board deferred this item to the next meeting.

**Task Order No. 21 under the MSA for Planning and Architectural Services by and between the District and Norris Design, Inc. for Buffer Area and CIG Corridor Site Plan:** The Board deferred this item to the next meeting.

**Task Order No. 39 under the MSA for Planning and Architectural Services by and between the District and HR Green Development, LLC for Buffer Area and CIG Corridor Site Plan:** The Board deferred this item to the next meeting.

**Change Order No. 03 to Construction Agreement by and between the District and Bemas Construction, Inc. for 38th Parkway (Powhatan to Monaghan) – Added Scope:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote unanimously carried by roll call, the Board approved Change Order No. 03 to Construction Agreement by and between the District and Bemas Construction,

Inc. for 38th Parkway (Powhaton to Monaghan) – Added Scope in the amount of \$13,265.95, upon review and recommendation by the Construction Committee.

**Change Order No. 06 under the Construction Agreement by and between the District and Pase Contracting, Inc. for Main Street Phase 1 – Added Scope:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote unanimously carried by roll call, the Board approved Change Order No. 06 under the Construction Agreement by and between the District and Pase Contracting, Inc. for Main Street Phase 1 – Added Scope in the amount of \$6,648.50, upon review and recommendation by the Construction Committee.

**Change Order No. 05 to Construction Agreement by and between the District and Wagner Construction, Inc. - Colorado for Main Street Phase 1 – Added Scope:** Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote unanimously carried by roll call, the Board approved Change Order No. 05 to Construction Agreement by and between the District and Wagner Construction, Inc. - Colorado for Main Street Phase 1 – Added Scope in the amount of \$178,000, upon review and recommendation by the Construction Committee.

**Temporary Construction Easements with Terrence G. King and Public Service Company of Colorado:** Following an update from Attorney Rippey, the Board determined that Temporary Construction Easements with Terrance G. King and Public Service Company of Colorado would not be necessary.

**Intergovernmental Agreement regarding Interim Maintenance of Aerotropolis Regional Transportation Authority Regional Transportation System Improvements by and between the District and Aerotropolis Regional Transportation Authority (“ARTA IGA”):** It was determined that the ARTA IGA was previously approved and executed. No action by the Board was necessary.

**District consulting and construction contracts and service agreements to Aurora Highlands, LLC:** Discussion ensued regarding potential assignment of District contracts to Aurora Highlands, LLC. No action as taken by the Board.

**Task Order No. 39 under the MSA for Planning and Architectural Services by and between the District and HR Green Development, LLC for Buffer Area and CIG Corridor Site Plan:** This item was removed from consideration as it was duplicative of a previous item.

**AEROTROPOLIS  
REGIONAL  
TRANSPORTATION  
AUTHORITY  
CAPITAL  
PROJECTS**

**Change Order No. 01 to Task Order No. 03 under the MSA for Planning and Architectural Services by and between the District and Ecological Resource Consultants, Inc. for 38th Avenue Wetland permitting**

Following discussion, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote unanimously carried by roll call, the Board approved Change Order

No. 01 to Task Order No. 03 under the MSA for Planning and Architectural Services by and between the District and Ecological Resource Consultants, Inc. for 38th Avenue Wetland permitting in the amount of \$5,000.

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**ARTA MATTERS**

There were no Authority matters for discussion at this time.

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**EXECUTIVE  
SESSION**

The Board determined that an Executive Session was not necessary.

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**OTHER BUSINESS**

There were no other business matters for discussion at this time.

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**ADJOURNMENT**

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

Respectfully submitted,

DocuSigned by:  
*Cindy Shearon*  
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Secretary for the Meeting



### Certificate Of Completion

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Client Name: AACMD	
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	Minneapolis, MN 55402
	Kathy.Suazo@claconnect.com
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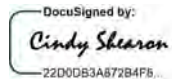
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2020 11:10:39 AM
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- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.