

ATEC METROPOLITAN DISTRICT NOS. 1 & 2

(COLLECTIVELY THE “DISTRICTS”)

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Phone: 303-779-5710

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Boards of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Matt Hopper	President	2022/May 2022
Carla Ferreira	Vice President	2022/May 2022
Michael Sheldon	Treasurer	2022/May 2022
Deanna Hopper	Assistant Secretary	2023/May 2022
Kathleen Sheldon	Assistant Secretary	2023/May 2023
Denise Denslow	Secretary	N/A

DATE: September 20, 2021

TIME: 3:00 P.M.

**PLACE: Information Center
3900 E. 470 Beltway
Aurora, CO 80019**

THERE WILL BE ONE PERSON PRESENT AT THE ABOVE-REFERENCED PHYSICAL LOCATION.

DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY VIDEO ENABLED WEB CONFERENCE. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM AT:

Join Zoom Meeting

<https://zoom.us/j/9910335559?pwd=NHdkSENacVZpTTNwUzQxcEt1cWU0UT09>

Meeting ID: 991 0335 5559

Passcode: 813572

One tap mobile

1-346-248-7799 Code 813572

I. ADMINISTRATIVE MATTERS

- A. Present disclosures of potential conflicts of interest and confirm quorum.
- B. Approve Agenda, confirm location of the meeting and posting of meeting notices and designate 24-hour posting location.

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- C. Public Comment. Matters not specifically included on the Agenda may be addressed. As a courtesy to others, comments shall be limited to three minutes per person.

II. CONSENT AGENDA

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

- Review and consider approval of the Districts' November 12, 2020 Special Meeting Minutes (enclosure).

III. LEGAL MATTERS

- A. Discuss status of proposed Aerotropolis Regional Transportation Authority (“ARTA”) 2021 Bond issuance.

1. Discuss status of the Districts’ Notice of Intent to Undertake Certain Actions (45-Day period ended on September 19, 2021).
2. Discuss Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies by and among ARTA, Aerotropolis Area Coordinating Metropolitan District and ATEC Metropolitan District Nos. 1 and 2 (“Agreement”) (enclosure).
3. Discuss and consider adoption of a Resolution authorizing ATEC Metropolitan District No. 1 (“District No. 1”) to enter into the Agreement for the purpose of securing debt obligations of the Aerotropolis Regional Transportation Authority in a maximum aggregate principal amount of up to \$600,000,000; approving the form of the Agreement and authorizing the execution and delivery thereof and performance by District No. 1 thereunder; authorizing District No. 1 to impose ad valorem property taxes in the amount of its ARI Mill Levy (within the meaning of its service plan and the Agreement) as and if required under the Agreement; authorizing the execution and delivery by District No. 1 of related financing documents in connection therewith; authorizing incidental action; repealing prior inconsistent actions; and establishing the effective date thereof.
4. Discuss and consider adoption of a Resolution authorizing ATEC Metropolitan District No. 2 (“District No. 2”) to enter into the Agreement for the purpose of securing debt obligations of the

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Aerotropolis Regional Transportation Authority in a maximum aggregate principal amount of up to \$600,000,000; approving the form of the Agreement and authorizing the execution and delivery thereof and performance by District No. 2 thereunder; authorizing District No. 2 to impose ad valorem property taxes in the amount of its ARI Mill Levy (within the meaning of its service plan and the Agreement) as and if required under the Agreement; authorizing the execution and delivery by District No. 2 of related financing documents in connection therewith; authorizing incidental action; repealing prior inconsistent actions; and establishing the effective date thereof.

- B. Review and consider adoption of First Amendments to Resolution Nos. 2019-11-11; Resolutions Regarding Colorado Open Records Act Requests (enclosures).

IV. FINANCIAL MATTERS

- A. Review and consider approval of 2020 Audit for District No. 1 (enclosure). Authorize execution of representation letter.
- B. Ratify approval of the 2020 Application for Exemption from Audit for District No. 2 (enclosure).

V. MANAGER MATTERS

- A. Other

VI. CONSTRUCTION MATTERS

VII. OTHER BUSINESS

VIII. ADJOURNMENT

THE NEXT MEETING IS SCHEDULED FOR NOVEMBER 4, 2021

**MINUTES OF A JOINT SPECIAL MEETING OF
THE BOARDS OF DIRECTORS OF THE
ATEC METROPOLITAN DISTRICT NOS. 1 & 2
HELD
NOVEMBER 12, 2020**

A joint special meeting of the Boards of Directors (the “**Boards**”) of the ATEC Metropolitan District Nos. 1 & 2 (hereinafter referred to as “**District No. 1**”, “**District No. 2**”, and collectively the “**Districts**”), County of Adams was convened on Thursday, November 12, at 3:00 p.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the Districts’ joint special meeting was held and properly noticed to be held via video enabled web conference (Zoom). The meeting was open to the public via videoconference.

Directors In Attendance Were:

Matt Hopper
Michael Sheldon
Deanna Hopper

Also In Attendance Was:

MaryAnn McGeady, Esq., Elisabeth A. Cortese, Esq. and Jon Hoistad, Esq.;
McGeady Becher P.C.
Denise Denslow, Anna Jones and Debra Sedgeley; CliftonLarsonAllen LLP
Cynthia (Cindy) Shearon; Aurora Highlands, LLC

**ADMINISTRATIVE
MATTERS**

Disclosure of Potential Conflicts of Interest: Attorney McGeady discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Boards to the Secretary of State. The members of the Boards 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 members of the Boards 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. The absence of Directors Carla Ferreira and Kathleen Sheldon were excused.

Agenda: The Boards considered the proposed Agenda for the Districts’ special meeting.

Following discussion, upon motion duly made by Director Sheldon, seconded by Director D. Hopper and, upon vote unanimously carried, the Agenda was approved, as presented.

Confirmation of Meeting Location/Posting of Notice: The Boards entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning

the location of the Districts' Board meeting. Following discussion, upon motion duly made by Director D. Hopper, seconded by Director Sheldon and, upon vote unanimously carried, the Boards determined that because there was not a suitable or convenient location within the Districts' boundaries to conduct this meeting and due to concerns related to COVID-19, it was determined to conduct the meeting via videoconference (Zoom). It was reported that notices were duly posted and that no objections, or any requests that the meeting venue be changed by taxpaying electors within the Districts' boundaries have been received.

Public Comment: There was no public comment.

CONSENT AGENDA The Boards considered the following actions:

- Review and consider approval of the May 21, 2020 and June 23, 2020 Special Meeting Minutes and the June 24, 2020 Continued Special Meeting Minutes.
- Discuss and confirm renewal of 2021 Property and Liability Policies and Special District Association Membership.
- Discuss Section 32-1-809, C.R.S., reporting requirements (Transparency Notice) and mode of eligible elector notification (post on SDA website).
- Rescind approval of Eligible Governmental Entity Agreement with Statewide Internet Portal Authority of Colorado.

Following discussion, upon motion duly made by Director Sheldon, seconded by Director D. Hopper, and upon vote, unanimously carried by roll call, the Boards ratified and/or approved, as applicable, the above actions, as presented.

LEGAL MATTERS There were no legal matters for discussion.

FINANCIAL MATTERS **Public Hearing on Amendment to 2020 Budget (District No. 1):** Director Hopper opened the public hearing to consider an amendment to the 2020 Budget.

It was noted that publication of Notice stating that the Board would consider amendment of the 2020 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.

Ms. Sedgeley reviewed the 2020 budget amendment with the Board. Following discussion, upon a motion duly made by Director Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried by roll call, the Board approved the 2020 budget amendment and adopted the Resolution to Amend the 2020 Budget.

Public Hearing on Amendment to 2020 Budget (District No. 2): Director Hopper opened the public hearing to consider an amendment to the 2020 Budget.

It was noted that publication of Notice stating that the Board would consider amendment of the 2020 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.

Following discussion, it was determined that a 2020 budget amendment was not necessary.

Public Hearing on 2021 Budget (District No. 1): Director Hopper opened the public hearing to consider the proposed 2021 Budget and to discuss related issues.

It was noted that Notice stating that the Board would consider adoption of the 2021 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.

Ms. Sedgeley presented the proposed 2021 Budget to the Board. The Board reviewed the estimated 2020 expenditures and the proposed 2021 expenditures.

Following discussion, upon motion duly made by Director Sheldon, seconded by Director D. Hopper, and upon vote unanimously carried, the Board approved the 2021 Budget, adopted a Resolution to Adopt the 2021 Budget and Appropriate Sums of Money and a Resolution to Set Mill Levies (35.000 mills in the General Fund) and authorized execution of the Certification of Budget. The District Accountant was directed to transmit the Certification of Tax Levies to the Board of County Commissioners of Adams County not later than December 15, 2020. The District Manager was directed to transmit the Certification of Budget to the Division of Local Government no later than January 30, 2021.

Public Hearing on 2021 Budget (District No. 2): Director Hopper opened the public hearing to consider the proposed 2021 Budget and to discuss related issues.

It was noted that Notice stating that the Board would consider adoption of the 2021 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.

Ms. Sedgeley presented the proposed 2021 Budget to the Board. The Board reviewed the estimated 2020 expenditures and the proposed 2021 expenditures.

Following discussion, upon motion duly made by Director Sheldon, seconded by Director D. Hopper, and upon vote unanimously carried, the Board approved the 2021 Budget, adopted a Resolution to Adopt the 2021 Budget and Appropriate Sums of Money and a Resolution to Set Mill Levies (35.000 mills in the General Fund) and authorized execution of the Certification of Budget. The District Accountant was directed to transmit the Certification of Tax Levies to the Board of County Commissioners of Adams County not later than December 15, 2020. The District Manager was directed to transmit the Certification of Budget to the Division of Local Government no later than January 30, 2021.

DLG-70 Certification of Tax Levies Form: Following discussion, upon a motion duly made by Director Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried by roll call, the Board authorized the District Accountant to prepare and sign the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties.

Appointment of District Accountant to Prepare 2022 Budgets: Following discussion, upon a motion duly made by Director Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried by roll call, the Board appointed the District Accountant to prepare the 2022 budgets.

Engagement of Fiscal Focus Partners, LLC for Preparation of 2020 Audit (District No. 1): The Board discussed the requirements for an Audit. Following discussion, upon a motion duly made by Director Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried by roll call, the Board approved the engagement of Fiscal Focus Partners, LLC for preparation of the 2020 Audit.

Appointment of District Accountant to Prepare Application for Exemption from Audit for 2020 (District No. 2): The Board discussed the requirements for an Audit. Following discussion, upon a motion duly made by Director Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried by roll call, the Board appointed the District Accountant to prepare and file the Application for Exemption from Audit for 2020.

MANAGER MATTERS

Meeting Schedule for 2021 and Resolution Establishing Regular Meeting Dates, Times and Location, and Designating Location for Posting 24-Hour Notices: Discussion ensued, and the Board determined to hold regular meetings in 2021 on November 4th at 3:00 p.m. Following discussion, upon a motion duly made by Director Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried, the Board adopted the Resolution Establishing Regular Meeting Dates, Times and Location, and Designating Location for Posting 24-Hour Notices.

CONSTRUCTION MATTERS

None.

OTHER BUSINESS**Potential Inclusions or Exclusions of Property from the Districts' Boundaries:**

The Boards determined to defer discussion of this matter.

ADJOURNMENT

There being no further business to come before the Boards at this time, upon a motion duly made by Director Sheldon, seconded by Director D. Hopper, and upon vote, unanimously carried, the Boards adjourned the meeting at 3:37 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

INTERGOVERNMENTAL AGREEMENT REGARDING IMPOSITION, COLLECTION AND TRANSFER OF ARI MILL LEVIES

This **INTERGOVERNMENTAL AGREEMENT REGARDING IMPOSITION, COLLECTION AND TRANSFER OF ARI MILL LEVIES** (this “Agreement”) is made and entered into the _____ day of _____, 2021, (the “Effective Date”), by and among **ATEC METROPOLITAN DISTRICT NO. 1** and **ATEC METROPOLITAN DISTRICT NO. 2**, each a quasi-municipal corporation and political subdivision of the State of Colorado (collectively, the “Districts,” and each a “District,” as the context implies), the **AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“AACMD”), and the **AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY**, a political subdivision and body corporate of the State of Colorado formed pursuant to the Regional Transportation Authority Law, Sections 43-4-601, *et seq.*, C.R.S. (“RTA Law”) (“ARTA,” or the “Authority”). ARTA, AACMD, and the Districts are referred to collectively herein as the “Parties” and individually as a “Party.”

RECITALS

A. The Parties, as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18, and Sections 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government.

B. ARTA was organized in accordance with the RTA Law and pursuant to the Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora and the AACMD Establishing the Aerotropolis Regional Transportation Authority dated February 27, 2018, as amended and supplemented from time to time (the “Establishing Agreement”), for the general purposes of constructing, or causing to be constructed, a Regional Transportation System as set forth in the Capital Plan of the Establishing Agreement generally to serve the regional transportation infrastructure needs of the area surrounding Denver International Airport (any capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Establishing Agreement).

C. The Districts were formed pursuant to the Special District Act, Article 1 of Title 32, C.R.S., as amended from time to time (the “Special District Act”), by orders of the District Court for Adams County, Colorado entered on November 14, 2019, and after approval of their eligible electors at organizational elections held on November 5, 2019, and their general purpose is to plan for, design, acquire, construct, install, relocate, redevelop, and finance certain public improvements as described in and in compliance with the consolidated service for the Districts, as the same may be amended from time to time, approved by the City of Aurora City Council on August 6, 2018 (the “Service Plan”).

D. AACMD was originally formed pursuant to the Special District Act on December 7, 2004, and its general purpose is to plan for, design, acquire, construct, install, relocate, redevelop, and finance certain public improvements as described in AACMD’s First Amended and Restated Service Plan approved by the City of Aurora on October 16, 2017, as the same may be

amended from time to time.

E. Pursuant to that certain Resolution of the Board of Directors of the Aerotropolis Regional Transportation Authority Including Property into the Authority Boundaries (ATEC and GVRE Properties) adopted by ARTA's Board of Directors on March 3, 2021, and consistent with the provisions of the Establishing Agreement and the RTA Law, all of the property located within the boundaries of the Districts has been included within the Authority's Boundaries.

F. Following its inclusion into the Authority's Boundaries, all of the property located within the boundaries of the Districts and the Districts' Inclusion Area Boundaries (as defined in the Service Plan) and all activities occurring thereon are subject to the revenue-raising powers of the Authority and subject to the same mill levies and other taxes levied or to be levied on other similarly situated property at the time the property was included.

G. ARTA is authorized by the Establishing Agreement, voter approval, the RTA Law, and other relevant laws to impose a uniform mill levy of 5.000 mills on all taxable property within its boundaries (the "**ARTA Mill Levy**"); however, pursuant to Section 43-4-605(1)(j.5)(II), C.R.S. (2019), ARTA's statutory authority to impose such a mill levy will be repealed effective January 1, 2029, unless the RTA Law is amended.

H. The Service Plan requires the Districts under certain circumstances to impose an ARI Mill Levy (as used herein, "**ARI Mill Levy**," or "**ARI Mill Levies**," has the meaning set forth in the Service Plan) and to deposit the revenues associated therewith with AACMD to be spent only in accordance with a Regional Intergovernmental Improvements Agreement."

I. ARTA previously issued general obligation bonds on June 26, 2019 (the "**2019 Bonds**") and expects to issue several additional series of general obligation bonds or other financial obligations in the future to fund, in part, the Regional Transportation System (the "**Future ARTA Bonds**," and together with the 2019 Bonds, the "**ARTA Bonds**").

J. ARTA pledged its revenues associated with the ARTA Mill Levy to the 2019 Bonds, and it is expected that ARTA will similarly pledge its revenues associated with the ARTA Mill Levy to the Future ARTA Bonds.

K. Contemporaneously with the execution of this Agreement, ARTA and the Districts will enter into that certain Intergovernmental Agreement Regarding Regional Transportation System Project Funding and Construction (the "**Project IGA**"), which Project IGA will set forth various agreements between the parties regarding the funding of specific components of ARTA's Regional Transportation System. In furtherance of the purposes set forth in the Project IGA, and as further set forth herein, the Districts are willing to supplement the ARTA Mill Levy with revenues derived from the imposition of the Districts' ARI Mill Levies, as applicable.

L. The Parties desire to enter into this Agreement in order to set forth their mutual understanding regarding the process by which the Districts will impose, collect and transfer to ARTA the ARI Mill Levies, consistent with the provisions of the Service Plan, together with such other matters, all as further set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the foregoing recitals which are incorporated herein as though fully set forth below, the Parties agree as follows:

1. **ARTA Mill Levy.** ARTA agrees that it will, in each year that it is both permitted by law to do so and otherwise required to do so by any indenture, resolution or other instrument relating to the issuance of any ARTA Bonds, impose the ARTA Mill Levy as a uniform mill levy of 5.000 mills on all taxable property within its boundaries consistent with the provisions of the Establishing Agreement. ARTA expects and intends each indenture, resolution or other instrument relating to the issuance of any ARTA Bonds to include a covenant requiring it to impose the ARTA Mill Levy to support the payment of such ARTA Bonds in each year that it is permitted by law to do so.

2. **Annual Notice.** ARTA agrees that it will, annually in each year it is required to do so under the circumstances set forth in Section 1 hereof, take formal action to impose the ARTA Mill Levy for collection in the subsequent year no later than December 1 of the then current year and provide written notice of such action to the Districts on or before December 5th of such year.

3. **Imposition, Collection and Transfer of ARI Mill Levies.** Each District individually agrees that it will, beginning in 2021 for collection in 2022 and continuing in each year thereafter until the Establishing Agreement is terminated on its terms, impose an ARI Mill Levy equal to five (5) mills, plus any applicable Gallagher Adjustment (as defined in the Service Plan), minus any ARTA Mill Levy, on all property within their boundaries, as such boundaries may be amended from time to time by the inclusion of property, and transfer the revenues derived therefrom to ARTA within sixty (60) days of the District's receipt for use by ARTA in ARTA's discretion as all other legally available revenues of ARTA (the "**ARI Mill Levy Revenues**"). The intent of the Parties in this Section 3 is to ensure that in the event the RTA Law is not amended as described in Recital G and/or there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, to the extent possible, the actual tax revenues generated by the ARTA Mill Levy and the ARI Mill Levies of the Districts, and available to ARTA, are not diminished as a result. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

4. **Other ARI Mill Levy Revenues.** In addition to the Districts' obligations to impose the ARI Mill Levies and transfer the revenues derived therefrom to ARTA as set forth herein the Districts agree that they will transfer to ARTA any and all revenues derived from ARI Mill Levies imposed by the Districts prior to the Effective Date of this Agreement (including but not limited to any ARI Mill Levies imposed for 2020 and collected in 2021) ("**Existing ARI Mill Levy Revenues**"), as applicable. The Districts shall transfer any such Existing ARI Mill Levy Revenues to ARTA within 60 days of the Effective Date or Districts' receipt of the same, as applicable. ARTA shall utilize any and all Existing ARI Mill Levy Revenues transferred to ARTA by the Districts to fund the Regional Transportation System, in ARTA's discretion, consistent with the Establishing Agreement.

5. Transfer of ARI Mill Levy Revenues to ARTA. The Districts shall transfer to ARTA any and all ARI Mill Levy Revenues and Existing ARI Mill Levy Revenues received by the Districts within sixty 60 (60) days of the Districts' receipt.

6. Transfer Methods. The transfers of funds between the Parties required by this Agreement may be accomplished by any means mutually agreeable to the applicable Parties from time to time.

7. Exclusion of Property from the Districts; ARTA Consent Required. The Parties understand and agree that ARTA may rely upon the ARI Mill Levy Revenues, in part, to fund the Regional Transportation System and may pledge such revenues to the ARTA Bonds. Therefore, the Districts agree they shall not during the term of this Agreement exclude from their respective boundaries any property without the prior written consent of ARTA.

8. Regional Intergovernmental Improvements Agreement. The Parties intend that the Establishing Agreement is the Regional Intergovernmental Improvements Agreement pursuant to the Service Plan and that this Agreement satisfies the requirement under the Service Plan for the Districts and AACMD to enter into an intergovernmental agreement governing their relationship and the financing, construction, and operation of the certain improvements contemplated in the Service Plan. AACMD acknowledges and agrees that the Districts are separately working together to cooperatively fund, construct, install, and operate other improvements that will not be funded in whole or in part with revenues derived from the ARI Mill Levies or the ARTA Mill Levy. It is the intent of the Parties that this Agreement fulfills the purposes of directing how the revenues derived from the ARI Mill Levies imposed by the Districts shall be spent on Regional Improvements (as defined in the Service Plan) and shall also be considered a Regional Intergovernmental Improvements Agreement under the Service Plan since it directly assists in the implementation of funding of a Regional Transportation System as set forth in the Establishing Agreement.

9. Default/Remedies. In the event of a material breach or default of this Agreement by any Party, the non-defaulting Party(ies) shall be entitled to exercise all remedies available at law or in equity after the provision of thirty (30) days' prior written notice of the alleged breach or default to the other Parties. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

10. Notices and Communications. All notices, statements, demands, requirements, approvals or other communications and documents ("Communications") required or permitted to be given, served, or delivered by or to any Party or any intended recipient under this Agreement shall be in writing and shall be given to the applicable address set forth below ("Notice Address"). Communications to a Party shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at such Party's Notice Address; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at such Party's Notice Address; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to

such Party at such Party's Notice Address; or (iv) on the date and at the time shown on the facsimile or electronic mail message if telecopied or sent electronically to the number or address designated in such Party's Notice Address and receipt of such telecopy or electronic mail message is electronically confirmed. The Notice Addresses for each Party are as follows:

If to ARTA:	Aerotropolis Regional Transportation Authority c/o CliftonLarsonAllen LLP Attention: Lisa Johnson 8390 E. Crescent Parkway, Suite 300 Greenwood Village, Colorado 80111 Phone: (303) 779-4525 Fax: (303) 773-2050 Email: Lisa.Johnson@claconnect.com
With copies to:	Spencer Fane LLP Attention: Tom George 1700 Lincoln Street, Suite 2000 Denver, Colorado 80203 Phone: (303) 839-3800 Email: tgeorge@spencerfane.com
If to the Districts:	ATEC Metropolitan District Nos. 1 and 2 c/o McGeady Becher P.C. Attention: MaryAnn McGeady and Elisabeth Cortese 450 E. 17 th Avenue, Suite 400 Denver, Colorado 80203 Phone: (303) 592-4380 Fax: (303) 592-4385 Email: legalnotices@specialdistrictlaw.com
If to AACMD:	Aerotropolis Area Coordinating Metropolitan District c/o CliftonLarsonAllen LLP Attention: Anna Jones 8390 E. Crescent Parkway, Suite 300 Greenwood Village, Colorado 80111 Phone: (303) 779-4525 Fax: (303) 773-2050 Email: anna.jones@claconnect.com
With copies to:	McGeady Becher P.C. Attention: MaryAnn M. McGeady and Elisabeth Cortese 450 E. 17th Avenue, Suite 400 Denver, Colorado 80203 Phone: (303) 592-4380 Fax: (303) 592-4385 Email: legalnotices@specialdistrictlaw.com

11. **Covenant of Good Faith and Fair Dealing.** The Parties agree to act in good faith in dealing with one another, carrying out their responsibilities, and performing their obligations pursuant to this Agreement. Each Party hereby covenants to the other that it shall not undermine the rights or obligations of the other Party hereto with respect to the Agreement and it will cooperate with the other in achieving the purposes of this Agreement.

12. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Amended and Restated Agreement.

13. Entire Agreement; Headings for Convenience Only; Not to be Construed Against Drafter; No Implied Waiver. This Agreement, along with the Establishing Agreement and the Project IGA as referenced and incorporated herein, constitutes the entire agreement among the Parties hereto pertaining to the subject matter hereof. No change or addition is to be made to this Agreement except by written amendment executed by the Parties. The headings, captions and titles contained in this Agreement are intended for convenience of reference only and are of no meaning in the interpretation or effect of this Agreement. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by one of the Parties or its counsel, since all Parties have contributed substantially and materially to the preparation hereof. No failure by a Party to insist upon the strict performance of any term, covenant or provision contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a Party during the continuance of any default by the other Party, shall constitute a waiver of any such term, covenant or provision, or a waiver of any such right or remedy, or a waiver of any such default unless such waiver is made in writing by the Party to be bound thereby. Any waiver of a breach of a term or a condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

14. Governing Law. This Agreement is entered into in Colorado and shall be construed and interpreted under the law of the State of Colorado without giving effect to principles of conflicts of law which would result in the application of any law other than the law of the State of Colorado.

15. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

16. Assignment; Binding Effect. Except as expressly permitted under this Agreement, none of the Parties hereto may assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties, which consent may be withheld in each Party's sole and absolute discretion. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted assigns.

17. Counterparts; Copies of Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. This Agreement may be executed and delivered by electronic means, and execution and delivery of the signature page by such methods will be deemed to have the same effect as if the original signature had been delivered to the other Party.

18. Time of the Essence. Time is of the essence for performance or satisfaction of all requirements, conditions, or other provisions of this Agreement, subject to any specific time extensions set forth herein.

19. Computation of Time Periods. All time periods referred to in this Agreement shall include all Saturdays, Sundays and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday or national holiday, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday or a national holiday.

20. No Waiver of Governmental Immunity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded the Parties pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

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

22. No Personal Liability. No elected official, director, officer, agent or employee of either Party shall be charged personally or held contractually liable by or under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

[remainder of page intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the Parties have executed this INTERGOVERNMENTAL AGREEMENT REGARDING IMPOSITION, COLLECTION AND TRANSFER OF ARI MILL LEVIES effective as of the Effective Date first set forth above.

*Approved unanimously by vote of the Board of Directors
of the Aerotropolis Regional Transportation Authority on*

**AEROTROPOLIS REGIONAL
TRANSPORTATION AUTHORITY,**
a political subdivision and body corporate of the
State of Colorado formed pursuant to C.R.S.
Section 43-4-601

By: _____

Name: _____

Title: _____

ATEC METROPOLITAN DISTRICT NO. 1,
a political subdivision and quasi-municipal
corporation of the State of Colorado

By: _____

Name: _____

Title: _____

ATEC METROPOLITAN DISTRICT NO. 2,
a political subdivision and quasi-municipal
corporation of the State of Colorado

By: _____

Name: _____

Title: _____

**AEROTROPOLIS AREA
COORDINATING METROPOLITAN
DISTRICT**, a political subdivision and quasi-
municipal corporation of the State of Colorado

By: _____

Name: _____

Title: _____

**FIRST AMENDMENT TO RESOLUTION NO. 2019-11-11
ATEC METROPOLITAN DISTRICT NO. 1
REGARDING COLORADO OPEN RECORDS ACT REQUESTS**

A. On November 21, 2019, ATEC Metropolitan District No. 1 (the “**District**”) adopted Resolution No. 2019-11-11 Regarding Colorado Open Records Act Requests (the “**Resolution**”).

B. The District desires to amend the Resolution due to a change in the District’s Official Custodian.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of ATEC Metropolitan District No. 1, Adams County, Colorado:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Resolution.

2. Amendment to Section 1 of Resolution. Section 1 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

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

3. Except as expressly set forth herein, the Resolution continues to be effective without modification.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO FIRST AMENDMENT TO RESOLUTION REGARDING
COLORADO OPEN RECORDS ACT REQUESTS]**

RESOLUTION APPROVED AND ADOPTED ON SEPTEMBER 20, 2021.

**ATEC METROPOLITAN DISTRICT
NO. 1**

By: _____
President

Attest:

Secretary

**FIRST AMENDMENT TO RESOLUTION NO. 2019-11-11
ATEC METROPOLITAN DISTRICT NO. 2
REGARDING COLORADO OPEN RECORDS ACT REQUESTS**

A. On November 21, 2019, ATEC Metropolitan District No. 2 (the “**District**”) adopted Resolution No. 2019-11-11 Regarding Colorado Open Records Act Requests (the “**Resolution**”).

B. The District desires to amend the Resolution due to a change in the District’s Official Custodian.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of ATEC Metropolitan District No. 2, Adams County, Colorado:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Resolution.

2. Amendment to Section 1 of Resolution. Section 1 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

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

3. Except as expressly set forth herein, the Resolution continues to be effective without modification.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO FIRST AMENDMENT TO RESOLUTION REGARDING
COLORADO OPEN RECORDS ACT REQUESTS]**

RESOLUTION APPROVED AND ADOPTED ON SEPTEMBER 20, 2021.

**ATEC METROPOLITAN DISTRICT
NO. 2**

By: _____
President

Attest:

Secretary

**ATEC METROPOLITAN DISTRICT NO. 1
Adams County, Colorado**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED DECEMBER 31, 2020

ATEC METROPOLITAN DISTRICT NO. 1
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YEAR ENDED DECEMBER 31, 2020

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INSERT INDEPENDENT AUDITOR'S REPORT

(I)

No assurance is provided on these financial statements.
PRELIMINARY DRAFT - SUBJECT TO REVISIONS

BASIC FINANCIAL STATEMENTS

ATEC METROPOLITAN DISTRICT NO. 1
STATEMENT OF NET POSITION
DECEMBER 31, 2020

	Governmental Activities
ASSETS	
Property Taxes Receivable	\$ 4,165
Capital Assets Not Being Depreciated	<u>948,609</u>
Total Assets	<u>952,774</u>
LIABILITIES	
Due to AACMD	<u>948,609</u>
Total Liabilities	<u>948,609</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred Property Tax Revenue	<u>4,165</u>
Total Deferred Inflows of Resources	<u>4,165</u>
NET POSITION	
Unrestricted	<u>-</u>
Total Net Position	<u>\$ -</u>

See accompanying Notes to Basic Financial Statements.

(1)

ATEC METROPOLITAN DISTRICT NO. 1
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2020

FUNCTIONS/PROGRAMS	Program Revenues				Net Revenues (Expenses) and Change in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Primary Government:					
Total Governmental Activities	\$ -	\$ -	\$ -	\$ -	\$ -
GENERAL REVENUES					
Total General Revenues					
CHANGE IN NET POSITION					
Net Position - Beginning of Year					
NET POSITION - END OF YEAR					\$ -

See accompanying Notes to Basic Financial Statements.

(2)

No assurance is provided on these financial statements.
 PRELIMINARY DRAFT - SUBJECT TO REVISIONS

ATEC METROPOLITAN DISTRICT NO. 1
BALANCE SHEET –
GOVERNMENTAL FUNDS
DECEMBER 31, 2020

	General	Capital Projects	Total Governmental Funds
ASSETS			
Property Taxes Receivable	\$ 4,165	\$ -	\$ 4,165
Total Assets	<u>\$ 4,165</u>	<u>\$ -</u>	<u>\$ 4,165</u>
LIABILITIES AND FUND BALANCES			
LIABILITIES			
Due to AACMD	\$ -	\$ 948,609	\$ 948,609
Total Liabilities	<u>-</u>	<u>948,609</u>	<u>948,609</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred Property Tax Revenue	4,165	-	4,165
Total Deferred Inflows of Resources	<u>4,165</u>	<u>-</u>	<u>4,165</u>
FUND BALANCES			
Unassigned	-	(948,609)	(948,609)
Total Fund Balances	<u>-</u>	<u>(948,609)</u>	<u>(948,609)</u>
Total Liabilities and Fund Balances	<u>\$ 4,165</u>	<u>\$ -</u>	
Amounts reported for governmental activities in the statement of net position are different because:			
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.			948,609
Net Position of Governmental Activities			<u>\$ -</u>

See accompanying Notes to Basic Financial Statements.

(3)

ATEC METROPOLITAN DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES –
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2020

	<u>General</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
REVENUES			
Total Revenues	\$ -	\$ -	\$ -
EXPENDITURES			
Capital Projects:			
Capital Outlay	<u>-</u>	<u>948,609</u>	<u>948,609</u>
Total Expenditures	<u>-</u>	<u>948,609</u>	<u>948,609</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		(948,609)	(948,609)
Fund Balances - Beginning of Year	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES - END OF YEAR	<u>\$ -</u>	<u>\$ (948,609)</u>	<u>\$ (948,609)</u>

See accompanying Notes to Basic Financial Statements.

(4)

ATEC METROPOLITAN DISTRICT NO. 1
RECONCILIATION OF THE STATEMENTS OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO
THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2020

Net Change in Fund Balances - Total Governmental Funds	\$ (948,609)
--	--------------

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. In the statement of activities, capital outlay is not reported as an expenditures. However, the statement of activities will report as depreciation expense the allocation of the cost of any depreciable assets over the estimated useful life of the asset. During the current period, this is the net amount of capital outlay.

Capital Outlay	<u>948,609</u>
----------------	----------------

Change in Net Position of Governmental Activities	<u>\$ -</u>
---	-------------

See accompanying Notes to Basic Financial Statements.

(5)

**ATEC METROPOLITAN DISTRICT NO. 1
GENERAL FUND –
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2020**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Property Taxes	\$ 106	\$ -	\$ (106)
Specific Ownership Tax	8	-	(8)
Other Income	500	-	(500)
Total Revenues	<u>614</u>	<u>-</u>	<u>(614)</u>
EXPENDITURES			
Contingency	500	-	500
County Treasurer's Fees	2	-	2
Intergovernmental Transfer - TAH CAB	102	-	102
Total Expenditures	<u>604</u>	<u>-</u>	<u>604</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES			
	10	-	(10)
Fund Balance - Beginning of Year	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE - END OF YEAR			
	<u>\$ 10</u>	<u>\$ -</u>	<u>\$ (10)</u>

See accompanying Notes to Basic Financial Statements.

(6)

**ATEC METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2020**

NOTE 1 DEFINITION OF REPORTING ENTITY

ATEC Metropolitan District No. 1 (the District), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District's service area is located in Adams County, Colorado. Concurrently with the formation of the District, the city of Aurora (the City) approved the formation of ATEC Metropolitan District No. 2 ("District No. 2" and collectively with the District, the "ATEC Districts"). The District was organized on November 19, 2019.

The District was established to provide public streets, traffic and safety, water, sanitary and storm sewer, park and recreation, public transportation, communications systems, fire protection, security improvements, television relay and translation, and mosquito control facilities and improvements for the use and benefit of the inhabitants and taxpayers of the District. Per the ATEC Districts' Service Plan, the District is not authorized to provide fire protection facilities or television relay and translation facilities unless provided pursuant to an intergovernmental agreement with the City.

On November 21, 2019, the ATEC Districts, Aerotropolis Area Coordinating Metropolitan District and The Aurora Highlands Metropolitan District Nos. 1-3 (collectively, the CAB Districts) formed The Aurora Highlands Community Authority Board (CAB) pursuant to the CAB Establishment Agreement, as amended, 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. It is anticipated that one or more of the CAB Districts may enter into additional intergovernmental agreements concerning the financing, construction, and operation of public improvements benefiting the CAB Districts and their residents and owners. The CAB will provide all of the operating and administrative expenditures, which include the services necessary to maintain the District's administrative viability such as legal, accounting, insurance, meeting expense, and other administrative expenditures.

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 financial 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 specific financial benefits or burdens and fiscal dependency.

The District is not financially accountable for any other organization nor is the District a component unit of any other primary governmental entity, including the City and District No.2.

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

**ATEC METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2020**

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 of resources and the sum of liabilities and deferred inflows of resources is reported as net position.

The statement of activities demonstrates the degree to which the direct 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. The major sources of revenue susceptible to accrual are taxes and GID revenue. All other revenue items are considered to be measurable and available only when cash is received by the District. The District determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred, or the long-term obligation is due.

**ATEC METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2020**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Continued)**

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Capital Projects Fund is used to account for financial resources to be used for the acquisition and construction of capital equipment and facilities.

Capital Assets

Capital assets, which include property and infrastructure improvements, are reported in the government-wide financial statements. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Capital assets which are anticipated to be conveyed to other governmental entities are recorded as construction in progress and are not included in the calculation of net investment in capital assets component of the District's net position.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable. Any construction in process that will be dedicated to another entity is not depreciated.

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures and other financing uses 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 annual budget for the year ended December 31, 2020.

**ATEC METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2020**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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 always 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, sale 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 property tax revenues are recorded as revenue in the year they are available or collected.

Deferred Inflows of Resources

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, deferred property tax revenue, is deferred and recognized as an inflow of resources in the period that the amount becomes available.

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 is 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.

**ATEC METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2020**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity (Continued)

Fund Balance (Continued)

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.

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

Deposits with Financial Institutions

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

On December 31, 2020, the District had no deposits with financial institutions.

Investments

The District has adopted a formal investment policy whereby the District follows state statutes regarding investments.

**ATEC METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2020**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

The District generally limits its concentration of investments to those noted with an asterisk (*) below, 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 or investment custodial risk disclosure requirements 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.

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 agreements 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, 2020, the District had no investments.

NOTE 4 CAPITAL ASSETS

An analysis of the changes in capital assets for the year ended December 31, 2020, follows:

<u>By Classification</u>	<u>Balance - December 31, 2019</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance - December 31, 2020</u>
Capital Assets, Not Being Depreciated: Construction in Progress	\$ -	\$ 948,609	\$ -	\$ 948,609
Governmental Activities - Capital Assets, Net	\$ -	\$ 948,609	\$ -	\$ 948,609

ATEC METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2020

NOTE 4 CAPITAL ASSETS (CONTINUED)

Upon completion and acceptance, all capital assets will be conveyed by the District to other local governments. The District will not be responsible for the maintenance of those assets. Upon acceptance of the improvements by other local governments, the District will remove the cost of construction from its capital assets.

NOTE 5 LONG-TERM OBLIGATIONS

The District had no long-term debt obligations as of December 31, 2020.

Authorized Debt

On November 5, 2019, the District's electors authorized the incurrence of general obligation debt totaling \$56,000,000,000 in principal at a rate not to exceed 18% per annum. On December 31, 2020, the District had authorized but unissued indebtedness in the following amounts for the following purposes:

	Authorized November 5, 2019 Election	Authorization Used	Remaining at December 31, 2020
Streets	\$ 4,000,000,000	\$ -	\$ 4,000,000,000
Water Supply System	4,000,000,000	-	4,000,000,000
Storm and Sanitary Sewer	4,000,000,000	-	4,000,000,000
Parks and Recreation	4,000,000,000	-	4,000,000,000
Mosquito Control	4,000,000,000	-	4,000,000,000
Fire Protection	4,000,000,000	-	4,000,000,000
Television Relay/Translation	4,000,000,000	-	4,000,000,000
Public Transportation	4,000,000,000	-	4,000,000,000
Traffic and Safety Controls	4,000,000,000	-	4,000,000,000
Operating and Maintenance	4,000,000,000	-	4,000,000,000
Refunding	4,000,000,000	-	4,000,000,000
Non-residential Telephone Services	4,000,000,000	-	4,000,000,000
Intergovernmental Agreements	4,000,000,000	-	4,000,000,000
Security	4,000,000,000	-	4,000,000,000
Total	<u>\$ 56,000,000,000</u>	<u>\$ -</u>	<u>\$ 56,000,000,000</u>

The District's Service Plan limits total debt issuance to \$4,000,000,000. The Service Plan also imposes a maximum debt mill levy of 50.000 mills, subject to changes in the method of calculating residential assessed valuation. The maximum debt service mill levy shall not apply to the District's ability to increase its mill levy necessary for the provision of operation and maintenance services.

NOTE 6 NET POSITION

The District's net position consists of unrestricted net position.

**ATEC METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2020**

NOTE 6 NET POSITION (CONTINUED)

The unrestricted net position is the net amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of the calculation of net investment in capital assets and the restricted components of net position.

NOTE 7 RELATED PARTIES

The property within the District is owned by and is being developed by Aurora Tech Center Development, LLC, a Nevada limited liability company (the Developer). During 2020, a majority of the members of the Board of Directors were officers of, employees of, or associated with the Developer.

NOTE 8 AGREEMENTS

The current development within the District is subject to the following agreements.

Facilities Funding Intergovernmental Agreement

On June 23, 2020, the District, the CAB and the Developer entered into an Intergovernmental Agreement Regarding Coordination of Facilities Funding for ATEC Metropolitan District No.1 Projects (the Agreement). The Agreement sets forth the rights, obligations, and procedures with respect to the issuance of additional bonds to be issued by the CAB, construction of the Improvements (as defined in the Agreement), and reimbursement of the Developer.

Mill Levy Policy Agreement

On June 30, 2020, the CAB and the CAB Districts entered into the Mill Levy Policy Agreement. Pursuant to the Mill Levy 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 Capital Pledged Agreement (described below). The Mill Levy Policy Agreement shall continue to be in effect until: (a) the District agrees in writing to terminate this agreement; (b) no debt is outstanding; (c) all public improvements owned by the CAB or the District 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 District have been assumed by another governmental entity.

Capital Pledge Agreement

On June 30, 2020, the District entered into the Capital Pledge Agreement (the CPA) with the CAB and Zions Bancorporation, National Association, in its capacity as trustee under the 2020A and 2020B Bonds Indentures (the “Indentures”). Per the CPA, the District agrees to pay such portion of its operations and financing costs in accordance with the Indentures as may be funded with the District’s Pledged Revenue to the extent available to the District pursuant to the provisions of the CPA and the Mill Levy Policy Agreement.

**ATEC METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2020**

NOTE 8 AGREEMENTS (CONTINUED)

Capital Pledge Agreement (Continued)

In order to fund its payment obligations related to financing costs, the District shall impose the Required Debt Service Mill Levy, in addition to all other taxes and direct annual taxes, so long as the Bonds or additional obligations remain outstanding, to the extent required to provide for payment of the operations costs and shall promptly transfer their operations revenue to the CAB. The Required Debt Service Mill Levy shall be determined by the CAB each year in accordance with the Mill Levy Policy Agreement and the requirements of the CPA.

The CPA should be in effect until the date on which all amounts due with respect to the Bonds and any additional obligations 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 its Pledged Revenue to the repayment of such unpaid payment obligations

NOTE 9 RISK MANAGEMENT

The District is 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 and public officials' liability 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.

**ATEC METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2020**

NOTE 10 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 that 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 5, 2019, a majority of the District's electors authorized the District to collect, retain, and spend all revenue without regard to limitation under TABOR in 2019 and all subsequent years.

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.

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.

SUPPLEMENTARY INFORMATION

(17)

No assurance is provided on these financial statements.
PRELIMINARY DRAFT - SUBJECT TO REVISIONS

ATEC METROPOLITAN DISTRICT NO. 1
CAPITAL PROJECTS FUND –
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2020

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Total Revenues	\$ -	\$ -	\$ -	\$ -
EXPENDITURES				
Capital Outlay	- -	1,250,000	948,609	301,391
Total Expenditures	- -	1,250,000	948,609	301,391
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	- -	(1,250,000)	(948,609)	301,391
OTHER FINANCING SOURCES (USES)				
Developer Advance	- -	1,250,000	- -	(1,250,000)
Total Other Financing Sources (Uses)	- -	1,250,000	- -	(1,250,000)
NET CHANGE IN FUND BALANCE	- -	- -	(948,609)	(948,609)
Fund Balance - Beginning of Year	- -	- -	- -	- -
FUND BALANCE - END OF YEAR	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (948,609)</u>	<u>\$ (948,609)</u>

(18)

OTHER INFORMATION

(19)

No assurance is provided on these financial statements.
PRELIMINARY DRAFT - SUBJECT TO REVISIONS

ATEC METROPOLITAN DISTRICT NO. 1
SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED
YEAR ENDED DECEMBER 31, 2020

<u>Year Ended December 31.</u>	<u>Prior Year Assessed Valuation for Current Year</u>	<u>Total Mill Levy</u>		<u>Total Property Taxes</u>		<u>Percent Collected to Levied</u>
		<u>Property Tax Levy</u>	<u>General</u>	<u>Debt Service</u>	<u>Levied</u>	
2020	\$ 3,030	35.000	0.000	\$ 106	\$ -	0.00%
Estimated for the Year Ending December 31, 2021	\$ 119,010	35.000	0.000	\$ 4,165		

NOTE: Property taxes collected in any one year include collection of delinquent property taxes assessed in prior years, as well as reductions for property tax refunds or abatements. Information received from the County Treasurer does not permit identification of specific year of assessment.

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT
ADDRESS

ATEC Metropolitan District No. 2
8390 E. Crescent Parkway
Suite 300
Greenwood Village, CO 80111
Debra Sedgeley
303-779-5710
Debra.Sedgeley@claconnect.com
303-779-0348

For the Year Ended
12/31/20
or fiscal year ended:

CONTACT PERSON
PHONE
EMAIL
FAX

PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

NAME:
TITLE
FIRM NAME (if applicable)
ADDRESS
PHONE
DATE PREPARED

Debra Sedgeley
Accountant for the District
CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300, Greenwood Village, CO 80111
303-779-5710
March 1, 2021

PREPARER (SIGNATURE REQUIRED)

SEE ATTACHED ACCOUNTANTS COMPILATION REPORT

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types

GOVERNMENTAL
(MODIFIED ACCRUAL BASIS)



PROPRIETARY
(CASH OR BUDGETARY BASIS)



PART 2 - REVENUE

REVENUE: All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
2-1	Taxes: Property (report mills levied in Question 10-6)	\$ -	
2-2	Specific ownership	\$ -	
2-3	Sales and use	\$ -	
2-4	Other (specify):	\$ -	
2-5	Licenses and permits	\$ -	
2-6	Intergovernmental: Grants	\$ -	
2-7	Conservation Trust Funds (Lottery)	\$ -	
2-8	Highway Users Tax Funds (HUTF)	\$ -	
2-9	Other (specify):	\$ -	
2-10	Charges for services	\$ -	
2-11	Fines and forfeits	\$ -	
2-12	Special assessments	\$ -	
2-13	Investment income	\$ -	
2-14	Charges for utility services	\$ -	
2-15	Debt proceeds	(should agree with line 4-4, column 2)	\$ -
2-16	Lease proceeds	(should agree with line 4-4)	\$ -
2-17	Developer Advances received	(should agree with line 4-4)	\$ -
2-18	Proceeds from sale of capital assets	(should agree with line 4-4)	\$ -
2-19	Fire and police pension	(should agree with line 4-4)	\$ -
2-20	Donations	(should agree with line 4-4)	\$ -
2-21	Other (specify):	(should agree with line 4-4)	\$ -
2-22		(should agree with line 4-4)	\$ -
2-23		(should agree with line 4-4)	\$ -
2-24	(add lines 2-1 through 2-23)	TOTAL REVENUE	\$ -

PART 3 - EXPENDITURES/EXPENSES

EXPENDITURES: All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
3-1	Administrative	\$ -	
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ -	
3-7	Accounting and legal fees	\$ -	
3-8	Repair and maintenance	\$ -	
3-9	Supplies	\$ -	
3-10	Utilities and telephone	\$ -	
3-11	Fire/Police	\$ -	
3-12	Streets and highways	\$ -	
3-13	Public health	\$ -	
3-14	Capital outlay	\$ -	
3-15	Utility operations	\$ -	
3-16	Culture and recreation	\$ -	
3-17	Debt service principal	(should agree with Part 4)	\$ -
3-18	Debt service interest	(should agree with Part 4)	\$ -
3-19	Repayment of Developer Advance Principal	(should agree with line 4-4)	\$ -
3-20	Repayment of Developer Advance Interest	(should agree with line 4-4)	\$ -
3-21	Contribution to pension plan	(should agree to line 7-2)	\$ -
3-22	Contribution to Fire & Police Pension Assoc.	(should agree to line 7-2)	\$ -
3-23	Other (specify):	(should agree to line 7-2)	\$ -
3-24		(should agree to line 7-2)	\$ -
3-25		(should agree to line 7-2)	\$ -
3-26	(add lines 3-1 through 3-24)	TOTAL EXPENDITURES/EXPENSES	\$ -

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - STOP. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

		Yes	No																																																																
4-1	Does the entity have outstanding debt? If Yes, please attach a copy of the entity's Debt Repayment Schedule.	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																
4-2	Is the debt repayment schedule attached? If no, MUST explain: N/A	<input type="checkbox"/>	<input type="checkbox"/>																																																																
4-3	Is the entity current in its debt service payments? If no, MUST explain: N/A	<input type="checkbox"/>	<input type="checkbox"/>																																																																
4-4	Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th style="text-align: left;">Outstanding at end of prior year*</th><th style="text-align: left;">Issued during year</th><th style="text-align: left;">Retired during year</th><th style="text-align: left;">Outstanding at year-end</th></tr> <tr><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td></tr> </table>	Outstanding at end of prior year*	Issued during year	Retired during year	Outstanding at year-end	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th style="text-align: left;">Outstanding at end of prior year*</th><th style="text-align: left;">Issued during year</th><th style="text-align: left;">Retired during year</th><th style="text-align: left;">Outstanding at year-end</th></tr> <tr><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td></tr> </table>	Outstanding at end of prior year*	Issued during year	Retired during year	Outstanding at year-end	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Outstanding at end of prior year*	Issued during year	Retired during year	Outstanding at year-end																																																																
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*must tie to prior year ending balance

Please answer the following questions by marking the appropriate boxes.

		Yes	No
4-5	Does the entity have any authorized, but unissued, debt?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes:	How much?	\$ 56,000,000,000	
	Date the debt was authorized:	11/5/2019	
4-6	Does the entity intend to issue debt within the next calendar year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	How much?	\$ -	
4-7	Does the entity have debt that has been refinanced that it is still responsible for?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	What is the amount outstanding?	\$ -	
4-8	Does the entity have any lease agreements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	What is being leased? What is the original date of the lease? Number of years of lease? Is the lease subject to annual appropriation? What are the annual lease payments?	\$ -	<input type="checkbox"/>

Please use this space to provide any explanations or comments:

PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

		Amount	Total
5-1	YEAR-END Total of ALL Checking and Savings Accounts	\$ -	
5-2	Certificates of deposit	\$ -	
	Total Cash Deposits	\$ -	
	Investments (if investment is a mutual fund, please list underlying investments):		
		\$ -	
		\$ -	
		\$ -	
		\$ -	
5-3	Total Investments	\$ -	
	Total Cash and Investments	\$ -	

Please answer the following questions by marking in the appropriate boxes

		Yes	No	N/A
5-4	Are the entity's Investments legal in accordance with Section 24-75-601, et seq., C.R.S.?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5-5	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If no, MUST use this space to provide any explanations:

PART 6 - CAPITAL ASSETS

Please answer the following questions by marking in the appropriate boxes.

			Yes	No
6-1	Does the entity have capital assets?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
6-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.? If no, MUST explain:	N/A	<input type="checkbox"/>	<input type="checkbox"/>
6-3	Complete the following capital assets table:	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions
	Land	\$ -	\$ -	\$ -
	Buildings	\$ -	\$ -	\$ -
	Machinery and equipment	\$ -	\$ -	\$ -
	Furniture and fixtures	\$ -	\$ -	\$ -
	Infrastructure	\$ -	\$ -	\$ -
	Construction In Progress (CIP)	\$ -	\$ -	\$ -
	Other (explain):	\$ -	\$ -	\$ -
	Accumulated Depreciation	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -

Please use this space to provide any explanations or comments:

PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

			Yes	No
7-1	Does the entity have an "old hire" firemen's pension plan?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
7-2	Does the entity have a volunteer firemen's pension plan?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Who administers the plan?			
	Indicate the contributions from:			
	Tax (property, SO, sales, etc.):	\$ -		
	State contribution amount:	\$ -		
	Other (gifts, donations, etc.):	\$ -		
	TOTAL	\$ -		
	What is the monthly benefit paid for 20 years of service per retiree as of Jan	\$ -		

Please use this space to provide any explanations or comments:

PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

			Yes	No	N/A
8-1	Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8-2	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes:	Please indicate the amount budgeted for each fund for the year reported:				

Fund Name	Budgeted Expenditures/Expenses
General Fund	\$0

PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box		Yes	No
9-1	Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.			

If no, MUST explain:

PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.		Yes	No
10-1	Is this application for a newly formed governmental entity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Date of formation:	<input type="text"/>	
10-2	Has the entity changed its name in the past or current year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes: Please list the NEW name & PRIOR name: <input type="text"/>			
10-3	Is the entity a metropolitan district? Please indicate what services the entity provides: See below	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10-4	Does the entity have an agreement with another government to provide services? If yes: List the name of the other governmental entity and the services provided: See below	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10-5	Has the district filed a <i>Title 32, Article 1 Special District Notice of Inactive Status</i> during If yes: Date Filed: <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10-6	Does the entity have a certified Mill Levy? If yes: Please provide the following <u>mills</u> levied for the year reported (do not report \$ amounts):	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Bond Redemption mills	0.000
General/Other mills	0.000
Total mills	0.000

Please use this space to provide any explanations or comments:

10-3: Public streets, traffic and safety control, water, sanitary and storm sewer, park and recreation, public transportation, communications systems, fire protection, security improvements, and mosquito control.

10-4: The District was formed in conjunction with ATEC Metropolitan District No. 1 (the ATEC Districts). The ATEC Districts, together with the Aerotropolis Area Coordinating Metropolitan District and The Aurora Highlands Metropolitan District Nos. 1-3 formed The Aurora Highlands Community Authority Board (CAB) pursuant to an 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 areas.

PART 11 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box		YES	NO
12-1	If you plan to submit this form electronically, have you read the new Electronic Signature Policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedure

Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as Docusign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:

- 1) Submit the application in hard copy via the US Mail including original signatures.
 - 2) Submit the application electronically via email and either,
- a. Include a copy of an adopted resolution that documents formal approval by the Board, **or**
 - b. Include electronic signatures obtained through a software program such as Docusign or Echosign in accordance with the requirements noted above.

Print the names of ALL members of current governing body below.		A MAJORITY of the members of the governing body must complete and sign in the column below.
Board Member 1	Print Board Member's Name Matthew Hopper	I, Matthew Hopper, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed  Date: 3/8/2021 My term Expires: May 2022
Board Member 2	Print Board Member's Name Carla Ferreira	I, Carla Ferreira, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed  Date: 3/2/2021 My term Expires: May 2022
Board Member 3	Print Board Member's Name Michael Sheldon	I, Michael Sheldon, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed  Date: 3/3/2021 My term Expires: May 2023
Board Member 4	Print Board Member's Name Deanna Hopper	I, Deanna Hopper, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: May 2023
Board Member 5	Print Board Member's Name Kathleen Sheldon	I, Kathleen Sheldon, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: May 2023
Board Member 6	Print Board Member's Name	
Board Member 7	Print Board Member's Name	



CliftonLarsonAllen LLP

www.CLAConnect.com

Accountant's Compilation Report

Board of Directors
ATEC Metropolitan District No. 2
Adams County, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of ATEC Metropolitan District No. 2 as of and for the year ended December 31, 2020, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the financial statements included in the accompanying prescribed form.

The Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor, which differ from accounting principles generally accepted in the United States of America.

This 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.

We are not independent with respect to ATEC Metropolitan District No. 2.

A handwritten signature in blue ink that reads "cliftonlarsonallen llp".

Greenwood Village, Colorado
March 1, 2021

Certificate Of Completion

Envelope Id: 975F5A42CB104E349CFBCECEDF305205

Status: Completed

Subject: Please DocuSign: ATECMD2 2020 Audit Exemption.pdf

Client Name: ATEC Metropolitan District No. 2

Client Number: 011-045978-00

Source Envelope:

Document Pages: 8

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Ladiella Henderson

AutoNav: Enabled

220 South 6th Street

Enveloped Stamping: Enabled

Suite 300

Time Zone: (UTC-06:00) Central Time (US & Canada)

Minneapolis, MN 55402

Ladiella.Henderson@claconnect.com

IP Address: 174.16.138.238

Record Tracking

Status: Original

Holder: Ladiella Henderson

Location: DocuSign

3/2/2021 3:18:21 PM

Ladiella.Henderson@claconnect.com

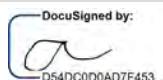
Signer Events

Carla Ferreira

carla@theaurorahighlands.com

Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Drawn on Device
Using IP Address: 174.198.130.183
Signed using mobile

Timestamp

Sent: 3/2/2021 3:39:04 PM

Viewed: 3/2/2021 3:56:29 PM

Signed: 3/2/2021 3:56:44 PM

Electronic Record and Signature Disclosure:

Accepted: 3/2/2021 3:56:29 PM

ID: e5db87d6-9c51-4a2d-b966-ef94240b6ad7

Matthew Hopper

matt@summit-strategies.net

Security Level: Email, Account Authentication
(None)



Signature Adoption: Uploaded Signature Image
Using IP Address: 76.25.114.235
Signed using mobile

Sent: 3/2/2021 3:39:04 PM

Viewed: 3/8/2021 10:03:25 AM

Signed: 3/8/2021 10:04:38 AM

Electronic Record and Signature Disclosure:

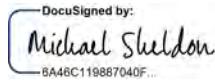
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In Person Signer Events

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Editor Delivery Events

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Agent Delivery Events

Status

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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/2/2021 3:39:04 PM
Certified Delivered	Security Checked	3/3/2021 7:57:31 PM
Signing Complete	Security Checked	3/3/2021 7:57:38 PM
Completed	Security Checked	3/8/2021 10:04:38 AM
Payment Events	Status	Timestamps
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