

64TH AVE. ARI AUTHORITY (“AUTHORITY”)

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254; Fax: 303-987-2032

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Rick Wells (HM MD No. 2)	President	2023/July 28, 2023
Timothy D’Angelo (CIC MD Nos. 7, 11)	Treasurer	2025/June 1, 2025
Chris Fellows (Velocity MD Nos. 4-6)	Assistant Secretary	2023/July 28, 2023
VACANT		2023/July 28, 2023
Ann E. Finn	Secretary	

DATE: October 5, 2022

TIME: 10:00 a.m.

LOCATION: *This meeting will be held via Zoom without any individuals (neither Authority representatives nor the general public) attending in person. The meeting can be joined through the directions below:*

Zoom information:

<https://us02web.zoom.us/j/85668541337?pwd=OS9xOU9YOFNMWTFRWkp6TmNvVHJWUT09>

Meeting ID: 856 6854 1337

Passcode: 125565

Dial In: 1-346-248-7799

I. ADMINISTRATIVE MATTERS

A. Present disclosures of potential conflicts of interest.

B. Confirm quorum; confirm location of meeting and posting of meeting notice; approve agenda.

II. CONSENT AGENDA – These items are considered to be routine and will be approved and/or 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 on the Regular Agenda.

- Approve Minutes of the September 7, 2022 Regular Meeting (enclosure).
 - Review and consider approval of the TownCloud Subscription Agreement for creation of a website (enclosure).
-

III. PUBLIC COMMENTS

- A. Members of the public may express their views to the Board on matters that affect the Authority. Comments will be limited to three (3) minutes.
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IV. FINANCIAL MATTERS

- A. Review and consider approval of the payment of claims for the period ending September 27, 2022, in the amount of \$1,105,318.69 (enclosure).
-

- B. Review and accept cash position statements for the period ending _____, 2022, updated as of _____, 2022 (to be distributed).
-

- C. Review and consider approval of Accountant's Certification of \$1,099,995.69 for soft, indirect and hard costs associated with the design and construction of Public Improvements and therefore eligible for payment (as described in Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 24, dated September 16, 2022) (enclosure), and legal fees in the amount of \$684.01.
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- D. Review and consider approval of Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 24, dated September 28, 2022, prepared by Schedio Group LLC, in the amount of \$1,099,955.69 (enclosure).
-

- E. Review and authorize Project Fund Requisition No. 25 to be submitted to the Series 2020 Bond Trustee requesting \$1,100,639.70 for payment of project related expenses (enclosure).
-

V. LEGAL MATTERS

- A. Discuss status of right of way improvements under Intergovernmental Agreement Between the E-470 Public Highway Authority and the 64th Ave. ARI Authority Regarding E-470 and 64th Avenue Interchange Widening Funding and Design.
-

VI. CAPITAL/CONSTRUCTION MATTERS

A. Discuss status of the 64th Avenue Infrastructure Project:

1. Discuss status of the 64th Avenue Extension Project (American Civil Constructors, LLC, d/b/a ACC Mountain West).
-

B. Discuss status of the 64th Ave. and Denali Street Lighting Package Project (Dynalectric Company, Inc.).

VII. OTHER BUSINESS

A. _____

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 2, 2022 (BUDGET HEARING).**

Informational Enclosure:

- Memo regarding New Rate Structure from Special District Management Services, Inc.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE 64TH AVE. ARI AUTHORITY (“AUTHORITY”) HELD SEPTEMBER 7, 2022

A Regular Meeting of the Board of Directors of the 64th Ave. ARI Authority (referred to hereafter as the “Board”) was convened on Wednesday, the 7th day of September, 2022, at 10:00 a.m. via Zoom video/telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Rick Wells (HM MD No. 2) (via Zoom)
Chris Fellows (Velocity MD Nos. 4-6) (via Zoom)
Timothy D’Angelo (CIC MD Nos. 7 and 11) (via Zoom)

Also In Attendance Were:

Ann Finn; Special District Management Services, Inc. (via Zoom)

Erica Montague, Esq. McGeady Becher P.C. (via Zoom)

Diane Wheeler; Simmons & Wheeler, P.C. (via Zoom)

Ted Laudick; Silverbluff Companies, Inc. (via Zoom)

Gregg Johnson; L.C. Fulenwider Inc.

Megan Waldschmidt; Westside Investment Partners, Inc.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Montague requested that the Directors review the Agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

ADMINISTRATIVE MATTERS

Quorum/Meeting Location/Posting of Notice: Ms. Finn noted that a quorum was present. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Authority’s Board meeting. The Board determined that the meeting would be held via video/telephonic means, and

RECORD OF PROCEEDINGS

encouraged public participation. The Board further noted that notice of the time, date and location/manner of the meeting was duly posted and that no objections to the video/telephonic manner of the meeting, or any requests that the manner of the meeting be changed, had been received from taxpaying electors within the Authority's service area boundaries.

Resignation of Director: The resignation of Director Smith from the Board of Directors of Colorado International Center Metropolitan District Nos. 6, 8, 9 and 10, effective August 13, 2022, and his effective resignation as the Representative of such Districts on the Board of Directors of the 64th Ave. ARI Authority was acknowledged.

Agenda: Ms. Finn noted that a proposed Agenda for the Authority's Regular Meeting had been distributed for the Board's review and approval.

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

CONSENT AGENDA

Consent Agenda: The Board considered the following actions:

- Approve Minutes of the August 3, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Fellows, seconded by Director D'Angelo and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above action.

PUBLIC COMMENT

Public Comment: There were no public comments.

FINANCIAL MATTERS

Claims: The Board reviewed and considered the list of claims to be approved for the period ending September 7, 2022, in the amount of \$1,857,721.70.

Following discussion, upon motion duly made by Director Fellows, seconded by Director Wells and, upon vote, unanimously carried, the Board approved the payment of claims for the period ending September 7, 2022, in the amount of \$1,857,721.70.

Cash Position Statement: Ms. Wheeler reviewed with the Board the cash position statement for the period ending August 19, 2022.

Following review, upon motion duly made by Director Fellows, seconded by Director Wells and, upon vote unanimously carried, the Board accepted the cash position statement for the period ending August 19, 2022.

RECORD OF PROCEEDINGS

Accountant's Certification for Costs Associated with the Design and Construction of Public Improvements: Ms. Wheeler reviewed with the Board the Accountant's Certification of \$1,857,721.70 for soft, indirect and hard costs associated with the design and construction of Public Improvements and therefore eligible for payment (as described in Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 23, dated August 19, 2022), and legal fees in the amount of \$1,428.00.

Following discussion, upon motion duly made by Director Fellows, seconded by Director Wells and, upon vote, unanimously carried, the Board approved the Accountant's Certification, in the amount of \$1,857,721.70 for public improvement costs, and legal fees in the amount of \$1,428.00.

Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 23, dated August 19, 2022, prepared by Schedio Group LLC: The Board reviewed the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 23, dated August 19, 2022, prepared by Schedio Group LLC, in the amount of \$1,857,721.70 ("Report No. 23").

Following discussion, upon motion duly made by Director Fellows, seconded by Director Wells and, upon vote, unanimously carried, the Board approved Report No. 23, in the amount of \$1,857,721.70.

Project Fund Requisition No. 24: The Board reviewed Project Fund Requisition No. 24 to be submitted to the Series 2020 Bond Trustee requesting \$1,859,149.70 for payment of project related expenses.

Following discussion, upon motion duly made by Director Fellows, seconded by Director Wells and, upon vote, unanimously carried, the Board approved Project Fund Requisition No. 24, in the amount of \$1,859,149.70.

LEGAL MATTERS

August 23, 2021 Fatality at Project Site: Attorney Montague discussed with the Board the status of the investigation regarding the August 23, 2021 fatality. She noted receipt of a Notice of Trial and Pre-Trial Deadlines issued by the presiding Judge of the Occupational Safety and Health Review Commission which is scheduled for February 7, 2023, pending settlement between OSHA and the contractor.

Right of Way Improvements under Intergovernmental Agreement with E-470 Public Highway Authority: Director Wells noted that the issue is unresolved at this time. He also noted that more information and due diligence is needed concerning the bids and pricing for the expansion portion of the project. Mr. Laudick noted he is working on a price comparison for the work. The Board authorized District Counsel to review the Intergovernmental Agreement regarding bidding parameters.

RECORD OF PROCEEDINGS

**CAPITAL/
CONSTRUCTION
MATTERS**

64th Avenue Infrastructure Project:

64th Avenue Extension Project (American Civil Constructors, LLC d/b/a ACC Mountain West): Mr. Laudick reported he conducted an initial walk through with the City of Aurora and that a few minor items needed to be completed. Following discussion, the Board authorized Mr. Laudick to complete the work at the Jackson Gap intersection to increase the length of the transition for the left turn lane. Mr. Laudick noted the drawings have been completed and he will request a quick review and approval from the City. He also noted that the median will be completed in sections with cobble rock and no irrigation or plant material will be installed.

64th Ave. and Denali Street Lighting Package Project (Dynalectric Company Inc.):

Mr. Laudick reported that the project is ongoing.

OTHER BUSINESS There was no other business at this time.

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

Respectfully submitted,

By: _____
Secretary for the Meeting

Subscription Services Agreement

TownCloud, Inc. (“**TownCloud**”) has developed certain technology, as further described below, to provide municipalities with application based management services. This Subscription Services Agreement (this “**Agreement**”) sets forth the terms and conditions under which TownCloud will provide the Services (as defined below). Please read this Agreement carefully. By clicking “I AGREE” or by using or accessing the TownCloud System, you, on behalf of the municipality you represent (referred to herein as the “**Customer**”) acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

1. **Definitions.**

- 1.1. “**TownCloud System**” means TownCloud’s Internet cloud-based application software platform for use by local governments and municipalities to which Customer is granted access in accordance with this Agreement.
- 1.2. “**Customer Data**” means all data and information submitted to TownCloud by Customer either by an End User or a Public User in connection with the Services.
- 1.3. “**Documentation**” means TownCloud’s user manuals, handbooks, online materials, or service specifications furnished by TownCloud that describe the features, functionality or operation of the Services.
- 1.4. “**End Users**” means any employee, contractor or other representative of Customer who are authorized by Customer to use the Services on behalf of Customer.
- 1.5. “**Public Users**” means members of the general public who have been granted access to certain publically accessible portions of the TownCloud System (as described in the Documentation) as determined and controlled by Customer.
- 1.6. “**Services**” means the subscription-based software-as-a-service solution delivered via the TownCloud System as made available by TownCloud pursuant to this Agreement, in configurations and including those software applications included as part of Customer’s Subscription package.
- 1.7. “**Subscription**” means an enrollment for the Services as set forth in this Agreement.

2. **Services.** This Agreement governs Customer’s access to and use of the TownCloud System on a Subscription basis during the applicable Subscription term (as defined in Section 6). The Services and TownCloud System are accessed via a web browser interface and are made available through TownCloud’s third party web hosting service provider. This Agreement shall govern all Services purchased by Customer from TownCloud. Subscriptions may be purchased online through TownCloud’s website. By ordering a Subscription, Customer agrees to the system configurations and limitations applicable to that Subscription.

3. **Rights and Restrictions.**

- 3.1. **Right to Use and Licenses.** Subject to the terms and conditions of this Agreement, TownCloud grants to Customer, during the applicable Subscription term, a non-exclusive, non-transferable, non-sublicensable right to access and use the TownCloud System, and any related Documentation, as made available to Customer by TownCloud as part of the Services purchased by Customer and in accordance with the Documentation and the terms and conditions of this Agreement.

- 3.2. **Restrictions.** TownCloud grants Customer the right to access and use the Services solely for Customer's internal business purposes, as further described in this Agreement. The TownCloud System may only be accessed and used by the number of End Users specified in the applicable Subscription purchased by Customer. Customer agrees not to: (a) reverse engineer, decompile or disassemble any part of the TownCloud System, or work around technical limitations in the Services, except to the extent permitted by applicable law; (b) disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters use of the Services; (c) rent, lease, lend, resell, transfer the Services, or any portion thereof, to or for third parties except as expressly permitted in this Agreement, or otherwise use the Services for the benefit of a third party or to operate a service bureau; (d) attempt to probe, scan, penetrate or test the vulnerability of the TownCloud System or any network used by TownCloud to deliver the Services, or to breach TownCloud's security or authentication measures, whether by passive or intrusive techniques, unless agreed upon by both parties in writing; or (e) otherwise use the Services in any manner that exceeds the scope of use permitted hereunder.
- 3.3. **End User Accounts; Public Users.** Customer is responsible for all activities that occur under Customer's End User accounts that would constitute a violation of the terms of this Agreement. In addition, Customer controls and is solely responsible for any use of or access to the TownCloud System by any Public Users, including any access to Customer Data or any information that a Public User provides in connection with such use. Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with its use of the Services. Customer agrees to promptly notify TownCloud of any misuse of authentication credentials or of any unauthorized use of or access to Customer Data of which it becomes aware.
- 3.4. **Customer Data.** TownCloud, through its third party hosting service provider, uses commercially reasonable methods to protect Customer Data against unauthorized access or use. However, Customer must secure and maintain all rights in Customer Data necessary for TownCloud to provide the Services without violating the rights of any third party, including any privacy rights, and is responsible for any consents required for such Customer Data, and Customer is responsible for compliance with any laws or regulations applicable to the storage of Customer Data and any publication of or access to Customer Data granted by Customer.
4. **Support.** As part of the Services, TownCloud will provide limited front-line support to Customer and its End Users and representatives identified in Customer's service package as described on the TownCloud website. Customer is solely responsible for supporting any Public User's access to the TownCloud System or Services as permitted hereunder.
5. **Fees; Payment; Taxes.** Customer shall pay TownCloud the monthly, non-refundable Service fees set forth in the pricing schedule applicable to Customer's Subscription package, as described on the TownCloud website ("Fees"). TownCloud reserves the right to increase the Fees applicable to any Renewal Term (as defined in Section 6 hereof). The method of payment is established by Customer at the time of the Subscription purchase. If Customer pays by credit card, Customer authorizes TownCloud to charge Customer for the Fees using the credit card information provided by Customer. TownCloud charges and collects Fees in advance, and TownCloud will automatically renew monthly Subscriptions and charge Customer for any Renewal Term, unless other terms are agreed to by TownCloud. Customer shall be responsible for all taxes associated with Services other than taxes based on TownCloud's net income. Customer agrees to provide TownCloud with

complete and accurate billing and contact information, including Customer's legal name, street address, e-mail address, credit card information and name and telephone number of an authorized billing contact. Customer agrees to update this information within five (5) business days of any changes. If the contact information provided is false or fraudulent or if a credit card charge is denied, TownCloud reserves the right to terminate access to the Services in addition to any other legal remedies. TownCloud may charge interest for all outstanding balances at a rate equal to the lesser of one and one half percent (1½%) per month or the maximum rate permitted by applicable law, from the due date until paid.

6. **Term and Termination.** Each Subscription has a term of thirty (30) days and will be automatically renewed for successive thirty (30) day periods (each, a "Renewal Term"). Customer may terminate the Agreement by giving written notice to TownCloud through methods described in the TownCloud website. TownCloud may terminate this Agreement and Customer's access to the Services immediately if Customer is in breach of any of the terms hereof or at any time exceeds the scope of use permitted hereunder. Upon termination or expiration of this Agreement for any reason; (a) any amounts owed to TownCloud under this Agreement will be immediately due and payable; (b) all rights granted to Customer in this Agreement will immediately cease to exist, and (c) Customer must promptly discontinue all use of the TownCloud System. Termination of a Subscription includes removal of access to the all Services, and, unless otherwise agreed to by TownCloud, will result in the return or deletion of all Customer Data and the deletion of all login data, password and all related information. TownCloud will not be obligated to provide refunds for any Fees previously paid by Customer for any termination of this Agreement. Sections 7 through 12 together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.
7. **Ownership.** The TownCloud System and Documentation, including all copies, improvements, enhancements, modifications and derivative works thereof, and all worldwide intellectual property rights and other proprietary rights relating thereto or embodied therein, are the exclusive property of TownCloud and its licensors and suppliers. TownCloud and its licensors and suppliers reserve all rights in and to the TownCloud System not expressly granted to Customer in this Agreement, and no other licenses or rights are granted by implication, estoppel or otherwise.
8. **Confidentiality.** Each party acknowledges that, in the course of performing its duties under this Agreement, it may obtain business, technical or financial information relating to the other party, all of which is confidential and proprietary ("Proprietary Information"). Each party and its employees and agents shall, at all times, both during the term of this Agreement and after its termination, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than in the course of its duties as expressly provided in this Agreement; nor shall such party or its employees or agents disclose any such Proprietary Information to any person without the other party's prior written consent. Each party acknowledges that its breach of this Section may cause irreparable damage to the other party and hereby agrees that the disclosing party will be entitled to seek injunctive relief under this Section, as well as such further relief as may be granted by a court of competent jurisdiction. A party's obligations under Section 8 with respect to any Proprietary Information of the other party will terminate if such information: (a) was already known to the recipient at the time of disclosure; (b) was disclosed to the recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; or (c) is, or through no fault of the recipient has become, generally available to the public. In addition, recipient

will be allowed to disclose Proprietary Information to the extent that such disclosure is required by law (including a disclosure required under a valid Freedom of Information Act request) or by the order of a court of similar judicial or administrative body, provided that the recipient notifies the discloser of such required disclosure promptly and in writing and cooperates with the discloser, at the discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

9. **Warranties and Disclaimers.** TOWNCLOUD PROVIDES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND TOWNCLOUD DOES NOT GUARANTEE THAT THE USE OF THE SERVICES AND ACCESS TO THE CUSTOMER DATA WILL BE UNINTERRUPTED OR ERROR-FREE. THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TOWNCLOUD AND CUSTOMER AND THE SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THEM.
10. **Limitation of Liability.** TownCloud's aggregate liability for all claims asserted under this Agreement is limited to direct damages paid under this Agreement for one (1) month of Services. OTHER THAN LIABILITY ARISING UNDER A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 11 HEREOF, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR LOSS OF REVENUE OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, EVEN IF THE OTHER PARTY KNEW THEY WERE POSSIBLE OR REASONABLY FORESEEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY EVEN IF THIS REMEDY DOES NOT FULLY COMPENSATE THE OTHER PARTY FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.
11. **Indemnity.** Customer will defend at its own expense any claim or action brought by a third party against TownCloud, to the extent the claim or action arises from or is related to (a) Customer's use of the Services in any manner that breaches or violates the terms of this Agreement; (b) use of or access to the Services, the Customer Data or the TownCloud System by any End User or Public User; or (c) the negligence or willful misconduct of Customer, excluding any claim or action to the extent arising from a breach of the terms of this Agreement by TownCloud, and Customer will indemnify and hold TownCloud harmless from and against any losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or related to any such claim or action. TownCloud agrees to notify Customer promptly in writing of such action or claim; provided that failure to give such notice will not relieve Customer of its obligations hereunder except to the extent any delay compromises Customer's ability to defend such action or claim.
12. **General.** This Agreement is personal in nature and the Customer agrees not to assign or transfer any rights or delegate any obligations under this Agreement without TownCloud's prior written consent. Customer grants to TownCloud a limited, non-transferrable, worldwide license to use Customer's name and likeness on any marketing materials of TownCloud, including, but not limited to, TownCloud's website, to promote TownCloud's services. Except as expressly stated in this Agreement, any waiver, modification or amendment of any provision of this Agreement will be effective only if in form of a written amendment to this Agreement and agreed to by Customer and TownCloud either through signature or through an on-line acceptance form provided on the TownCloud website. Notwithstanding the foregoing, TownCloud may modify or amend the terms of this Agreement applicable to any Renewal Term by providing notice to Customer during the then-

current term via electronic mail or through the Services, and Customer's continued use of the Services will constitute acceptance of such modifications or amendments. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, then such provision will be fully severable and this Agreement will be construed and enforced as if such invalid, illegal or unenforceable provision were not a part hereof. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings and communication, whether written or oral. The terms of any purchase order or similar document submitted by Customer will have no effect. This Agreement will be governed and construed in accordance with the laws of the State of Colorado. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in Denver, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

Customer

Signature
Title
Printed Name
Date



TownCloud

QUOTE

Company Address 555 Eldorado Blvd. Suite 100
 Broomfield, Colorado 80021
 United States

Created Date 8/30/2022
 Expiration Date 9/30/2022
 Quote Number 00000685

Description Retail Cost:
 \$350 - one-time setup fee
 \$99/mo - subscription up to 5 admin

 3 Year Prepaid Subscription Special Offer
 - \$350 startup fee waived
 - 30% subscription discount for first 3 years

Prepared By Chris Haywood
 Phone (720) 722-0349
 Email chaywood@towncloud.com

Contact Name Ann E. Finn
 Phone 303-987-0835
 Email afinn@sdmsi.com

Bill To Name 64th Ave. ARI Authority
 Bill To 141 Union Boulevard
 Suite 150
 Lakewood, Colorado 80228
 United States

Product	List Price	Sales Price	Quantity	Discount	Total Price
Website Startup Fee (per site)	\$350.00	\$350.00	1.00	100.00%	\$0.00
Website Subscription (per year)	\$1,188.00	\$1,188.00	3.00	30.00%	\$2,494.80

Total Price \$2,494.80

By signing below, I acknowledge that I have read and agree to the TownCloud, Inc. **Subscription Services Agreement** located at <https://towncloud.com/subscription-services-agreement/>.

	
Customer Signature	TownCloud Signature
	Christopher Haywood, Manager
Printed Name & Title	Printed Name & Title

Billing Email and any special instructions:

64th Ave ARI Authority
Claims Listing
9/27/2022

<u>Vendor</u>	<u>Invoice #</u>	<u>Invoice date</u>	<u>Invoice amount</u>
Ground Engineering	214055-16	7/7/2022	12,756.25
Ground Engineering	214055.0-17	8/12/2022	21,623.25
Dynalectric Company	216015-08	8/25/2022	62,451.40
Simmons & Wheeler, P.C.	33771	8/31/2022	1,761.00
Special District Management Sevices	08 31 22	8/31/2022	1,469.00
Schedio Group LLC	200501-1408	9/1/2022	1,669.08
American Civil Constructors	21002-19	9/6/2022	1,001,239.70
Brownstein Hyatt Farber Schreck	906421	9/16/2022	513.01
McGeady Becher, P.C.	08 31 22	9/27/2022	<u>1,836.00</u>
	Total		<u><u>1,105,318.69</u></u>

ACCOUNTANT'S CERTIFICATE

October 5, 2022

Board of Directors
64th Ave ARI Authority

Re: Authority Eligible Improvements Cost Certification

This report summarizes the results of the procedures we have performed related to substantiation of the of Authority Eligible Costs to be paid by 64th Ave ARI Authority (the "Authority").

Schedio Group LLC ("Schedio Group") the Authority's independent engineer, has reviewed certain underlying documentation and has submitted an Engineer's Report and Verification of Costs Associated with Public Improvements No. 24, dated September 16, 2022, verified \$1,099,955.69 as for soft, indirect and hard costs associated with the design and construction of Public Improvements and therefore eligible for payment. Schedio Group also verified that the costs associated with Public Improvements to be reasonable when compared to similar projects during similar timeframes in similar locales.

We have reviewed certain underlying documentation supporting Exhibit A as necessary and appropriate, in accordance with accounting principles generally accepted in the United States of America, to verify the accuracy of the cost summary set forth in Exhibit A. I have discussed the allocation of costs relating to various invoices Schedio Group, to determine the reasonableness of the allocation. Based upon those discussions and the above-described procedures, the costs in the amount of \$1,099,955.69 as set forth in Exhibit A represent costs incurred for soft, indirect and hard costs associated with the design and construction of Public Improvements and eligible to be paid by the Authority.

We have also reviewed invoices provided by McGeady Becher PC and Brownstein Hyatt Farber Schreck, LLP 171.00171 related to legal service provided for the construction of public improvements in the amount of \$684.01 during August 2022. Based on this review these costs should be eligible to be paid by the Authority with bond funds

We were not engaged to and did not conduct an examination in accordance with generally accepted auditing standards in the United States of America, the objective of which would be the expression of an opinion on the financial statements of the Authority. Accordingly, we do not express such an opinion. We performed our engagement as a consulting service under the American Institute of Certified Public Accountants' Statement of Standards for Consulting Services. Had we performed additional procedures; other matters might have come to our attention that would have been reported to you.

We are not independent with respect to the Authority.





64TH AVE. ARI AUTHORITY

ENGINEER'S REPORT AND VERIFICATION OF COSTS ASSOCIATED WITH PUBLIC IMPROVEMENTS

PREPARED BY:

SCHEDIO GROUP LLC

809 14TH STREET, SUITE A

GOLDEN, COLORADO 80401

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349

DATE PREPARED: September 28, 2022

CLIENT NO.: 200501

PROJECT: 64th Avenue Regional Improvements

Engineer's Report and Verification of Costs No. 24

TABLE OF CONTENTS

ENGINEER'S REPORT

INTRODUCTION.....	1
SUMMARY OF FINDINGS.....	1
DETERMINATION OF PUBLIC PRORATION PERCENTAGE.....	3
VERIFICATION OF COSTS.....	3
VERIFICATION OF PAYMENTS.....	3
VERIFICATION OF CONSTRUCTION.....	3
SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES.....	3

ENGINEER'S VERIFICATION

ENGINEER'S VERIFICATION.....	4
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EXHIBIT A

SUMMARY OF COSTS REVIEWED.....	5
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EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED.....	10
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ENGINEER'S REPORT

INTRODUCTION

Schedio Group LLC ("Schedio Group") entered into a Master Service Agreement ("MSA") for Engineering and Cost Verification Services with 64th Ave. ARI Authority ("Authority") on August 25, 2020. This *Engineer's Report and Verification of Costs Associated with Public Improvements* ("Report") is the 24th deliverable associated with the MSA.

The 64th Ave. ARI Authority was established per the *64th Ave. ARI Authority Establishment Agreement*, as amended, ("Establishment Agreement") between and among Colorado International Center Metropolitan District Nos. 6-11 ("CIC Districts"), HM Metropolitan District No. 2 ("HM District"), and Velocity Metropolitan District Nos. 4-6 ("Velocity Districts") to design, fund, and construct 64th Avenue Regional Improvements. Per the *Covenants and Agreements Section No. 7 District Advances*:

"The Parties acknowledge the Authority shall rely on the "District Project Cost Advances", as previously defined, to pay for the Project Costs ("Project Costs"), until such time as the Authority Bonds have been issued in sufficient amount to fund all of the 64th Ave. Regional Improvements and to reimburse all District Project Cost Advances made prior to the execution of this Agreement by the Districts..., based on the following percentages: (a) CIC Districts, in the aggregate, shall advance funds equal to 50% of the Monthly Project Cost Advances; (b) HM District shall advance funds equal to 25% of the Monthly Project Cost Advances; and (c) Velocity Districts, in the aggregate, shall advance funds equal to 25% of the Monthly Project Cost Advances."

Regarding reimbursement, the *Covenants and Agreements Section No. 8 Reimbursement of District Project Cost Advances and Construction*, states:

"It is the intent of the Parties that, upon establishment, the 64th Ave. ARI Authority shall enter into a funding agreement with each District for reimbursement of the District Advances and that upon the receipt of Authority Bond proceeds sufficient to fund the 64th Ave. Regional Improvements, and to reimburse the District Advances, the 64th Ave. ARI Authority shall reimburse the District Advances and shall proceed to construct and complete the 64th Ave. Regional Improvements as expeditiously as possible."

According to the *Cost Sharing and Reimbursement Agreement*, effective April 7, 2020, by and between Westside Investment Partners, Inc., L.C. Fulenwider, Inc., ACP DIA 1287 Investors, LLC, Colorado International Center Metropolitan District No. 11, HM Metropolitan District No. 2, and Velocity Metropolitan District No. 4, the *Covenants and Agreements Section No. 1* clarifies the Pre-Organization Advances by each District, which can be seen in detail in Exhibit A, and clarifies in *Covenants and Agreements Section No. 2*, the Authority Organizers Advances Reimbursement.

SUMMARY OF FINDINGS

To date, Schedio Group has reviewed a total less retainage of \$23,156,536.31 in soft, indirect, and hard costs associated with the design and construction of improvements. Of the \$23,156,536.31 reviewed, Schedio Group has verified \$44,823.63 associated with Cost of Issuance, \$80,608.55 associated with Organizational Costs, and \$22,962,473.00 associated with Capital Costs, which are eligible for reimbursement from the Authority to the Developer or for payables by the Authority to Vendors.

Per the 64th Avenue ARI Authority – Engineer’s Report and Verification of Costs Associated with Public Improvements No. 23, prepared by Schedio Group LLC and dated August 19, 2022, Schedio Group had reviewed a total less retainage of \$22,056,580.62 in soft, indirect, and hard costs associated with the design and construction of improvements. Of the \$22,056,580.62 reviewed, Schedio Group had verified \$44,823.63 associated with Cost of Issuance, \$80,608.55 associated with Organizational Costs, and \$21,862,517.31 associated with Capital Costs, which are eligible for reimbursement from the Authority to the Developer or for payables by the Authority to Vendors.

Regarding this Report, Schedio Group has reviewed a total less retainage of \$1,099,955.69 in soft, indirect, and hard costs associated with the design and construction of improvements. Of the \$1,099,955.69 reviewed, Schedio Group verified \$0.00 associated with Cost of Issuance, \$0.00 associated with Organizational Costs, and **\$1,099,955.69** associated with Capital Costs, which are eligible for reimbursement from the Authority to the Developer or for payables by the Authority to Vendors. See Figure 1 – Summary of Verified Soft, Indirect, and Hard Costs Segregated by Service Plan Category and Figure 2 –Summary of Current Verified Costs Segregated by Vendor below for details.

	TOT VER AMT VER NOS 1 - 24	TOT PREV VER AMT VER NOS 1 - 23	TOT CUR VER AMT VER NO 24
SOFT AND INDIRECT COSTS			
Cost of Issuance	\$ 44,823.63	\$ 44,823.63	\$ -
Organizational	\$ 80,608.55	\$ 80,608.55	\$ -
Capital			
Streets	\$ 2,486,392.28	\$ 2,451,541.51	\$ 34,850.77
Water	\$ 267,065.29	\$ 266,594.02	\$ 471.27
Sanitary Sewer	\$ 218,146.52	\$ 217,675.25	\$ 471.27
Parks and Recreation	\$ 225,508.69	\$ 225,037.42	\$ 471.27
TOTAL SOFT AND INDIRECT COSTS -->	\$ 3,322,544.96	\$ 3,286,280.38	\$ 36,264.58
HARD COSTS			
Cost of Issuance	\$ -	\$ -	\$ -
Organizational	\$ -	\$ -	\$ -
Capital			
Streets	\$ 12,984,625.40	\$ 11,920,934.29	\$ 1,063,691.11
Water	\$ 5,223,659.79	\$ 5,223,659.79	\$ 0.00
Sanitary Sewer	\$ 1,102,239.82	\$ 1,102,239.82	\$ 0.00
Parks and Recreation	\$ 454,835.21	\$ 454,835.21	\$ (0.00)
TOTAL HARD COSTS -->	\$ 19,765,360.22	\$ 18,701,669.11	\$ 1,063,691.11
SOFT AND INDIRECT + HARD COSTS			
Cost of Issuance	\$ 44,823.63	\$ 44,823.63	\$ -
Organizational	\$ 80,608.55	\$ 80,608.55	\$ -
Capital			
Streets	\$ 15,471,017.68	\$ 14,372,475.80	\$ 1,098,541.88
Water	\$ 5,490,725.08	\$ 5,490,253.81	\$ 471.27
Sanitary Sewer	\$ 1,320,386.34	\$ 1,319,915.07	\$ 471.27
Parks and Recreation	\$ 680,343.90	\$ 679,872.63	\$ 471.27
TOTAL COST OF ISSUANCE -->	\$ 44,823.63	\$ 44,823.63	\$ -
TOTAL ORGANIZATIONAL COSTS -->	\$ 80,608.55	\$ 80,608.55	\$ -
TOTAL CAPITAL COSTS-->	\$ 22,962,473.00	\$ 21,862,517.31	\$ 1,099,955.69
TOTAL SOFT AND INDIRECT + HARD COSTS -->	\$ 23,087,905.18	\$ 21,987,949.49	\$ 1,099,955.69

Figure 1 - Summary of Verified Soft, Indirect, and Hard Costs Segregated by Service Plan Category

CURRENT AMT VERIFIED VERIFICATION NO 24	
AUTHORITY TO PAY	
American Civil Constructors	\$ 1,001,239.70
City of Aurora	\$ 216.00
Dynalectric Company	\$ 62,451.40
Ground Engineering	\$ 34,379.50
Schedio Group LLC	\$ 1,669.08
TOTAL SOFT AND INDIRECT + HARD COSTS -->	\$ 1,099,955.69

Figure 2 – Summary of Current Verified Costs Segregated by Vendor

DETERMINATION OF PUBLIC PRORATION PERCENTAGE

Schedio Group has verified costs considered in this Report as 100% associated with the design and construction of Public Improvements.

VERIFICATION OF COSTS

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar timeframes in similar locales.

VERIFICATION OF PAYMENTS

Schedio Group did not verify payments for **\$1,099,955.69** in costs associated with Public Improvements, as the Authority will pay vendors subsequent to this Report.

VERIFICATION OF CONSTRUCTION

Schedio Group performed a site visit on September 12, 2022. Dynalectric Company Pay Application No. 8, dated August 25, 2022, and American Civil Constructors Pay Application No. 19, dated September 6, 2022, reasonably represents work completed through August of 2022. The constructed Public Improvements appear to be in general conformance with the construction drawings. See *Exhibit B – Summary of Documents Reviewed*. Photos are available from Schedio Group upon request.

SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES

None

ENGINEER’S VERIFICATION

Timothy A. McCarthy, P.E. / Schedio Group LLC (“Independent Consulting Engineer”) states as follows:

This Engineer’s Verification is associated with the attached Engineer’s Report dated September 28, 2022.

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction, and verification of Public Improvements of similar type and function as those described in the attached Engineer’s Report.

The Independent Consulting Engineer has reviewed available construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer’s Verification.

The Independent Consulting Engineer performed a site visit on September 12, 2022 and determined that Public Improvements considered in the attached Engineer’s Report were constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer finds and determines that costs associated with Public Improvements considered in the attached Engineer’s Report, from July 7, 2022 (date of Ground Engineering Invoice No. 214055.0-16) to September 6, 2022 (date of American Civil Constructors Pay Application No. 19), are reasonably valued at **\$1,099,955.69**.

In the opinion of the Independent Consulting Engineer, the above stated value for soft, indirect, and hard costs associated with the design and construction of the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe and similar locales.

Therefore, the Independent Consulting Engineer recommends that 64th Ave. ARI Authority make payments to vendors in the amounts listed below:

American Civil Constructors	payment in the amount of	\$	1,001,239.70
City of Aurora	payment in the amount of	\$	216.00
Dynalectric Company	payment in the amount of	\$	62,451.40
Ground Engineering	payment in the amount of	\$	34,379.50
Schedio Group LLC	payment in the amount of	\$	1,669.08
	Total -->	\$	1,099,955.69



September 28, 2022

Timothy A. McCarthy, P.E. | Colorado License No. 44349

EXHIBIT A

SUMMARY OF COSTS REVIEWED

EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED

SUMMARY OF DOCUMENTS REVIEWED

DISTRICT AGREEMENTS

- Amended and Restated 64th Ave. ARI Authority Establishment Agreement, by and among Colorado International Center Metropolitan District Nos. 6, 7, 8, 9, 10, and 11, HM Metropolitan District No. 2, Velocity Metropolitan District Nos. 4, 5, and 6, effective July 28, 2020
- Cost Sharing and Reimbursement Agreement by and between Westside Investment Partners, Inc., L.C. Fulenwider, Inc., ACP DIA 1287 Investors, LLC, Colorado International Center Metropolitan District No. 11, HM Metropolitan District No. 2, and Velocity Metropolitan District No. 4, effective April 7, 2020
- Facilities Funding and Reimbursement Agreement by and between 64th Ave. ARI Authority, ACP DIA 1287 Investors, LLC, and Velocity Metropolitan District Nos. 4, 5, and 6, effective July 28, 2020
- Intergovernmental Facilities Funding and Reimbursement Agreement by and between 64th Ave. ARI Authority, L.C. Fulenwider, Inc., and the HM Metropolitan District No. 2, effective July 28, 2020
- Amended and Restated Intergovernmental Facilities Funding and Reimbursement Agreement by and between 64th Ave. ARI Authority, Westside Investment Partners, Inc., and Colorado International Center Metropolitan District nos. 6, 7, 8, 9, 10, and 11, effective July 28, 2020
- Intergovernmental Facilities Funding and Reimbursement Agreement – Districts Funding Deposit and Project Budget Shortfall by and between 64th Ave. ARI Authority, L.C. Fulenwider, Inc., and the HM Metropolitan District No. 2, effective October 7, 2020
- Intergovernmental Facilities Funding and Reimbursement Agreement – Districts Funding Deposit and Project Budget Shortfall by and between 64th Ave. ARI Authority, Westside Investment Partners, Inc., and Colorado International Center Metropolitan District nos. 6, 7, 8, 9, 10, and 11, effective October 7, 2020
- Intergovernmental Facilities Funding and Reimbursement Agreement – Pre-Bond Construction Projects, by and between the 64th Ave. ARI Authority, L.C. Fulenwider, Inc., and the HM Metropolitan District No. 2, effective October 7, 2020

PROFESSIONAL REPORTS

- Market and Fiscal Impact Analysis, prepared by THK Associates, Inc., dated October 1, 2019
- Preliminary Geotechnical Evaluation and Pavement Sections 64th Avenue Extension Study, prepared by Ground Engineering, dated November 4, 2019
- Stormwater Management Plan for 64th Avenue Extension, prepared by Martin/Martin, Inc., dated March 6, 2020
- East 64th Avenue Extension Final Drainage Report E-470 to Jackson Gap Street, Aurora, Colorado, prepared by Martin/Martin, Inc., dated March 6, 2020

LAND SURVEY DRAWINGS

- East 64th Avenue Subdivision Filing No. 1, Plat, prepared by Martin/Martin, Inc., dated December 1, 2020

CONSTRUCTION DRAWINGS

- 64th Avenue Extension Infrastructure Site Plan (E-470 to Jackson Gap), prepared by Martin/Martin, Inc., last revision dated February 28, 2020
- 64th Avenue Extension Construction Documents, prepared by Martin/Martin, Inc., last revision dated March 6, 2020

VENDOR CONTRACTS

- AE Design, Inc., Proposal for Professional Services to provide Electrical Engineering, Lighting Design and Construction Administration for 64th Avenue between E-470 and Jackson Gap, dated April 22, 2019
- AE Design, Inc., Proposal for Professional Services to provide Electrical Engineering, Lighting Design and Construction Administration for a new segment of Liverpool Street, dated April 22, 2019
- AE Design, Inc., Proposal for Professional Services to provide Electrical Engineering, Lighting Design and Construction Administration for a new segment of Denali Street, dated April 23, 2019
- American Civil Constructors, Contract for 64th Avenue Infrastructure – Gun Club to Jackson Gap, dated December 23, 2020
- Ecological Resource Consultants, Inc., Preliminary and Final Design Geomorphologic and Riparian Assistance – Possum Gully, dated April 7, 2020
- Ground Engineering Consultants, Inc., Proposal for Professional Services to provide Geotechnical Subsurface Exploration Program, 64th Avenue Culvert Improvements, executed February 20, 2020
- Ground Engineering Consultants, Inc., Proposal for Professional Services to provide Limited Geotechnical Subsurface Exploration Program, East 64th Avenue Pipeline – E-470 Crossing, executed May 26, 2020
- Ground Engineering Consultants, Inc., Proposal for Professional Services to provide Limited Geotechnical Subsurface Exploration Program, 64th Avenue Extension Study, executed September 5, 2019
- Ground Engineering Consultants, Inc., Proposal for Professional Services to provide Limited Geotechnical Subsurface Exploration Program, Liverpool Street Extension Study, executed October 29, 2019
- Martin/Martin, Inc., Proposed Agreement for Professional Services to provide Civil Engineering services for High Point Boulevard, Himalaya Street, and Liverpool Extensions, dated January 31, 2019

- Martin/Martin, Inc., Proposed Agreement for Professional Services to provide 64th Ave. Extension, Concept Studies of Mass Grading, Possum Gully Channel, Regional Detention Pond PGO, dated March 20, 2019
- Martin/Martin, Inc., Proposed Agreement for Professional Services to provide Aerial Mapping for 64th Ave. Extension, dated March 22, 2019
- Martin/Martin, Inc., Proposed Agreement for additional Services to provide E470 24" Water Line Crossing Plans, Easement/Agreement Exhibits, and Construction Administration, dated November 1, 2019
- Martin/Martin, Inc., Proposed Agreement for Professional Services to provide Civil Engineering services for Possum Gully Channel, Regional Pond PGO and 66th Ave. Roadway, dated March 5, 2020, revised April 10, 2020
- Martin/Martin, Inc., Agreement Regarding Consent to Assignment of Contracts for Civil Engineering Professional Services, dated March 3, 2021
- Native Sun Construction, Contract for E-470 Waterline Project, dated November 10, 2020
- Norris Design, Inc., Proposal for Professional Services to prepare an Infrastructure Site Plan (ISP), dated March 18, 2019
- Norris Design, Inc., Proposal for Professional Services to prepare an Infrastructure Site Plan (ISP) 64th Avenue/ Tibet to Jackson Gap, dated April 10, 2019
- Norris Design, Inc., Proposal for Professional Services to prepare an Infrastructure Site Plan (ISP) DeGaulle Street (Denali Street), dated October 28, 2019
- Norris Design, Inc., Proposal for Professional Services to prepare an Infrastructure Site Plan (ISP) 64th Avenue/ Tibet to Jackson Gap, Additional Services, dated March 18, 2020
- Norris Design, Inc., Proposal for Professional Services to prepare an Infrastructure Site Plan (ISP) Possum Gully Channel, dated April 20, 2020
- Norris Design, Inc., Proposal for Professional Services to prepare an Infrastructure Site Plan (ISP) Pinon Pond, dated September 11, 2020
- Sema Precast, Contract for 64th Ave Reinforced Concrete Box Culvert Fabrication, dated October 28, 2020
- Silverbluff Companies, Inc., Service Agreement for Construction Management Services, effective July 28, 2020
- SWCA Environmental Consultants, Proposal for Professional Services to provide an Evaluation of Potential Endangered Species Act Considerations, 2nd Creek Drainageway Improvements at the Harvest Mile Project, dated August 19, 2019
- SWCA Environmental Consultants, Proposal for Professional Services to provide an Approved Jurisdictional Determination for Possum Gully and Cottontail Run, dated February 18, 2020
- T2 UES, Inc., Service Agreement for Utility Engineering for Denali Street, dated July 3, 2020
- T2 UES, Inc., Service Agreement for High Point Test Holes – E470, undated

- T2 UES, Inc., Service Agreement for Utility Engineering for 64th Avenue – E470, East Extension, executed August 6, 2020
- THK Associates, Inc., Proposal for Professional Services to provide Market and Absorption Analysis, dated June 7, 2019

CONSULTANT INVOICES

- See *Exhibit A - Summary of Costs Reviewed*

CONTRACTOR PAY APPLICATIONS

- American Civil Constructors, Pay Application Nos. 1 - 19, dated February 26, 2021 through September 6, 2022
- DynaElectric, Pay Application Nos. 1 - 8, dated October 25, 2021 through August 25, 2022
- Native Sun Construction, Pay Application Nos. 1 - 7, dated December 23, 2020 through July 31, 2021

PROJECT FUND REQUISITION

Requisition No. 25

\$24,000,000
64th Ave. ARI Authority
Special Revenue Bonds
Series 2020

The undersigned certifies that s/he is the Authority Representative under that certain Indenture of Trust dated as of October 1, 2020 (the “Indenture”) between 64th Ave. ARI Authority (the “Authority”) and UMB Bank, n.a., as trustee (the “Trustee”).

All capitalized terms used in this requisition (“Requisition”) shall have the respective meanings assigned in the Indenture.

The undersigned Authority Representative hereby makes a requisition from the Project Fund held by the Trustee under the Indenture, and in support thereof states:

1. The amount requisitioned is \$ 1,100,639.70.
2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows:

Payment to 64th Ave ARI Authority for the following items

Schedio Report No. 24	\$ 1,099,955.69
Legal fees	<u>684.01</u>
Total request	<u>\$ 1,100,639.70</u>

3. Payment is due to the above person for (describe nature of the obligation and indicate if payment is to be used as an initial or replenishing deposit to the Supplemental Project Fund created by the Authority under Resolution No. 2020-09-01 Resolution of the Board of Directors of 64th Ave. ARI Authority Authorizing a Supplemental Project Fund):

Payment for Public Improvements as verified by Schedio Group LLC Report 24, Schedio Group Invoices for verification of Costs, and capital portion of legal invoices.

4. The above payment obligation has been properly incurred, is a proper charge against the Project Fund, and has not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.

5. The costs for which the disbursement is requested herein are authorized by the Service Plans of the Districts and constitute Project Costs. With respect to the Project financed or refinanced with the disbursement requested herein, the Districts have represented to the Authority

that, based upon information available to the Districts, the Districts have found and determined that such Project is in the nature of community improvements intended for the general direct or indirect benefit of the existing and planned community within the Districts, and constitutes improvements for which the Districts are authorized to issue indebtedness and impose ad valorem property taxes in the form of the ARI Mill Levy in accordance with their electoral authorization and Service Plans, and the payment of such costs of the Project is in furtherance of the purposes for which the Districts were formed.

6. With respect to the Project financed with the disbursement requested herein, based upon information available to the Authority, including any applicable report of an independent engineer, the Authority has found and determined that such Project constitutes improvements for which the Authority is authorized to issue indebtedness in accordance with the Act and the Establishment Agreement, and the payment of such costs of the Project is in furtherance of the purposes for which the Authority was formed.

7. No Event of Default has occurred and is continuing under the Indenture.

8. Disbursement instructions are attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of October 2022.

Authority Representative



141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 • Fax: 303-987-2032

MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski
Executive Vice-President

DATE: September 2, 2022

RE: Notice of 2023 Rate Increase

A rectangular box containing a handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by the CPI (8.5%) per hour.

We hope you will understand that it is necessary to increase our rates due to increasing gas and operating costs along with new laws and rules implemented by our legislature.