

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
AURORA HIGHLANDS METROPOLITAN DISTRICT NOS. 1-3
HELD
JULY 21, 2020**

A special meeting of the Board of Directors of The Aurora Highlands Metropolitan District No. 1 - 3, County of Adams (referred to hereafter as the “Board”) was convened on Tuesday, July 21, 2020, at 8:00 a.m. at the Information Center, 3900 E. 470 Beltway, Aurora, Colorado. 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’ Board meeting was held and properly noticed to be held via video enabled web conference, with one individual attending in person. The meeting was open to the public via videoconference.

Directors In Attendance Were:

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

Also In Attendance Was:

MaryAnn McGeady, Esq., Elisabeth Cortese, Esq., Drew Rippey, Esq. and Jon Hoistad, Esq.; McGeady Becher P.C.
Todd Johnson; Terra Forma Solutions, Inc.
Debra Sedgely, Denise Denslow and Anna Jones; CliftonLarsonAllen LLP (“CLA”)
Rita Connerly; Fairfield & Woods P.C.
Matthew Ruhland, Esq.; Collins Cockrel & Cole
Tanya Barton; Kutak Rock

**ADMINISTRATIVE
MATTERS**

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

Public Comment: Director Hopper noted that this meeting is open to the public. The public is welcome to speak, but those who choose to speak must identify themselves for the record. People who don’t wish to speak, but would like to be identified in the Minutes are encouraged to introduce themselves. The public is not required to identify themselves if

not speaking.

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

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

Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Districts’ Board meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried, the Board determined that because there was not a suitable or convenient location within the Districts’ boundaries to conduct this meeting and due to concerns regarding the spread of COVID-19, and the benefits to the control of the virus by limiting in-person contact, the Districts’ Board meeting was held via videoconference, with Director Shearon being the one individual attending in person. The Board further noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within its boundaries have been received.

None.

**CONSENT
AGENDA**

LEGAL MATTERS **Assignment of Responsibilities under Restated Agreement for Reimbursement of Costs (Picadilly Road Cost Reimbursement) by and among Aerotropolis Area Coordinating Metropolitan District (the “District”), The Aurora Highlands Metropolitan District Nos. 1, 2 and 3 and Green Valley Aurora Metropolitan District No. 1:**

Attorney McGeady discussed the Assignment of Responsibilities with the Board, noting that Green Valley Aurora Metropolitan District No. 1 will advance money from the bond issuance revenue which will go to Town Center Metropolitan District to pay their share of costs for The Aurora Highlands Metropolitan District Nos. 1 – 3, the District and Green Valley Aurora Metropolitan District No. 1. Attorney McGeady noted that this form of the agreement has been agreed to by all of the districts.

Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote unanimously carried by roll call, the Board approved the Assignment of Responsibilities under Restated Agreement for Reimbursement of Costs (Picadilly Road Cost Reimbursement) by and among the District, The Aurora Highlands Metropolitan District Nos. 1, 2 and 3 and Green Valley Aurora Metropolitan District No. 1.

**FINANCIAL
MATTERS**

None.

CONSTRUCTION MATTERS None.

OTHER BUSINESS There was no other business for discussion at this time.

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

Respectfully submitted,

DocuSigned by:

Denise Denstow

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Secretary for the Meeting

Certificate Of Completion

Envelope Id: 8C46B2896F7C475EB71404E667BB70F0	Status: Completed
Subject: Please DocuSign: 2.C. 7-21-20 MINUTES (TAH MD)_2020.pdf	
Client Name: TAH MD	
Client Number: 011-042659-OS03-2020	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
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Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Kathy.Suazo@claconnect.com
	IP Address: 67.137.57.251

Record Tracking

Status: Original	Holder: Kathy Suazo	Location: DocuSign
11/17/2020 3:03:24 PM	Kathy.Suazo@claconnect.com	

Signer Events

Denise Denslow
denise.denslow@claconnect.com
Security Level: Email, Account Authentication (None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 165.225.10.158

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Sent: 11/17/2020 3:24:49 PM
Viewed: 11/17/2020 4:25:05 PM
Signed: 11/17/2020 4:25:11 PM

Electronic Record and Signature Disclosure:

Accepted: 11/17/2020 4:25:05 PM
ID: 2ce18019-cf0f-461c-a9c6-522d4ccf1bd8

In Person Signer Events

Signature

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Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

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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	11/17/2020 3:24:49 PM
Certified Delivered	Security Checked	11/17/2020 4:25:05 PM
Signing Complete	Security Checked	11/17/2020 4:25:11 PM
Completed	Security Checked	11/17/2020 4:25:11 PM

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Status

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