

**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT (“CIC”) NOS. 4, 5, 6, 8, 9 and 10**

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: (303) 987-0835
Fax: (303) 987-2032

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Andrew Klein	President	2023/May 2023
Kevin Smith	Treasurer	2023/May 2023
Otis Moore, III	Assistant Secretary	2025/May 2025
Theodore Laudick	Assistant Secretary	2025/May 2025
VACANT		2023/May 2023
Ann Finn	Secretary	

DATE: May 23, 2022
TIME: 10:30 A.M.
PLACE: VIA Conference Call

TO ATTEND THIS MEETING DIAL THE PHONE NUMBER BELOW, AND ENTER THE INDICATED MEETING ID NUMBER AND PASSCODE WHEN PROMPTED:

Teleconference information:
Phone Number: 1-669-900-6833
Meeting ID: 434 948 0582
Passcode: 355867

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest.

- B. Approve Agenda, confirm location of meeting and posting of meeting notices. Designate 24-hour posting location.

- C. Discuss results of cancelled May 3, 2022 Regular Directors’ Election (enclosure).

- D. Consider appointment of Officers:

President _____
Treasurer _____
Secretary _____
Asst. Secretary _____
Asst. Secretary _____

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 in the Regular Agenda.

- Consider approval of Minutes of the October 25, 2021 Special Meeting (enclosures **CIC Nos. 4, 5, 6, 8, 9 and 10**).
-

II. PUBLIC COMMENTS

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

- A. Review and accept unaudited financial statements through the period ending March 31, 2022 (to be distributed).
-

- B. Review and consider approval of the 2021 Audit and authorize execution of the Representation Letter (**CIC Nos. 4 and 8**) (to be distributed).
-

- C. Ratify approval of the preparation, execution and filing of the Application for Exemption from Audit for 2021 (**CIC Nos. 5, 6, 9 and 10**) (enclosures).
-

IV. LEGAL MATTERS

- A. Ratify approval of Facilities Acquisition and Reimbursement Agreement by and between Colorado International Center Metropolitan District No. 4, Richmond American Homes of Colorado, Inc., and ACM High Point VI LLC (**CIC No. 4**) (enclosure).
-

- B. Ratify approval of Facilities Acquisition Agreement by and between Colorado International Center Metropolitan District No. 5 and Meritage Homes of Colorado, Inc. (**CIC No. 5**) (enclosure).
-

V. OTHER BUSINESS

A. _____

VI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
JULY 25, 2022.**

**NOTICE OF CANCELLATION OF
REGULAR ELECTION
BY THE DESIGNATED ELECTION
OFFICIAL FOR THE
COLORADO INTERNATIONAL
CENTER METROPOLITAN
DISTRICT NOS. 4,5,6,8,9&10**

NOTICE IS HEREBY GIVEN by the Colorado International Center Metropolitan District Nos.4,5,6,8,9&10, Adams County, Colorado, that at the close of business on the sixty-third (63rd) day before the election there were not more candidates for Director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates; therefore, the election to be held on May 3, 2022, is hereby cancelled.

The following candidates are declared elected:

Theodore L. Laudick
3 Year Term

Otis Moore III
3 Year Term

VACANT
1 Year Term

DATED this 1st day of March, 2022.

COLORADO INTERNATIONAL
CENTER METROPOLITAN DISTRICT
NOS. 4-11

Ann E. Finn
Designated Election Official

Published on: March 31, 2022
Published in: Aurora Sentinel

**AVISO DE CANCELACIÓN DE ELECCIÓN
REGULAR
POR EL FUNCIONARIO ELECTORAL
DESIGNADO PARA EL
COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NOS.
4,5,6,8,9&10**

POR ESTE MEDIO SE DA AVISO por parte del Colorado International Center Metropolitan District Nos. 4,5,6,8,9&10, Adams County, Colorado, que al cierre de operaciones del día sesenta y tres (63) antes de la elección no había más candidatos para Director que cargos por cubrir, incluidos candidatos que presentaron declaraciones juradas de intención de ser candidatos por escrito; por lo tanto, se cancela la elección a celebrarse el 3 de mayo de 2022.

Se declaran elegidos los siguientes candidatos:

Theodore L. Laudick
Término de tres años [3]

Otis Moore III
Término de tres años [3]

VACANT
Término de un año [1]

FECHADO este 1st día de marzo de 2022.

COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NOS. 4-11

Ann E. Finn
Oficial Electoral Designado

Publicado el: March 31, 2022
Publicado en: Aurora Sentinel

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 4 HELD OCTOBER 25, 2021

A Special Meeting of the Board of Directors (referred to hereafter as the "Board") of the Colorado International Center Metropolitan District No. 4 (referred to hereafter as the "District") was convened on Monday, the 25th day of October, 2021, at 10:30 a.m. The District Board meeting was held and properly noticed to be held via conference call. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Andrew Klein
Kevin Smith
Otis Moore, III
Theodore Laudick

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Zachary Leavitt; CliftonLarsonAllen LLP

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 Hoistad 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

Agenda: Ms. Finn distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

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

RECORD OF PROCEEDINGS

Location of Meeting and Posting of Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined that the meeting would be held by telephonic means, and encouraged public participation via telephone. The Board further noted that notice of the time, date and location/manner of the meeting was duly posted and that the District had not received any objections to the telephonic manner of the meeting, or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries.

Status of District Website:

Website Creation and Maintenance Services: The Board discussed the engagement of Archipelago Web Inc. for website creation and maintenance services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the engagement of Archipelago Web Inc. for website creation and maintenance services and authorized any necessary actions in connection therewith.

Termination of Eligible Governmental Entity Agreement with Colorado State Internet Portal Authority: The Board discussed authorizing the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

Consent Agenda: The Board considered the following actions:

- Consider approval of Minutes of the August 30, 2021 Special Meeting.
- Consider approval of Minutes of the October 12, 2021 Special Meeting.
- Discuss business to be conducted in 2022 and location (virtual and/or physical) of meetings. Schedule meeting dates for the 4th Monday in February, May, July and October at 10:30 a.m. via conference call and consider adoption of Resolution No. 2021-10-01; Resolution Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.

Following review, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions.

RECORD OF PROCEEDINGS

PUBLIC COMMENT

There was no public comment.

FINANCIAL MATTERS

Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP: The Board reviewed the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

Financial Statements/Schedule of Cash Position: Mr. Leavitt reviewed with the Board the cash position statement for the period ending June 30, 2021, updated as of October 21, 2021.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board accepted the cash position statement for the period ending June 30, 2021, updated as of October 21, 2021, as presented.

2021 Audit: The Board discussed the engagement of Schilling & Company, Inc. for preparation of 2021 Audit, for an amount not to exceed \$4,000.00.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the engagement of Schilling & Company, Inc. for preparation of the 2021 Audit, for an amount not to exceed \$4,000.00.

2021 Budget Amendment Hearing: The President opened the public hearing to consider an amendment to the 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider an amendment to the 2021 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 this public hearing. There were no comments from the public in attendance and the public hearing was closed.

It was determined that no amendment to the 2021 Budget was required.

2022 Budget Hearing: The President opened the public hearing to consider approval of the proposed 2022 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of the 2022 Budget and the date, time and place of the public hearing was

RECORD OF PROCEEDINGS

made in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing. No public comments were received, and the public hearing was closed.

Mr. Leavitt reviewed the estimated year-end 2021 revenues and expenditures and the proposed 2022 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2021-10-02 to Adopt the 2022 Budget and Appropriate Sums of Money, and Resolution No. 2021-10-03 to Set Mill Levies (for the General Fund at 10.000 mills, the Debt Service Fund at 10.000 mills, and for Contractual Obligations - Regional at 1.000 mills, for a total mill levy of 21.000 mills). Upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from Adams County on or before December 10, 2021. Ms. Finn was authorized to transmit the Certification of Mill Levies to Adams County not later than December 15, 2021. Ms. Finn was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2022. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

2023 Budget Preparation: The Board discussed the preparation of the 2023 Budget.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2023 Budget.

LEGAL MATTERS

Resolution Calling A Regular Election for Directors for May 3, 2022: The Board discussed new legislative requirements and related expenses for the upcoming election.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-04, Calling A Regular Election For Directors for May 3, 2022,

RECORD OF PROCEEDINGS

appointing Ann Finn as the Designated Election Official and authorizing her to perform all tasks required for the May 3, 2022 Regular Election of the Board of Directors for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 5 HELD OCTOBER 25, 2021

A Special Meeting of the Board of Directors (referred to hereafter as the "Board") of the Colorado International Center Metropolitan District No. 5 (referred to hereafter as the "District") was convened on Monday, the 25th day of October, 2021, at 10:30 a.m. The District Board meeting was held and properly noticed to be held via conference call. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Andrew Klein
Kevin Smith
Otis Moore, III
Theodore Laudick

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Zachary Leavitt; CliftonLarsonAllen LLP

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 Hoistad 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

Agenda: Ms. Finn distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

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

RECORD OF PROCEEDINGS

Location of Meeting and Posting of Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined that the meeting would be held by telephonic means, and encouraged public participation via telephone. The Board further noted that notice of the time, date and location/manner of the meeting was duly posted and that the District had not received any objections to the telephonic manner of the meeting, or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries.

Status of District Website:

Website Creation and Maintenance Services: The Board discussed the engagement of Archipelago Web Inc. for website creation and maintenance services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the engagement of Archipelago Web Inc. for website creation and maintenance services and authorized any necessary actions in connection therewith.

Termination of Eligible Governmental Entity Agreement with Colorado State Internet Portal Authority: The Board discussed authorizing the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

Consent Agenda: The Board considered the following actions:

- Consider approval of Minutes of the May 28, 2021 Special Meeting.
- Consider approval of Minutes of the August 30, 2021 Special Meeting.
- Consider approval of Minutes of the October 12, 2021 Special Meeting.
- Discuss business to be conducted in 2022 and location (virtual and/or physical) of meetings. Schedule meeting dates for the 4th Monday in February, May, July and October at 10:30 a.m. via conference call and consider adoption of Resolution No. 2021-10-01; Resolution Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.

Following review, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions.

RECORD OF PROCEEDINGS

PUBLIC COMMENT

There was no public comment.

FINANCIAL MATTERS

Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP: The Board reviewed the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

2021 Application for Exemption from Audit: The Board discussed the 2021 Application for Exemption from Audit.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board appointed the District accountant to prepare and file the Application for Exemption from Audit for 2021 with the State Auditor by March 31, 2022.

2021 Budget Amendment Hearing: The President opened the public hearing to consider an amendment to the 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider an amendment to the 2021 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 this public hearing. There were no comments from the public in attendance and the public hearing was closed.

It was determined that no amendment to the 2021 Budget was required.

2022 Budget Hearing: The President opened the public hearing to consider approval of the proposed 2022 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of the 2022 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 or at this public hearing. No public comments were received, and the public hearing was closed.

Mr. Leavitt reviewed the estimated year-end 2021 revenues and expenditures and the proposed 2022 estimated revenues and expenditures.

RECORD OF PROCEEDINGS

Following discussion, the Board considered the adoption of Resolution No. 2021-10-02 to Adopt the 2022 Budget and Appropriate Sums of Money, and Resolution No. 2021-10-03 to Set Mill Levies (for the General Fund at 11.132 mills, Contractual Obligations – Debt Service at 55.664 mills, and Contractual Obligations – Regional Mill Levy at 1.000 mills, for a total mill levy of 67.796 mills). Upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from Adams County on or before December 10, 2021. Ms. Finn was authorized to transmit the Certification of Mill Levies to Adams County not later than December 15, 2021. Ms. Finn was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2022. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

Resolution Regarding Adjustment of the District Mill Levy: The Board discussed Resolution No. 2021-10-04, Resolution of the Board of Directors of Colorado International Center Metropolitan District No. 5 Authorizing the Adjustment of the District Mill Levy in Accordance with the Service Plan.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-04, Resolution of the Board of Directors of Colorado International Center Metropolitan District No. 5 Authorizing the Adjustment of the District Mill Levy in Accordance with the Service Plan. A copy of the adopted Resolution is attached to these minutes and incorporated herein by this reference.

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

2023 Budget Preparation: The Board discussed the preparation of the 2023 Budget.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2023 Budget.

RECORD OF PROCEEDINGS

LEGAL MATTERS **Resolution Calling A Regular Election for Directors for May 3, 2022:** The Board discussed new legislative requirements and related expenses for the upcoming election.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-05, Calling A Regular Election For Directors for May 3, 2022, appointing Ann Finn as the Designated Election Official and authorizing her to perform all tasks required for the May 3, 2022 Regular Election of the Board of Directors for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

OTHER BUSINESS There was no other business.

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 6 HELD OCTOBER 25, 2021

A Special Meeting of the Board of Directors (referred to hereafter as the "Board") of the Colorado International Center Metropolitan District No. 6 (referred to hereafter as the "District") was convened on Monday, the 25th day of October, 2021, at 10:30 a.m. The District Board meeting was held and properly noticed to be held via conference call. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Andrew Klein
Kevin Smith
Otis Moore, III
Theodore Laudick

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Zachary Leavitt; CliftonLarsonAllen LLP

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 Hoistad 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

Agenda: Ms. Finn distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

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

RECORD OF PROCEEDINGS

Location of Meeting and Posting of Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined that the meeting would be held by telephonic means, and encouraged public participation via telephone. The Board further noted that notice of the time, date and location/manner of the meeting was duly posted and that the District had not received any objections to the telephonic manner of the meeting, or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries.

Status of District Website:

Website Creation and Maintenance Services: The Board discussed the engagement of Archipelago Web Inc. for website creation and maintenance services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the engagement of Archipelago Web Inc. for website creation and maintenance services and authorized any necessary actions in connection therewith.

Termination of Eligible Governmental Entity Agreement with Colorado State Internet Portal Authority: The Board discussed authorizing the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

Consent Agenda: The Board considered the following actions:

- Consider approval of Minutes of the May 28, 2021 Special Meeting.
- Consider approval of Minutes of the October 12, 2021 Special Meeting.
- Discuss business to be conducted in 2022 and location (virtual and/or physical) of meetings. Schedule meeting dates for the 4th Monday in February, May, July and October at 10:30 a.m. via conference call and consider adoption of Resolution No. 2021-10-01; Resolution Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.

Following review, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions.

RECORD OF PROCEEDINGS

PUBLIC COMMENT

There was no public comment.

FINANCIAL MATTERS

Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP: The Board reviewed the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

2021 Application for Exemption from Audit: The Board discussed the 2021 Application for Exemption from Audit.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board appointed the District accountant to prepare and file the Application for Exemption from Audit for 2021 with the State Auditor by March 31, 2022.

2021 Budget Amendment Hearing: The President opened the public hearing to consider an amendment to the 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider an amendment to the 2021 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 this public hearing. There were no comments from the public in attendance and the public hearing was closed.

It was determined that no amendment to the 2021 Budget was required.

2022 Budget Hearing: The President opened the public hearing to consider approval of the proposed 2022 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of the 2022 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 or at this public hearing. No public comments were received, and the public hearing was closed.

Mr. Leavitt reviewed the estimated year-end 2021 revenues and expenditures and the proposed 2022 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2021-10-02 to Adopt the 2022 Budget and Appropriate Sums of Money, and Resolution No.

RECORD OF PROCEEDINGS

2021-10-03 to Set Mill Levies (Contractual Obligations - Regional at 5.000 mills, for a total mill levy of 5.000 mills). Upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from Adams County on or before December 10, 2021. Ms. Finn was authorized to transmit the Certification of Mill Levies to Adams County not later than December 15, 2021. Ms. Finn was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2022. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

2023 Budget Preparation: The Board discussed the preparation of the 2023 Budget.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2023 Budget.

LEGAL MATTERS

Resolution Calling A Regular Election for Directors for May 3, 2022: The Board discussed new legislative requirements and related expenses for the upcoming election.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-04, Calling A Regular Election For Directors for May 3, 2022, appointing Ann Finn as the Designated Election Official and authorizing her to perform all tasks required for the May 3, 2022 Regular Election of the Board of Directors for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

OTHER BUSINESS

There was no other business.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 8 HELD OCTOBER 25, 2021

A Special Meeting of the Board of Directors (referred to hereafter as the "Board") of the Colorado International Center Metropolitan District No. 8 (referred to hereafter as the "District") was convened on Monday, the 25th day of October, 2021, at 10:30 a.m. The District Board meeting was held and properly noticed to be held via conference call. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Andrew Klein
Kevin Smith
Otis Moore, III
Theodore Laudick

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Zachary Leavitt; CliftonLarsonAllen LLP

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 Hoistad 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

Agenda: Ms. Finn distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

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

RECORD OF PROCEEDINGS

Location of Meeting and Posting of Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined that the meeting would be held by telephonic means, and encouraged public participation via telephone. The Board further noted that notice of the time, date and location/manner of the meeting was duly posted and that the District had not received any objections to the telephonic manner of the meeting, or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries.

Status of District Website:

Website Creation and Maintenance Services: The Board discussed the engagement of Archipelago Web Inc. for website creation and maintenance services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the engagement of Archipelago Web Inc. for website creation and maintenance services and authorized any necessary actions in connection therewith.

Termination of Eligible Governmental Entity Agreement with Colorado State Internet Portal Authority: The Board discussed authorizing the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

Consent Agenda: The Board considered the following actions:

- Consider approval of Minutes of the August 30, 2021 Special Meeting.
- Consider approval of Minutes of the October 12, 2021 Special Meeting.
- Discuss business to be conducted in 2022 and location (virtual and/or physical) of meetings. Schedule meeting dates for the 4th Monday in February, May, July and October at 10:30 a.m. via conference call and consider adoption of Resolution No. 2021-10-01; Resolution Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.

Following review, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions.

RECORD OF PROCEEDINGS

PUBLIC COMMENT

There was no public comment.

FINANCIAL MATTERS

Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP: The Board reviewed the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

2021 Audit: The Board discussed the engagement of Schilling & Company, Inc. for preparation of 2021 Audit, for an amount not to exceed \$4,000.00.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the engagement of Schilling & Company, Inc. for preparation of the 2021 Audit, for an amount not to exceed \$4,000.00.

2021 Budget Amendment Hearing: The President opened the public hearing to consider an amendment to the 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider an amendment to the 2021 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 this public hearing. There were no comments from the public in attendance and the public hearing was closed.

It was determined that no amendment to the 2021 Budget was required.

2022 Budget Hearing: The President opened the public hearing to consider approval of the proposed 2022 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of the 2022 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 or at this public hearing. No public comments were received, and the public hearing was closed.

Mr. Leavitt reviewed the estimated year-end 2021 revenues and expenditures and the proposed 2022 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2021-10-02 to Adopt the 2022 Budget and Appropriate Sums of Money, and Resolution No.

RECORD OF PROCEEDINGS

2021-10-03 to Set Mill Levies (for the General Fund at 50.000 mills and Contractual Obligations - Regional at 5.000 mills, for a total mill levy of 55.000 mills). Upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from Adams County on or before December 10, 2021. Ms. Finn was authorized to transmit the Certification of Mill Levies to Adams County not later than December 15, 2021. Ms. Finn was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2022. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

2023 Budget Preparation: The Board discussed the preparation of the 2023 Budget.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2023 Budget.

LEGAL MATTERS

Resolution Calling A Regular Election for Directors for May 3, 2022: The Board discussed new legislative requirements and related expenses for the upcoming election.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-04, Calling A Regular Election For Directors for May 3, 2022, appointing Ann Finn as the Designated Election Official and authorizing her to perform all tasks required for the May 3, 2022 Regular Election of the Board of Directors for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

OTHER BUSINESS

There was no other business.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 9 HELD OCTOBER 25, 2021

A Special Meeting of the Board of Directors (referred to hereafter as the "Board") of the Colorado International Center Metropolitan District No. 9 (referred to hereafter as the "District") was convened on Monday, the 25th day of October, 2021, at 10:30 a.m. The District Board meeting was held and properly noticed to be held via conference call. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Andrew Klein
Kevin Smith
Otis Moore, III
Theodore Laudick

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Zachary Leavitt; CliftonLarsonAllen LLP

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 Hoistad 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

Agenda: Ms. Finn distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

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

RECORD OF PROCEEDINGS

Location of Meeting and Posting of Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined that the meeting would be held by telephonic means, and encouraged public participation via telephone. The Board further noted that notice of the time, date and location/manner of the meeting was duly posted and that the District had not received any objections to the telephonic manner of the meeting, or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries.

Status of District Website:

Website Creation and Maintenance Services: The Board discussed the engagement of Archipelago Web Inc. for website creation and maintenance services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the engagement of Archipelago Web Inc. for website creation and maintenance services and authorized any necessary actions in connection therewith.

Termination of Eligible Governmental Entity Agreement with Colorado State Internet Portal Authority: The Board discussed authorizing the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

Consent Agenda: The Board considered the following actions:

- Consider approval of Minutes of the May 28, 2021 Special Meeting.
- Consider approval of Minutes of the October 12, 2021 Special Meeting.
- Discuss business to be conducted in 2022 and location (virtual and/or physical) of meetings. Schedule meeting dates for the 4th Monday in February, May, July and October at 10:30 a.m. via conference call and consider adoption of Resolution No. 2021-10-01; Resolution Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.

Following review, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions.

RECORD OF PROCEEDINGS

PUBLIC COMMENT

There was no public comment.

FINANCIAL MATTERS

Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP: The Board reviewed the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

2021 Application for Exemption from Audit: The Board discussed the 2021 Application for Exemption from Audit.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board appointed the District accountant to prepare and file the Application for Exemption from Audit for 2021 with the State Auditor by March 31, 2022.

2021 Budget Amendment Hearing: The President opened the public hearing to consider an amendment to the 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider an amendment to the 2021 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 this public hearing. There were no comments from the public in attendance and the public hearing was closed.

It was determined that no amendment to the 2021 Budget was required.

2022 Budget Hearing: The President opened the public hearing to consider approval of the proposed 2022 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of the 2022 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 or at this public hearing. No public comments were received, and the public hearing was closed.

Mr. Leavitt reviewed the estimated year-end 2021 revenues and expenditures and the proposed 2022 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2021-10-02 to Adopt the 2022 Budget and Appropriate Sums of Money, and Resolution No.

RECORD OF PROCEEDINGS

2021-10-03 to Set Mill Levies (Contractual Obligations - Regional at 5.000 mills, for a total mill levy of 5.000 mills). Upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from Adams County on or before December 10, 2021. Ms. Finn was authorized to transmit the Certification of Mill Levies to Adams County not later than December 15, 2021. Ms. Finn was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2022. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

2023 Budget Preparation: The Board discussed the preparation of the 2023 Budget.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2023 Budget.

LEGAL MATTERS

Resolution Calling A Regular Election for Directors for May 3, 2022: The Board discussed new legislative requirements and related expenses for the upcoming election.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-04, Calling A Regular Election For Directors for May 3, 2022, appointing Ann Finn as the Designated Election Official and authorizing her to perform all tasks required for the May 3, 2022 Regular Election of the Board of Directors for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

OTHER BUSINESS

There was no other business.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 10 HELD OCTOBER 25, 2021

A Special Meeting of the Board of Directors (referred to hereafter as the "Board") of the Colorado International Center Metropolitan District No. 10 (referred to hereafter as the "District") was convened on Monday, the 25th day of October, 2021, at 10:30 a.m. The District Board meeting was held and properly noticed to be held via conference call. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Andrew Klein
Kevin Smith
Otis Moore, III
Theodore Laudick

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Zachary Leavitt; CliftonLarsonAllen LLP

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 Hoistad 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

Agenda: Ms. Finn distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

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

RECORD OF PROCEEDINGS

Location of Meeting and Posting of Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined that the meeting would be held by telephonic means, and encouraged public participation via telephone. The Board further noted that notice of the time, date and location/manner of the meeting was duly posted and that the District had not received any objections to the telephonic manner of the meeting, or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries.

Status of District Website:

Website Creation and Maintenance Services: The Board discussed the engagement of Archipelago Web Inc. for website creation and maintenance services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the engagement of Archipelago Web Inc. for website creation and maintenance services and authorized any necessary actions in connection therewith.

Termination of Eligible Governmental Entity Agreement with Colorado State Internet Portal Authority: The Board discussed authorizing the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

Consent Agenda: The Board considered the following actions:

- Consider approval of Minutes of the May 28, 2021 Special Meeting.
- Consider approval of Minutes of the October 12, 2021 Special Meeting.
- Discuss business to be conducted in 2022 and location (virtual and/or physical) of meetings. Schedule meeting dates for the 4th Monday in February, May, July and October at 10:30 a.m. via conference call and consider adoption of Resolution No. 2021-10-01; Resolution Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.

Following review, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions.

RECORD OF PROCEEDINGS

PUBLIC COMMENT

There was no public comment.

FINANCIAL MATTERS

Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP: The Board reviewed the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

2021 Application for Exemption from Audit: The Board discussed the 2021 Application for Exemption from Audit.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board appointed the District accountant to prepare and file the Application for Exemption from Audit for 2021 with the State Auditor by March 31, 2022.

2021 Budget Amendment Hearing: The President opened the public hearing to consider an amendment to the 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider an amendment to the 2021 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 this public hearing. There were no comments from the public in attendance and the public hearing was closed.

It was determined that no amendment to the 2021 Budget was required.

2022 Budget Hearing: The President opened the public hearing to consider approval of the proposed 2022 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of the 2022 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 or at this public hearing. No public comments were received, and the public hearing was closed.

Mr. Leavitt reviewed the estimated year-end 2021 revenues and expenditures and the proposed 2022 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2021-10-02 to Adopt the 2022 Budget and Appropriate Sums of Money, and Resolution No.

RECORD OF PROCEEDINGS

2021-10-03 to Set Mill Levies (Contractual Obligations - Regional at 5.000 mills, for a total mill levy of 5.000 mills). Upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from Adams County on or before December 10, 2021. Ms. Finn was authorized to transmit the Certification of Mill Levies to Adams County not later than December 15, 2021. Ms. Finn was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2022. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

2023 Budget Preparation: The Board discussed the preparation of the 2023 Budget.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2023 Budget.

LEGAL MATTERS

Resolution Calling A Regular Election for Directors for May 3, 2022: The Board discussed new legislative requirements and related expenses for the upcoming election.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-04, Calling A Regular Election For Directors for May 3, 2022, appointing Ann Finn as the Designated Election Official and authorizing her to perform all tasks required for the May 3, 2022 Regular Election of the Board of Directors for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

OTHER BUSINESS

There was no other business.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

APPLICATION FOR EXEMPTION FROM AUDIT**SHORT FORM**NAME OF GOVERNMENT
ADDRESS

Colorado International Center Metropolitan District No. 5

8390 E Crescent Parkway

Suite 300

Greenwood Village, CO 80111

CONTACT PERSON

Jason Carroll

PHONE

303-779-5710

EMAIL

Jason.Carroll@claconnect.com

FAX

303-779-0348

For the Year Ended
12/31/21
or fiscal year ended:**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:

Jason Carroll

TITLE

Accountant for the District

FIRM NAME (if applicable)

CliftonLarsonAllen LLP

ADDRESS

8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111

PHONE

303-779-5710

DATE PREPARED

3/17/2022

PREPARER (SIGNATURE REQUIRED)

SEE ATTACHED ACCOUNTANT'S 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)	\$ 394	
2-2	Specific ownership	\$ 32	
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	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22			
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) TOTAL REVENUE	\$ 426	

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	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
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):		
3-24	Treasurer's Fees	\$ 6	
3-25		\$ -	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES	\$ 6	

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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4-2 | Is the debt repayment schedule attached? If no, MUST explain:
<div style="border: 1px solid black; padding: 2px; margin-top: 5px;">The District's debt is comprised of developer advances, which are not G.O. debt. Repayment of the advances is subject to annual appropriation, if and when eligible funds become available.</div> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4-3 | Is the entity current in its debt service payments? If no, MUST explain:
<div style="border: 1px solid black; padding: 2px; margin-top: 5px;">N/A</div> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)	Outstanding at end of prior year*	Issued during year	Retired during year	Outstanding at year-end
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Leases	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ 17,114	\$ -	\$ -	\$ 17,114
Other (specify):	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 17,114	\$ -	\$ -	\$ 17,114

*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?
If yes: How much? \$ 10,820,000,000 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | Date the debt was authorized: 11/02/2004 and 05/03/2016 | | |
| 4-6 | Does the entity intend to issue debt within the next calendar year?
If yes: How much? \$ - | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4-7 | Does the entity have debt that has been refinanced that it is still responsible for?
If yes: What is the amount outstanding? \$ - | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4-8 | Does the entity have any lease agreements?
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"/> | <input checked="" 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):		
	CSAFE	\$ 824	
5-3		\$ -	
		\$ -	
		\$ -	
	Total Investments		\$ 824
	Total Cash and Investments		\$ 824

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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input 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? Yes No
- 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: Yes No

N/A

6-3 Complete the following capital assets table:

	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
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" firefighters' pension plan? Yes No
- 7-2 Does the entity have a volunteer firefighters' pension plan? Yes No

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 1?	\$ -

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.? Yes No N/A

- 8-2 Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain: Yes No N/A

If yes: Please indicate the amount budgeted for each fund for the year reported:

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General Fund	\$ 1,069
Debt Service Fund	\$ 1,352

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)]?

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?

If yes: Date of formation:

10-2 Has the entity changed its name in the past or current year?

If yes: Please list the NEW name & PRIOR name:

10-3 Is the entity a metropolitan district?

Please indicate what services the entity provides:

See below

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

10-5 Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

If yes: Date Filed:

10-6 Does the entity have a certified Mill Levy?

If yes: Please provide the following mills levied for the year reported (do not report \$ amounts):

Bond Redemption mills	56.664
General/Other mills	11.132
Total mills	67.796

Please use this space to provide any explanations or comments:

10-3: Streets, parks and recreation, traffic and safety, water, sanitary and storm sewer, public transportation, mosquito control, television relay and translation, fire protection, and security.

10-4: Concurrently with the formation of the District, the City of Aurora approved the formation of Aurora High Point at DIA Metropolitan District (the "Management District") and Colorado International Center Metropolitan Districts 3-11 (the "Taxing Districts") (collectively the "Aurora High Point Districts"). The Management District will own, operate, maintain, finance, and construct facilities benefitting the Aurora High Point Districts, while the Taxing Districts will contribute to the costs of construction, operation, and maintenance of such facilities.

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 <u>MAJORITY</u> of the members of the governing body must complete and sign in the column below.
Board Member 1	Print Board Member's Name Andrew Klein	I, Andrew Klein, 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: <u>3/24/2022</u> My term Expires: May 2023
Board Member 2	Print Board Member's Name Kevin Smith	I, Kevin Smith, 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: <u>3/24/2022</u> My term Expires: May 2023
Board Member 3	Print Board Member's Name Otis Moore, III	I, Otis Moore, III, 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: <u>3/24/2022</u> My term Expires: May 2022
Board Member 4	Print Board Member's Name Theodore Laudick	I, Theodore Laudick, 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 2022
Board Member 5	Print Board Member's Name	
Board Member 6	Print Board Member's Name	
Board Member 7	Print Board Member's Name	



CliftonLarsonAllen LLP
www.CLACconnect.com

Accountant's Compilation Report

Board of Directors
Colorado International Center Metropolitan District No. 5
Adams County, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of Colorado International Center Metropolitan District No. 5 as of and for the year ended December 31, 2021, 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 Colorado International Center Metropolitan District No. 5.

A handwritten signature in cursive script that reads 'CliftonLarsonAllen LLP'.

Greenwood Village, Colorado
March 17, 2022

Certificate Of Completion

Envelope Id: F8B48AC7C0CF4BCFB9259364B2115B96	Status: Completed
Subject: Please DocuSign: CICMD No. 5 - 2021 Audit Exemption.pdf	
Client Name: Colorado International Center Metropolitan District No. 5	
Client Number: 011-043567-00	
Source Envelope:	
Document Pages: 8	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Lauryn Rodvold
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Lauryn.Rodvold@claconnect.com
	IP Address: 165.225.10.178

Record Tracking

Status: Original	Holder: Lauryn Rodvold	Location: DocuSign
3/24/2022 3:39:57 PM	Lauryn.Rodvold@claconnect.com	

Signer Events

Andrew R. Klein
 aklein@westsideinv.com
 Mgr
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 0024E3CF233C40A...
 Signature Adoption: Drawn on Device
 Using IP Address: 96.93.223.173
 Signed using mobile

Timestamp

Sent: 3/24/2022 3:55:05 PM
 Viewed: 3/24/2022 3:57:25 PM
 Signed: 3/24/2022 3:57:33 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/24/2022 3:57:25 PM
 ID: af81a19b-fa5a-4dd4-b553-bb7e2d618875

Kevin Smith
 KSmith@westsideinv.com
 President
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 84AS34656EB141B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 96.93.223.173

Sent: 3/24/2022 3:55:06 PM
 Viewed: 3/24/2022 5:15:21 PM
 Signed: 3/24/2022 5:15:27 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/24/2022 5:15:21 PM
 ID: a1130d62-9715-4657-af72-876a5b29a10c

Otis C. Moore III
 omoore@westsideinv.com
 President
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 490160631144448...
 Signature Adoption: Pre-selected Style
 Using IP Address: 96.93.223.173

Sent: 3/24/2022 3:55:06 PM
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 Signed: 3/24/2022 4:00:27 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/24/2022 4:00:21 PM
 ID: d744f6c3-a5e1-470b-b745-bb85755af190

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/24/2022 3:55:07 PM
Certified Delivered	Security Checked	3/24/2022 4:00:21 PM
Signing Complete	Security Checked	3/24/2022 4:00:27 PM
Completed	Security Checked	3/26/2022 2:19:02 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

APPLICATION FOR EXEMPTION FROM AUDIT**SHORT FORM**NAME OF GOVERNMENT
ADDRESS

Colorado International Center Metropolitan District No. 6

8390 E Crescent Parkway

Suite 300

Greenwood Village, CO 80111

CONTACT PERSON

Jason Carroll

PHONE

303-779-5710

EMAIL

Jason.Carroll@claconnect.com

FAX

303-779-0348

For the Year Ended
12/31/21
or fiscal year ended:**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:

Jason Carroll

TITLE

Accountant for the District

FIRM NAME (if applicable)

CliftonLarsonAllen LLP

ADDRESS

8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111

PHONE

303-779-5710

DATE PREPARED

3/17/2022

PREPARER (SIGNATURE REQUIRED)

SEE ATTACHED ACCOUNTANT'S 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	
2-1	Taxes: Property (report mills levied in Question 10-6)	\$ -	Please use this space to provide any necessary explanations
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	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
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	
3-1	Administrative	\$ -	Please use this space to provide any necessary explanations
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	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
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):	\$ -	
3-24		\$ -	
3-25		\$ -	
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 checked="" type="checkbox"/>	<input type="checkbox"/>
4-2	Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">The District's debt is comprised of developer advances, which are not G.O. debt. Repayment of advances is subject to annual appropriation, if and when eligible funds become available.</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-3	Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">M/A</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)	Outstanding at end of prior year*	Issued during year	Retired during year	Outstanding at year-end
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Leases	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ 4,845	\$ -	\$ -	\$ 4,845
Other (specify):	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 4,845	\$ -	\$ -	\$ 4,845

*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? If yes: How much? \$ 10,820,000,000 Date the debt was authorized: 11/02/2004 and 05/03/2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4-6	Does the entity intend to issue debt within the next calendar year? If yes: How much? \$ -	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-7	Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding? \$ -	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-8	Does the entity have any lease agreements? 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"/>	<input checked="" 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? Yes No
- 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: Yes No

N/A

6-3 Complete the following capital assets table:

	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
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" firefighters' pension plan? Yes No
- 7-2 Does the entity have a volunteer firefighters' pension plan? Yes No

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 1?	\$	-

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.? Yes No N/A

- 8-2 Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain: Yes No N/A

If yes: Please indicate the amount budgeted for each fund for the year reported:

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General Fund	\$ -

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)]?

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?

10-1

If yes: Date of formation:

10-2 Has the entity changed its name in the past or current year?

If yes: Please list the NEW name & PRIOR name:

10-3 Is the entity a metropolitan district?

Please indicate what services the entity provides:

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:

10-5 Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

If yes: Date Filed:

10-6 Does the entity have a certified Mill Levy?

If yes:

Please provide the following mills levied for the year reported (do not report \$ amounts):

Bond Redemption mills	0.000
General/Other mills	5.000
Total mills	5.000

Please use this space to provide any explanations or comments:

10-3: Streets, parks and recreation, traffic and safety, water, sanitary and storm sewer, public transportation, mosquito control, television relay and translation, fire protection, and security.

10-4: Concurrently with the formation of the District, the City of Aurora approved the formation of Aurora High Point at DIA Metropolitan District (the "Management District") and Colorado International Center Metropolitan Districts 3-11 (the "Taxing Districts") (collectively the "Aurora High Point Districts"). The Management District will own, operate, maintain, finance, and construct facilities benefitting the Aurora High Point Districts, while the Taxing Districts will contribute to the costs of construction, operation, and maintenance of such facilities.

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 Andrew Klein	I, Andrew Klein, 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: <u>3/24/2022</u> My term Expires: May 2023
Board Member 2	Print Board Member's Name Kevin Smith	I, Kevin Smith, 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: <u>3/24/2022</u> My term Expires: May 2023
Board Member 3	Print Board Member's Name Otis Moore, III	I, Otis Moore, III, 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: <u>3/24/2022</u> My term Expires: May 2022
Board Member 4	Print Board Member's Name Theodore Laudick	I, Theodore Laudick, 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 2022
Board Member 5	Print Board Member's Name	
Board Member 6	Print Board Member's Name	
Board Member 7	Print Board Member's Name	



CliftonLarsonAllen LLP
www.CLACconnect.com

Accountant's Compilation Report

Board of Directors
Colorado International Center Metropolitan District No. 6
Adams County, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of Colorado International Center Metropolitan District No. 6 as of and for the year ended December 31, 2021, 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 Colorado International Center Metropolitan District No. 6.

A handwritten signature in black ink that reads 'CliftonLarsonAllen LLP'.

Greenwood Village, Colorado
March 17, 2022

Certificate Of Completion

Envelope Id: E4CB7DA34CCC49B19A148A8E55E3A4B1	Status: Completed
Subject: Please DocuSign: CICMD No. 6 - 2021 Audit Exemption.pdf	
Client Name: Colorado International Center Metropolitan District No. 6	
Client Number: 011-043568-00	
Source Envelope:	
Document Pages: 8	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Lauryn Rodvold
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Lauryn.Rodvold@claconnect.com
	IP Address: 165.225.10.178

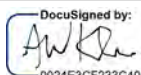
Record Tracking

Status: Original	Holder: Lauryn Rodvold	Location: DocuSign
3/24/2022 3:55:11 PM	Lauryn.Rodvold@claconnect.com	

Signer Events

Andrew R. Klein
 aklein@westsideinv.com
 Mgr
 Security Level: Email, Account Authentication (None)

Signature

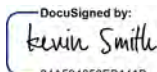
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 0024E3CF233C40A...
 Signature Adoption: Drawn on Device
 Using IP Address: 96.93.223.173
 Signed using mobile

Timestamp

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 Signed: 3/24/2022 4:01:41 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/24/2022 4:01:34 PM
 ID: 3a76c1fd-6b37-4674-adf7-c15b1c4d8853

Kevin Smith
 KSmith@westsideinv.com
 President
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 84AS34656EB141B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 96.93.223.173

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Electronic Record and Signature Disclosure:
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 ID: b4478d4e-094c-4bd4-abfb-72dcd1debb73

Otis C. Moore III
 omoore@westsideinv.com
 President
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 96.93.223.173

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Electronic Record and Signature Disclosure:
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In Person Signer Events **Signature** **Timestamp**

Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/24/2022 4:00:44 PM
Signing Complete	Security Checked	3/24/2022 4:00:51 PM
Completed	Security Checked	3/26/2022 2:18:38 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

APPLICATION FOR EXEMPTION FROM AUDIT**SHORT FORM**NAME OF GOVERNMENT
ADDRESS

Colorado International Center Metropolitan District No. 9

8390 E Crescent Parkway

Suite 300

Greenwood Village, CO 80111

CONTACT PERSON

Jason Carroll

PHONE

303-779-5710

EMAIL

Jason.Carroll@claconnect.com

FAX

303-779-0348

For the Year Ended
12/31/21
or fiscal year ended:**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:

Jason Carroll

TITLE

Accountant for the District

FIRM NAME (if applicable)

CliftonLarsonAllen LLP

ADDRESS

8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111

PHONE

303-779-5710

DATE PREPARED

3/17/2022

PREPARER (SIGNATURE REQUIRED)

SEE ATTACHED ACCOUNTANT'S 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	
2-1	Taxes: Property (report mills levied in Question 10-6)	\$ -	Please use this space to provide any necessary explanations
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	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
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	
3-1	Administrative	\$ -	Please use this space to provide any necessary explanations
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	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
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):	\$ -	
3-24		\$ -	
3-25		\$ -	
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 checked="" type="checkbox"/>	<input type="checkbox"/>
4-2	Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">The District's debt is comprised of developer advances, which are not G.O. debt. Repayment of the advances is subject to annual appropriation, if and when eligible funds become available.</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-3	Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">N/A</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)	Outstanding at end of prior year*	Issued during year	Retired during year	Outstanding at year-end
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Leases	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ 4,672	\$ -	\$ -	\$ 4,672
Other (specify):	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 4,672	\$ -	\$ -	\$ 4,672

*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? If yes: How much? \$ 10,820,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Date the debt was authorized: 11/02/2004 and 05/03/2016		
4-6	Does the entity intend to issue debt within the next calendar year? If yes: How much? \$ -	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-7	Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding? \$ -	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-8	Does the entity have any lease agreements? 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"/>	<input checked="" 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? Yes No
- 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: Yes No

N/A

6-3 Complete the following capital assets table:

	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
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" firefighters' pension plan? Yes No
- 7-2 Does the entity have a volunteer firefighters' pension plan? Yes No
- 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 1?	\$	-

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.? Yes No N/A
-
- 8-2 Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain: Yes No N/A

If yes: Please indicate the amount budgeted for each fund for the year reported:

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General Fund	\$ -

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)]?

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?

10-1

If yes: Date of formation:

10-2 Has the entity changed its name in the past or current year?

If yes: Please list the NEW name & PRIOR name:

10-3 Is the entity a metropolitan district?

Please indicate what services the entity provides:

See below

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

10-5 Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

If yes: Date Filed:

10-6 Does the entity have a certified Mill Levy?

If yes:

Please provide the following mills levied for the year reported (do not report \$ amounts):

Bond Redemption mills	0.000
General/Other mills	5.000
Total mills	5.000

Please use this space to provide any explanations or comments:

10-3: Streets, parks and recreation, traffic and safety, water, sanitary and storm sewer, public transportation, mosquito control, television relay and translation, fire protection, and security.

10-4: Concurrently with the formation of the District, the City of Aurora approved the formation of Aurora High Point at DIA Metropolitan District (the "Management District") and Colorado International Center Metropolitan Districts 3-11 (the "Taxing Districts") (collectively the "Aurora High Point Districts"). The Management District will own, operate, maintain, finance, and construct facilities benefitting the Aurora High Point Districts, while the Taxing Districts will contribute to the costs of construction, operation, and maintenance of such facilities.

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. Print Board Member's Name		A MAJORITY of the members of the governing body must complete and sign in the column below.
Board Member 1	Andrew Klein	I, Andrew Klein, 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:  3/24/2022 Date: _____ My term Expires: May 2023
Board Member 2	Kevin Smith	I, Kevin Smith, 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:  3/24/2022 Date: _____ My term Expires: May 2023
Board Member 3	Otis Moore, III	I, Otis Moore, III, 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:  3/24/2022 Date: _____ My term Expires: May 2022
Board Member 4	Theodore Laudick	I, Theodore Laudick, 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 2022
Board Member 5		
Board Member 6		
Board Member 7		



CliftonLarsonAllen LLP
www.CLACconnect.com

Accountant's Compilation Report

Board of Directors
Colorado International Center Metropolitan District No. 9
Adams County, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of Colorado International Center Metropolitan District No. 9 as of and for the year ended December 31, 2021, 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 Colorado International Center Metropolitan District No. 9.

A handwritten signature in black ink that reads 'CliftonLarsonAllen LLP'.

Greenwood Village, Colorado
March 17, 2022

Certificate Of Completion

Envelope Id: F7DC54A568014EFEA54480D597C83FCD	Status: Completed
Subject: Please DocuSign: CICMD No. 9 - 2021 Audit Exemption.pdf	
Client Name: Colorado International Center Metropolitan District No. 9	
Client Number: 011-043571-00	
Source Envelope:	
Document Pages: 8	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Lauryn Rodvold
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Lauryn.Rodvold@claconnect.com
	IP Address: 165.225.10.178

Record Tracking

Status: Original	Holder: Lauryn Rodvold	Location: DocuSign
3/24/2022 4:08:16 PM	Lauryn.Rodvold@claconnect.com	

Signer Events

Andrew R. Klein
 aklein@westsideinv.com
 Mgr
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

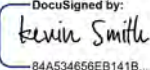
 0024E3CF233C40A...
 Signature Adoption: Drawn on Device
 Using IP Address: 96.93.223.173
 Signed using mobile

Timestamp

Sent: 3/24/2022 4:11:52 PM
 Viewed: 3/24/2022 4:28:33 PM
 Signed: 3/24/2022 4:28:43 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/24/2022 4:28:33 PM
 ID: 2b9bfcca-dbe7-4172-a4c1-aad84aec1c69

Kevin Smith
 KSmith@westsideinv.com
 President
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 84AS34656EB141B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 96.93.223.173

Sent: 3/24/2022 4:11:53 PM
 Viewed: 3/24/2022 5:14:34 PM
 Signed: 3/24/2022 5:14:43 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/24/2022 5:14:34 PM
 ID: 18c3dd2a-090c-4ad3-adc1-209c7e376d08

Otis C. Moore III
 omoore@westsideinv.com
 President
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 490160631144448...
 Signature Adoption: Pre-selected Style
 Using IP Address: 96.93.223.173

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 Signed: 3/24/2022 4:34:20 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/24/2022 4:34:15 PM
 ID: 73881bb2-b350-445f-be42-1459554c959b

In Person Signer Events **Signature** **Timestamp**

Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/24/2022 4:11:53 PM
Certified Delivered	Security Checked	3/24/2022 4:34:15 PM
Signing Complete	Security Checked	3/24/2022 4:34:20 PM
Completed	Security Checked	3/26/2022 2:18:13 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

APPLICATION FOR EXEMPTION FROM AUDIT**SHORT FORM**NAME OF GOVERNMENT
ADDRESS

Colorado International Center Metropolitan District No. 10

8390 E Crescent Parkway

Suite 300

Greenwood Village, CO 80111

CONTACT PERSON

Jason Carroll

PHONE

303-779-5710

EMAIL

Jason.Carroll@claconnect.com

FAX

303-779-0348

For the Year Ended
12/31/21
or fiscal year ended:**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:

Jason Carroll

TITLE

Accountant for the District

FIRM NAME (if applicable)

CliftonLarsonAllen LLP

ADDRESS

8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111

PHONE

303-779-5710

DATE PREPARED

3/17/2022

PREPARER (SIGNATURE REQUIRED)

SEE ATTACHED ACCOUNTANT'S 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	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
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	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
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):	\$ -	
3-24		\$ -	
3-25		\$ -	
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 checked="" type="checkbox"/>	<input type="checkbox"/>
4-2	Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">The District's debt is comprised of developer advances, which are not G.O. debt. Repayment of the advances is subject to annual appropriation, if and when eligible funds become available.</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-3	Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">N/A</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)	Outstanding at end of prior year*	Issued during year	Retired during year	Outstanding at year-end
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Leases	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ 4,814	\$ -	\$ -	\$ 4,814
Other (specify):	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 4,814	\$ -	\$ -	\$ 4,814

*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? If yes: How much? \$ 10,820,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Date the debt was authorized: 11/02/2004 and 05/03/2016		
4-6	Does the entity intend to issue debt within the next calendar year? If yes: How much? \$ -	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-7	Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding? \$ -	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-8	Does the entity have any lease agreements? 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"/>	<input checked="" 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? Yes No
- 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: Yes No

N/A

6-3 Complete the following capital assets table:

	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
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" firefighters' pension plan? Yes No
- 7-2 Does the entity have a volunteer firefighters' pension plan? Yes No

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 1?	\$ -

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.? Yes No N/A

- 8-2 Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain: Yes No N/A

If yes: Please indicate the amount budgeted for each fund for the year reported:

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General Fund	\$ -

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)]?

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?

If yes: Date of formation:

10-2 Has the entity changed its name in the past or current year?

If yes: Please list the NEW name & PRIOR name:

10-3 Is the entity a metropolitan district?

Please indicate what services the entity provides:

See below

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

10-5 Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

If yes: Date Filed:

10-6 Does the entity have a certified Mill Levy?

If yes: Please provide the following mills levied for the year reported (do not report \$ amounts):

Bond Redemption mills	0.000
General/Other mills	5.000
Total mills	5.000

Please use this space to provide any explanations or comments:

10-3: Streets, parks and recreation, traffic and safety, water, sanitary and storm sewer, public transportation, mosquito control, television relay and translation, fire protection, and security.

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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. Print Board Member's Name		A <u>MAJORITY</u> of the members of the governing body must complete and sign in the column below.
Board Member 1	Andrew Klein	I, Andrew Klein, 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:  3/24/2022 Date: _____ My term Expires: May 2023
Board Member 2	Kevin Smith	I, Kevin Smith, 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:  3/24/2022 Date: _____ My term Expires: May 2023
Board Member 3	Otis Moore, III	I, Otis Moore, III, 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:  3/24/2022 Date: _____ My term Expires: May 2022
Board Member 4	Theodore Laudick	I, Theodore Laudick, 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 2022
Board Member 5		
Board Member 6		
Board Member 7		



CliftonLarsonAllen LLP
www.CLACconnect.com

Accountant's Compilation Report

Board of Directors
Colorado International Center Metropolitan District No. 10
Adams County, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of Colorado International Center Metropolitan District No. 10 as of and for the year ended December 31, 2021, 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 Colorado International Center Metropolitan District No. 10.

A handwritten signature in black ink that reads 'CliftonLarsonAllen LLP'.

Greenwood Village, Colorado
March 17, 2022

Certificate Of Completion

Envelope Id: ED1C999FC4E94258A3045AC8133293DC	Status: Completed
Subject: Please DocuSign: CICMD No. 10 - 2021 Audit Exemption.pdf	
Client Name: Colorado International Center Metropolitan District No. 10	
Client Number: 011-043701-00	
Source Envelope:	
Document Pages: 8	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Lauryn Rodvold
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Lauryn.Rodvold@claconnect.com
	IP Address: 165.225.10.178

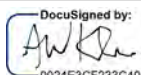
Record Tracking

Status: Original	Holder: Lauryn Rodvold	Location: DocuSign
3/24/2022 4:10:37 PM	Lauryn.Rodvold@claconnect.com	

Signer Events

Andrew R. Klein
 aklein@westsideinv.com
 Mgr
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Drawn on Device
 Using IP Address: 96.93.223.173
 Signed using mobile

Timestamp

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 Signed: 3/24/2022 4:28:20 PM

Electronic Record and Signature Disclosure:
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Kevin Smith
 KSmith@westsideinv.com
 President
 Security Level: Email, Account Authentication (None)

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Otis C. Moore III
 omoore@westsideinv.com
 President
 Security Level: Email, Account Authentication (None)

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 Using IP Address: 96.93.223.173

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Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

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
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Certified Delivered	Security Checked	3/24/2022 4:34:39 PM
Signing Complete	Security Checked	3/24/2022 4:34:45 PM
Completed	Security Checked	3/26/2022 2:17:33 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

FACILITIES ACQUISITION AND REIMBURSEMENT AGREEMENT

This FACILITIES ACQUISITION AND REIMBURSEMENT AGREEMENT (“**Agreement**”) is made and entered into this 14 day of April, 2022, by and between COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and RICHMOND AMERICAN HOMES OF COLORADO, INC., a Delaware corporation (the “**Builder**”), and ACM HIGH POINT VI LLC, a Delaware limited liability company (“**ACM**”) (each a “**Party**”, and collectively, the “**Parties**”).

RECITALS

A. Pursuant to the authority granted to the District by its Service Plan, as approved by the City on August 30, 2004, and modified on August 14, 2006 (as it may be amended from time to time, the “**Service Plan**”), the District is authorized to construct, acquire and install public improvements, including water, sanitation (including storm drainage), street, safety protection, park and recreation, transportation, fire protection, television relay and translation, and mosquito control and other facilities and services (“**Improvements**”), which benefit property within the District’s boundaries and/or service area.

B. The District, Aurora High Point Metropolitan District (“**AHP**”) and Colorado International Center Metropolitan District Nos. 5-7 and 9-11 (with the District, the “**CIC Districts**”) have entered into a Facilities Funding, Construction and Operations Agreement dated January 1, 2005 (as has been and may be amended from time to time, the “**FFCOA**”).

C. Pursuant to the FFCOA, AHP has agreed to construct certain Improvements for the benefit of the CIC Districts and the costs associated therewith are to be allocated between the CIC Districts pursuant to the terms therein.

D. ACM is developing property within a project located in the City of Aurora (the “**City**”), Colorado, commonly known as High Point (the “**Development**”).

E. The Builder has purchased certain property within the boundaries of Colorado International Center Metropolitan District No. 5 (“**CIC District 5**”) which is within the Development and is within the service area of the District and AHP (“**Property**”).

F. AHP is constructing certain Improvements in and for the benefit of CIC District 5 which will benefit the Property (the “**CIC5 Improvements**”), which CIC5 Improvements are more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

G. The Builder has agreed to construct certain additional Improvements in CIC District 5 which will benefit the Property (the “**Builder Improvements**”), which Builder Improvements are also more particularly described on Exhibit A attached hereto and incorporated herein by reference.

H. In order for the Property to be developed, the CIC5 Improvements and the Builder Improvements need to be constructed and/or acquired.

I. Funds related to the design, testing, engineering, and construction of the CIC5 Improvements, together with the related consultant and management fees associated with the construction of the CIC5 Improvements, have been and/or will be expended by the District to construct the CIC5 Improvements (“**CIC5 Construction Related Expenses**”).

J. Funds related to the design, testing, engineering, and construction of the Builder Improvements, together with the related consultant and management fees associated with the construction of the Builder Improvements, have been and/or will be expended by the Builder to construct the Builder Improvements (“**Builder Construction Related Expenses**” and, collectively with the CIC5 Construction Related Expenses, the “**Construction Related Expenses**”).

K. The District has agreed to reimburse the Builder for the Builder Certified Construction Costs (defined herein) associated with the Builder Construction Related Expenses associated with the Builder Improvements in accordance with and subject to the requirements of this Agreement.

L. AHP and ACM have previously entered into that certain Capital Funding and Reimbursement Agreement (Aurora High Point – Westside) dated July 20, 2017 (as it may be amended from time to time, the “**ACM CFA**”), pursuant to which ACM agreed to fund and/or cause the construction of certain Improvements as described therein and the District agreed to reimburse ACM therefor.

M. ACM has advanced funds and/or constructed Improvements pursuant to the ACM CFA (collectively, the “**ACM Advances**”) and the District has an obligation to reimburse ACM for the ACM Advances, in part, with proceeds of Bonds (defined below) issued by the District.

N. On April 18, 2019, the District issued its \$41,816,796.75 (Value at Issuance) \$61,845,000 (Value at Conversion Date of 12/1/25) Limited Tax General Obligation and Special Revenue Refunding and Improvement Convertible Capital Appreciation Bonds, Series 2019A-1 (“**2019 A-1 Bonds**”), its \$21,331,204.90 (Value at Issuance) \$30,145,000 (Value at Conversion Date of 12/1/25) Limited Tax General Obligation and Special Revenue Convertible Capital Appreciation Bonds, Series 2019A-2 (“**2019 A-2 Bonds**”), and its \$3,993,000 Subordinate Limited Tax General Obligation and Special Revenue Bonds, Series 2019B-2 (“**2019 B-2 Bonds**”) and, collectively with the 2019A-1 Bonds and the 2019A-2 Bonds, the “**Bonds**”).

O. Pursuant to a Capital Pledge Agreement entered into concurrently with the issuance of the Bonds, CIC District 5 pledged certain revenues to the District to secure payment of the Bonds.

P. ACM acknowledges that it is a benefit to the CIC Districts for the CIC5 Improvements and the Builder Improvements to be constructed and desires to consent to the District’s use of proceeds from the Bonds to pay the CIC5 Construction Related Expenses and to pay the Builder the Builder Construction Related Expenses upon satisfaction of the provisions of this Agreement.

Q. The District, ACM and the Builder desire to set forth their respective rights, obligations and procedures with respect to the construction and acquisition of, and with respect to the payment of and/or reimbursement for the Builder Improvements and the CIC5 Improvements as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Construction of Improvements.

(a) The Parties acknowledge and agree the District, through AHP, has and/or will design, construct and complete the CIC5 Improvements and incur CIC5 Construction Related Expenses therefor as indicated on Exhibit A attached hereto and incorporated herein by this reference.

(b) The Parties further acknowledge and agree that the Builder will design, construct, and complete the Builder Improvements and incur Builder Construction Related Expenses thereof as indicated on Exhibit A.

(c) All CIC5 Improvements and Builder Improvements shall be designed, constructed, and completed in full conformance with the design standards and specifications as established and in use by the District and AHP, if applicable, and other entities with proper jurisdiction pursuant to the provisions of this Agreement. If requested, each party shall provide to the other periodic reports on the status of completion and costs of the Improvements.

(d) Any construction contract for all or any portion of the Improvements shall require the contractor and/or the Developer to provide a warranty for the period of time between initial acceptance and final acceptance of the Improvements by the appropriate accepting jurisdiction, together with a security mechanism to secure the warranty approved by the District or as required by the applicable government entity to which the Improvements will be dedicated.

2. Certification of Construction Costs.

(a) CIC5 Construction Related Expenses. The construction work associated with the CIC5 Improvements has been or will be publicly bid and all CIC5 Construction Related Expenses associated with the CIC5 Improvements will be the actual costs incurred as evidenced by contracts, pay requests, change orders, invoices and evidence of payment of same (“CIC5 Actual Construction Costs”).

(b) Builder Construction Related Expenses. The Parties hereby agree that a condition precedent to the District’s reimbursement of Builder for Builder Construction Related Expenses is the District’s receipt of a written certification of an independent engineer engaged by the District that the Builder Construction Related Expenses of the Builder Improvements are reasonable and comparable to the costs of similar public

improvements constructed in the Denver Metropolitan Area and the review and approval of the independent engineer and the District's accountant that the Builder Construction Related Expenses are reimbursable ("**Builder Certified Construction Costs**") based on the copies of the invoices, bills, and requests for payment provided to the District pursuant to this Section ("**Engineer's Verification**"). Notwithstanding, the actual Builder Construction Related Expenses incurred by Builder may exceed the Builder Certified Construction Costs. Builder agrees it will provide the District the following documents to calculate and verify the Builder Certified Construction Costs:

(c) Lien waivers and indemnifications from each contractor verifying that all amounts due to contractors, subcontractors, material providers or suppliers have been paid in full, in a form acceptable to the District;

(d) Copies of all contracts, pay requests, change orders, invoices and evidence of payment of same, the final AIA payment form (or similar form approved by the District), canceled checks, and any other requested documentation to verify the amount of reimbursable Construction Related Expenses requested; and

(e) Such other documentation, records and verifications as may reasonably be required by the District.

3. Allocation of Costs and Reimbursement:

(a) CIC5 Improvements:

(i) AHP is currently constructing the CIC5 Improvements specifically labeled "Infrastructure Costs-66th/67th Ave" as more specifically described on Exhibit A (the "**66/67 Improvements**"), which 66/67 Improvements are estimated to cost \$5,101,740 to install. The Parties agree that the District shall be responsible for fifty percent (50%) of the CIC5 Actual Construction Costs associated with these 66/67 Improvements and Builder shall be responsible for fifty percent (50%) of the CIC5 Actual Construction Costs associated with these 66/67 Improvements (the "**66/67 Builder Receivable**").

(ii) AHP is currently constructing the CIC5 Improvements specifically labeled "Lisbon CIC5 Improvements" as more specifically described on Exhibit A (the "**Lisbon Improvements**"), which Lisbon Improvements are estimated to cost \$3,453,334 to install. The Parties agree that the District shall be responsible for seventy-five percent (75%) of the CIC5 Actual Construction Costs associated with these Lisbon Improvements and Builder shall be responsible for twenty-five percent (25%) of the CIC5 Actual Construction Costs associated with these Lisbon Improvements (the "**Lisbon Builder Receivable**" and, with the 66/67 Builder Receivable, the "**Builder Receivables**").

(b) Builder Improvements:

(i) Builder shall be responsible for constructing and installing the Builder Improvements specifically labeled "Tract G & H Builder Improvements"

as more specifically described on **Exhibit A** (the “**Tract G/H Improvements**”), which Tract G/H Improvements are estimated to cost \$2,257,878 to install. Subject to (c) below and all other relevant provisions of this Agreement, Builder shall be entitled to reimbursement from the District for One Hundred Percent (100%) of the Builder Certified Construction Costs associated with these Tract G/H Improvements.

(ii) Builder shall be responsible for constructing and installing the Builder Improvements specifically labeled “65th, 66th, 67th, & Nepal Builder Improvements” as more specifically described on **Exhibit A** (the “**Builder Street Improvements**”), which Builder Street Improvements are estimated to cost \$3,136,414.25 to install. The Parties agree that the District shall be responsible for fifty percent (50%) of the Builder Certified Construction Costs associated with the Builder Street Improvements and Builder shall be responsible for fifty percent (50%) of the Builder Certified Construction Costs associated with the Builder Street Improvements (“**District Receivable**”).

(c) **Reimbursement.** The District agrees to reimburse the Builder for Builder Certified Construction Costs up to a maximum amount of Seven Million Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$7,625,000.00) (“**Maximum Builder Reimbursement**”), together with interest thereon and, subject to the following provisions:

(i) The CIC5 Improvements shall be installed prior to the installation of any Builder Improvements. Therefore, prior to the Builder being entitled to any reimbursement for Builder Certified Construction Costs associated with the Tract G/H Improvements or the Builder Street Improvements, Builder shall have incurred, as evidenced by an Engineer’s Verification provided to and accepted by the District, Builder Certified Construction Costs in an amount equivalent to the actual Builder Receivables. By way of example, based upon the amounts estimated in Exhibit A of this Agreement, if the final CIC5 Actual Construction Costs result in Builder Receivables of \$3,414,204.00, Builder must evidence Builder Certified Construction Costs of no less than \$3,414,204.00 prior to being eligible for any reimbursement hereunder (“**Offset Threshold**”). Upon Builder meeting the Offset Threshold, Builder shall be eligible to receive reimbursement for Builder Certified Construction Costs in accordance with the provisions hereof.

(ii) The Builder Improvements shall be installed and completed within twenty-four (24) months of execution of this Agreement. For purposes of this requirement, installation and completion may be evidenced by initial acceptance of the Builder Improvements by the accepting governing jurisdiction.

(iii) Builder shall only be entitled to reimbursement hereunder for Builder Certified Construction Costs submitted to the District within twenty-seven (27) months of execution of this Agreement (“**Submittal Period**”). Builder hereby releases and waives any right to reimbursement for any Builder Construction Costs not submitted to the District within such Submittal Period.

(iv) Builder Certified Construction Costs shall accrue interest from the date such costs are incurred by the Builder. Simple interest shall accrue on amounts reimbursable to the Builder under this Agreement, until paid, at the rate of eight percent (8.00%) per annum.

(d) Funding. The Parties acknowledge and agree, as of the date of this Agreement and based upon the amounts associated with construction of the CIC5 Improvements and Builder Improvements as stated on Exhibit A (the “**Improvement Budgeted Amounts**”), the proceeds of the Bonds are sufficient to reimburse the Builder the Maximum Builder Reimbursement in accordance herewith. The Parties agree that payments by the District to the Builder shall credit first against accrued and unpaid interest and then to the principal amount due. It is hereby agreed and acknowledged that this Agreement evidences an intent to reimburse the Builder hereunder, but that this Agreement shall not constitute a debt or indebtedness of the District within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation for the purposes of Article X, Section 20 of the Colorado Constitution, and the making of any reimbursement hereunder shall be at all times subject to annual appropriation by the District. By acceptance of this Agreement, Builder agrees and consents to all of the limitations in respect of the payment of the principal and interest due hereunder and in the District’s Service Plan.

4. Construction Warranty and Assignment; Limitation of Builder’s Liability.

(a) Builder shall require, in each construction contract for all or any portion of the Builder Improvements, that the contractor under such construction contract provide a warranty for the period of time between initial acceptance and final acceptance of the Builder Improvements by the appropriate accepting jurisdiction. Upon Builder’s substantial completion of any Builder Improvements to be perpetually owned, operated and maintained by the District, if any, and after initial acceptance by the City, Builder shall give the District a non-exclusive assignment of all warranties from third-party contractors and subcontractors in connection with all Builder Improvements caused to be constructed by Builder and eligible to be financed by the District pursuant to its service plan.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that Builder’s agreement to construct or cause the construction of the Builder Improvements as set forth in this Agreement is done as an accommodation to the District and that, except as expressly set forth in this subsection 7(b), Builder shall have no responsibility, liability or obligation with respect to (and the District hereby covenants not to sue Builder for, and hereby releases the Builder from, all liability and claims relating to or arising from) the design, engineering, construction or completion of the Builder Improvements, any damage, loss or injury to the District or otherwise related to any action or inaction of Builder in connection with this Agreement, or any defect in the materials or workmanship pertaining to the Builder Improvements, except for any “Builder Covered Liability,” as hereinafter defined. “Builder Covered Liability” means the following matters for which Builder shall be liable to the District in connection with its performance under this Agreement: (i) any damage, loss or injury

arising from the willful misconduct, bad faith, recklessness or illegal acts of the Builder in performing or failing to perform hereunder, or (ii) damage, loss or injury arising from the fraudulent conduct of Builder; provided, however, that any damages to which the District shall be entitled to recover for any Builder Covered Liability shall be limited to out-of-pocket losses, costs, damages or expenses, and the District shall not be entitled to recover from Builder any punitive or consequential losses, costs, damages or expenses or lost profits as a result of, or in connection with, any Builder Covered Liability. Upon initial acceptance of completion of any Builder Improvements by the District or applicable approving jurisdiction, Builder shall provide the District with non-exclusive assignments of warranties from all contractors that have completed the Builder Improvements, which warranties shall comply with the requirements of the City or District, whichever is more stringent. Upon receipt of such assignments, the District hereby agrees to look solely to the contractors engaged to construct and complete the Builder Improvements for any contractual violation, indemnity, warranty or guarantee relating to the Builder Improvements. This Subsection 7(b) shall survive expiration or termination of this Agreement.

5. District Limitations and Builder Inspection Rights. It is hereby agreed and acknowledged that this Agreement and the obligations of the District contemplated in this Agreement are subject to annual appropriation and shall not be deemed to be multiple-fiscal year obligations for the purposes of Article X, Section 20 of the Colorado Constitution. By execution of this Agreement, Builder acknowledges and consents to all limitations in the District's Service Plan. From and after the date of this Agreement, the District shall provide written notice to Builder of funds disbursed by the District from the fund in which proceeds of the Bonds are held. Such written notice shall be reasonably detailed and shall be delivered at reasonable intervals. The Parties hereby agree and acknowledge copies of disclosures or requisitions provided pursuant to the Bond indentures is deemed sufficiently detailed for purposes of this Section 5. In addition to the foregoing, Builder shall have the right, at reasonable times (not more frequently than monthly) and with at least two (2) business days of prior written notice, to inspect the District's books and records to verify the District's expenditures.

6. Acknowledgement. The Parties acknowledge and agree that ACM has a priority right to reimbursement per the ACM CFA. Notwithstanding such right, ACM acknowledges and agrees it is a benefit to ACM, the CIC Districts and their constituents for the Builder Improvements to be constructed. Irrespective of ACM's priority right for reimbursement under the ACM CFA, ACM hereby consents to the District's use of Bond proceeds to reimburse Builder for Certified Construction Costs up to the Reimbursement Amount for the construction of the Builder Improvements in accordance with the terms of this Agreement. Other than for the payment of the Reimbursement Amount, ACM's rights under the ACM CFA shall not be modified or affected in any other way.

GENERAL PROVISIONS

6. Representations. Builder hereby represents and warrants to and for the benefit of the District as follows:

(a) The Builder is a Delaware Corporation in good standing and qualified to conduct business under the laws of the State of Colorado.

(b) The Builder has the full power and legal authority to enter into this Agreement. Neither the execution and delivery of this Agreement nor the compliance by the Builder with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which the Builder is a party or by which the Builder is or may be bound. The Builder has taken or performed all requisite acts or actions which may be required by its organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement.

(c) The Builder represents that it has sufficient available funds to fulfill its obligations under this Agreement.

(d) The foregoing representations and warranties are made as of the date hereof and shall be deemed continually made by the Builder to the District for the entire term of this Agreement.

7. Term; Repose. The term of this Agreement shall begin as of the date first written above and shall continue through the full performance of the Parties obligations with respect to completion and provision of documentation relative to the Builder Improvements and the reimbursement by the District to the Builder for Certified Construction Costs.

8. Termination of Reimbursement Obligations. Notwithstanding any provision herein to the contrary, the District's obligations to reimburse the Builder for any and all funds advanced or otherwise payable to the Builder under and pursuant to this Agreement (whether the Builder has already advanced or otherwise paid such funds or intends to make such advances or payments in the future) shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Builder's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; (b) administrative dissolution (or other legal process not initiated by the Builder dissolving the Builder as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process; or (c) the initiation of bankruptcy, receivership or similar process or actions with regard to the Builder (whether voluntary or involuntary). The termination of the District's reimbursement obligations as set forth in this Section shall be absolute and binding upon the Builder, its successors and assigns. The Builder, by its execution of this Agreement, waives and releases any and all claims and rights, whether existing now or in the future, against the District relating to or arising out of the District's reimbursement obligations under this Agreement in the event that any of the occurrences described in this Section occur.

9. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Colorado International Center Metropolitan District
No. 4
c/o Special District Management Services, Inc.
141 Union Blvd., Ste. 150
Lakewood, CO 80228
Attention: Ann Finn
Phone: 303-987-0835
Email: afinn@sdmsi.com

To ACM: ACM High Point VI LLC
4100 E. Mississippi Ave., Suite 500
Glendale, CO 80248
Attention: Patrick Schmitz
Phone: 303-984-9800
Email: pschmitz@westsideinv.com

To Builder: Richmond American Homes of Colorado, Inc.
4350 S. Monaco Street
Denver, Colorado 80237
Attention: Matt Hengel
Phone: 720-977-3841
Email: Matt.Hengel@mdch.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address or contact information.

9. Assignment. Builder shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

10. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District, ACM and the Builder 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 District, Builder and ACM shall be for the sole and exclusive benefit of the District, Builder and ACM.

11. Default/Remedies. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. 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.

12. Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Adams, Colorado.

13. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

14. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

15. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

17. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

18. Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District, Builder or ACM unless the same is in writing and duly executed by the Parties hereto.

19. Certification of Compliance with Illegal Alien Statute. By its execution of this Agreement, Builder confirms and ratifies all of the certifications, statements, representations and warranties set forth in Exhibit B attached hereto and made a part hereof by this reference.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO FACILITIES ACQUISITION AND REIMBURSEMENT AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Facilities Acquisition and Reimbursement Agreement as of the day and year first set forth above.

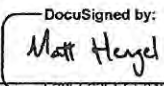
COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Andrew R. Klein, President

Attest:

Otis Moore III, Asst. Secretary

RICHMOND AMERICAN HOMES OF COLORADO, INC.

By:  _____
Name: Matt Hengel
Title: SVP

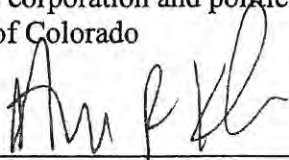
ACM HIGH POINT VI LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO FACILITIES ACQUISITION AND REIMBURSEMENT AGREEMENT

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COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 
Andrew R. Klein, President

Attest:


Otis Moore III, Asst. Secretary

RICHMOND AMERICAN HOMES OF COLORADO, INC.

By: _____
Name: _____
Title: _____

ACM HIGH POINT VI LLC, a Delaware limited liability company

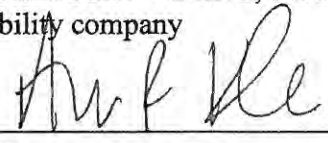
By: 
Name: Andrew R Klein
Title: Authorized Signatory

EXHIBIT A

Builder Improvements

NOTE - ALL ITEMS SUBJECT TO VERIFICATION AS ELIGIBLE FOR DISTRICT REIMBURSEMENT AS DESCRIBED IN THE AGREEMENT

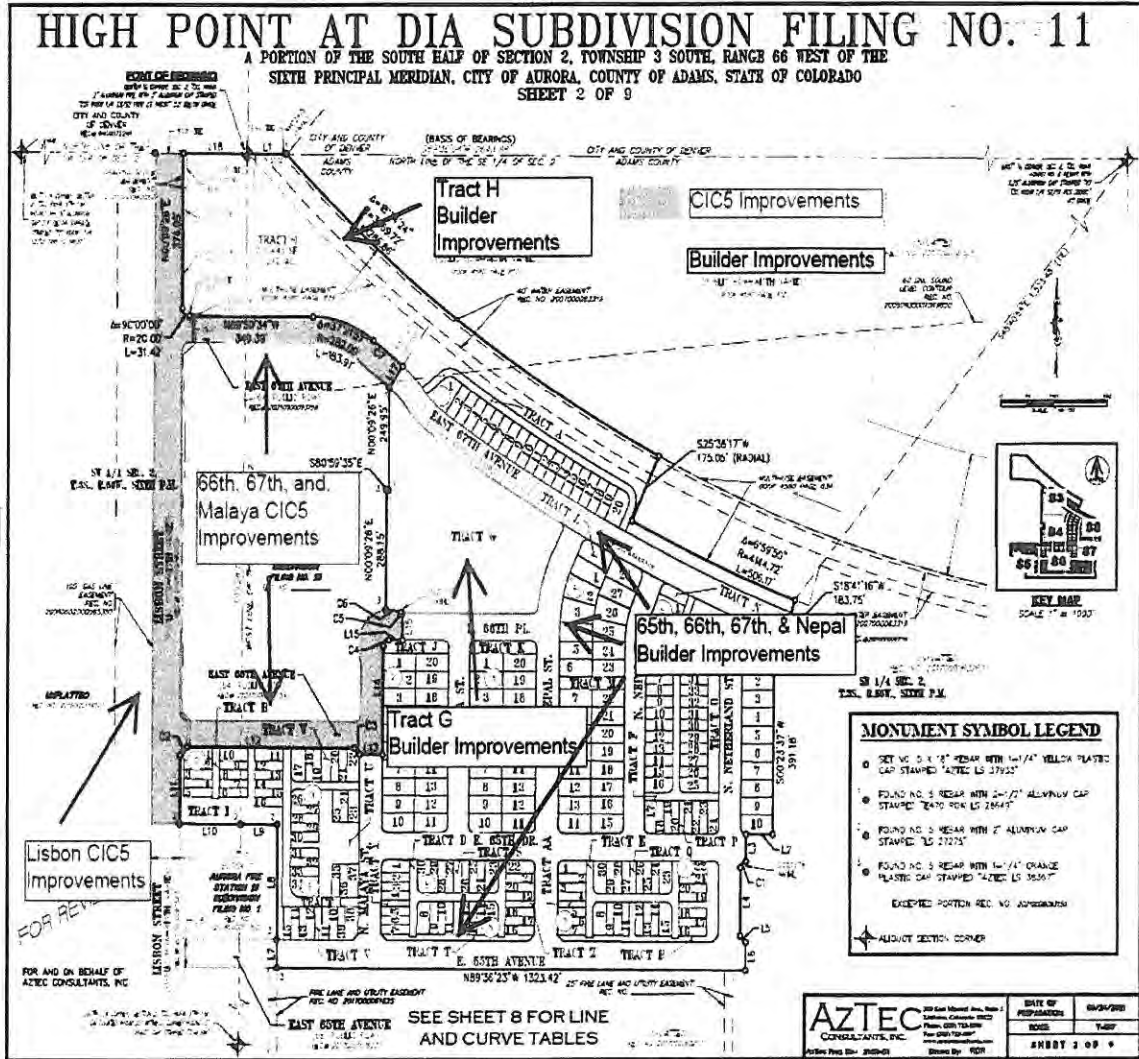


Exhibit A

Lisbon CIC5 Improvements

Cost Code	Description	Lisbon Street Photo 2 (Dist. Tab 10)
PRE-DEVELOPMENT		
<i>DISTRICT REIMBURSABLE</i>		
30100	LANDSCAPE ARCHITECT	40,700
30103	PLANNING ARCHITECT	5,000
30204	CIVIL ENGINEERING	120,500
30223	TRAFFIC ENGINEERING	4,000
30219	GEOTECHNICAL/ENVIRONMENTAL ENGRG	10,000
30217	OTHER CONSULTANTS	21,600
40807	PRINTING & MISCELLANEOUS	1,000
50100/204	CITY FEES (PERMITTING)	32,800
00999	CONTINGENCY @ 10%	24,178
	Sub-Total	265,958
<i>NON-REIMBURSABLE</i>		
30103	PLANNING ARCHITECT (Subdivision)	0
30217	OTHER CONSULTANTS (Planning)	0
00999	CONTINGENCY @ 10%	0
	Sub-Total	0
	TOTAL PRE-DEVELOPMENT	265,958
INFRASTRUCTURE DEVELOPMENT		
<i>DISTRICT REIMBURSABLE</i>		
HARD COSTS		
10200	GRADING	244,069
10200	STREET IMPROVEMENTS, INTERNAL	
10200	STREET IMPROVEMENTS, CITY ROW	1,172,206
10200	SANITARY SEWER	64,665
10200	WATER SERVICES	297,600
10200	STORM DRAINAGE	395,740
10200	RE-USE WATER	0
10200	STREET LIGHTS	304,540
10200	TRAFFIC SIGNALS	0
10200	ELECTRIC POWER & GAS	126,000
10200	LANDSCAPING	40,000
10200	OTHER LANDSCAPE LIGHTING/POWER	30,000
10200	LANDSCAPE AMENITIES	0
10200	RETAINING WALLS	0
10200	MONUMENT SIGNS	0
	Subtotal Hard Costs	2,675,210
SOFT COSTS		
10200	TESTING & INSPECTION	42,000
00500	BONDS & MAINTENANCE	0
00396	METER/UTILITY FEES (Irrigation)	23,280
50308	IMPACT FEES	15,400
	Subtotal Soft Costs	80,680
DEVELOPMENT COSTS		
10200	CONSTRUCTION MANAGEMENT FEES	17,906
	PUBLIC ART (@ 1% of "Surface Improvements")	17,906
00999	CONTINGENCY	17,906
	Subtotal Development Costs	431,436
	Inflation @ 3%/yr	
	Sub-total District Reimbursable	3,187,376
	Sub-total District Reimbursable	2,896,388
<i>NON-REIMBURSABLE</i>		
HARD COSTS		
01050	GRADING	0
01330	COMMUNICATIONS CONDUIT/VAULTS	0
01340	ELECTRIC POWER & GAS	0
	Subtotal Hard Costs	0
DEVELOPMENT COSTS		
00930	CONSTRUCTION MANAGEMENT FEES	0
	Subtotal Development Costs	0
00999	CONTINGENCY (10% on Dev't)	0
	Inflation @ 3%/yr	
	Sub-total Non-Reimbursable	0
	Sub-total Non-Reimbursable	0
	TOTAL INFRASTRUCTURE DEV'T	3,187,376
	TOTAL PROJECT	3,453,334

75% District Obligation
25% Richmond Obligation

66th, 67th, and, Malaya CIC5 Improvements

Infrastructure Costs-66th/67th Ave

2-Jun-21

Cost Code	Description	\$			Total	Comments
		66th Ave - Lisbon to Park (Detail Tab 10A)	67th - Lisbon to Park (Det. Tab 10B)	Off-site Utilities (Det. Tab 10C)		
PRE-DEVELOPMENT						
DISTRICT REBURSABLE						
30102	LANDSCAPE ARCHITECT	22,000	22,000	2,000	46,000	
30103	PLANNING ARCHITECT	3,000	3,000	0	6,000	
30204	CIVIL ENGINEERING	63,000	63,000	34,000	260,000	
30223	TRAFFIC ENGINEERING	4,000	4,000	0	8,000	
30219	GEOTECH/ENVIRONMENTAL ENGRG	3,000	3,000	3,000	9,000	
30217	OTHER CONSULTANTS	10,000	10,000	6,000	26,000	
48807	PRINTING & MISCELLANEOUS	500	500	500	1,500	
50100204	CITY FEES (PERMITTING)	40,150	16,424	4,250	61,824	
00999	CONTINGENCY @ 10%	10,540	14,125	5,436	30,101	
	Sub-Total	182,220	156,112	59,792	398,124	
NON-REBURSABLE						
30103	PLANNING ARCHITECT (Subdivision)	1,200	1,200	0	2,400	
30217	OTHER CONSULTANTS (Planning)	0	0	0	0	
00999	CONTINGENCY @ 10%	120	120	0	240	
	Sub-Total	1,320	1,320	0	2,640	
	TOTAL PRE-DEVELOPMENT	183,540	157,432	59,792	400,774	
INFRASTRUCTURE DEVELOPMENT						
DISTRICT REBURSABLE						
HARD COSTS						
10200	GRADING	47,130	63,822	34,632	251,852	
10200	STREET IMPROVEMENTS, INTERNAL	0	0	0	0	
10200	STREET IMPROVEMENTS, CITY ROW	540,156	346,602	209,667	1,096,425	
10200	SANITARY SEWER	115,150	157,400	0	272,550	
10200	WATER SERVICES	176,750	127,000	635,200	938,950	
10200	STORM DRAINAGE	158,720	81,400	490,400	730,520	
10200	RE-USE WATER	0	0	0	0	
10200	STREET LIGHTS	34,000	36,000	0	70,000	
10200	TRAFFIC SIGNALS	0	0	0	0	
10200	ELECTRIC POWER & GAS	39,000	21,000	0	60,000	
10200	LANDSCAPING	118,000	71,400	0	189,400	
10200	OTHER LANDSCAPE LIGHTING/POWER	20,000	0	0	20,000	
10200	LANDSCAPE AMENITIES	0	0	0	0	
10200	RETAINING WALLS	0	0	0	0	
10200	MONUMENT SIGNS	0	0	0	0	
	Subtotal Hard Costs	1,203,216	922,622	1,465,501	3,591,378	
SOFT COSTS						
10200	TESTING & INSPECTION	65,000	32,000	40,000	137,000	
00500	BONDS & MAINTENANCE	0	0	0	0	
00396	MET/UTILITY FEES (incarbon)	49,470	26,800	0	76,270	
50308	IMPACT FEES	9,300	16,920	10,800	37,020	
	Subtotal Soft Costs	123,770	75,720	50,800	250,290	
DEVELOPMENT COSTS						
10200	RECONSTRUCTION/REPAIR/REPAIR FEES	1,000,000	1,000,000	1,000,000	3,000,000	
	PUBLIC ART @ 1% of "Surface Improvements"	8,163	5,396	2,842	16,401	
00999	CONTINGENCY @ 10%	222,220	156,560	230,362	609,142	
	Subtotal Development Costs	1,230,383	1,161,956	1,233,204	3,625,543	
	Inflation @ 3%/yr	0	0	0	0	No inflation of costs assumed
	Subtotal District Reimbursable	1,648,279	1,167,882	1,746,270	4,562,432	
		1,497,197	1,030,771	1,554,252	4,082,220	
NON-REBURSABLE						
HARD COSTS						
01950	GRADING	0	14,925	36,190	51,035	
01330	COMMUNICATIONS CONDUIT/VAULTS	0	0	0	0	
01340	ELECTRIC POWER & GAS	0	0	0	0	
	Subtotal Hard Costs	0	14,925	36,190	51,035	
DEVELOPMENT COSTS						
00930	CONSTRUCTION/REPAIR/REPAIR FEES	0	1,766	1,820	4,352	
	Subtotal Development Costs	0	1,766	1,820	4,352	
00999	CONTINGENCY @ 10% on Dev	0	176,600	182,000	400,600	
	Inflation @ 3%/yr	0	0	0	0	No inflation of costs assumed
	Subtotal Non-Reimbursable	0	178,366	183,820	404,952	
		0	37,224	30,219	67,443	
	TOTAL INFRASTRUCTURE OLYT	1,649,270	1,198,361	1,780,511	4,700,505	
	TOTAL PROJECT	1,832,816	1,355,793	1,848,303	5,101,740	

50% District Obligation
50% RAH Obligation

Tracts G & H Builder Improvements

High Point PA 5 Tracts G & H					
Note: Do not have Updated Plans, so Kept Original Quantities and Only Updated Cost					
Description	Unit	Quantity	Unit Price	Extension	Totals
Earthwork, Detention Pond/Neighborhood Park, and Storm Sewer Drainage					
33321 Site Topsoil	CY	3621.00	\$1.60	\$6,873.90	
33321 Overlot Grading	CY	42500.00	\$2.40	\$102,000.00	
33321 Mobilization	EA	1.00	\$5,000.00	\$5,000.00	
				Grand Total	\$113,873.90
Storm Sewer (Detention Pond)					
33503 Connect to Existing	EA	1.00	\$3,955.00	\$3,955.00	
33503 36" RCP	LF	362.00	\$160.00	\$57,920.00	
33503 18" FES	EA	1.00	\$5,435.00	\$5,435.00	
33503 5' Manhole	EA	3.00	\$6,325.00	\$19,575.00	
33503 Rip Rap	CY	200.00	\$109.00	\$21,800.00	
33503 Outlet Structure	EA	1.00	\$42,750.00	\$42,750.00	
33503 Overflow Weir	CY	62.00	\$125.00	\$7,750.00	
				Grand Total	\$155,585.00
Landscaping					
35401 Landscape and Irrigation (Neighborhood Park)	SF	172345.00	\$5.75	\$990,408.75	
35401 North Middle Area (Storm Sewer Discharge)	SF	64131.00	\$3.00	\$192,393.00	
35401 Landscaping Maintenance	LS	1.00	\$25,000.00	\$25,000.00	
35401 Monument	EA	2.00	\$18,000.00	\$36,000.00	
35401 Amenities	LS	1.00	\$120,000.00	\$120,000.00	
35401 Concrete walks	LS	1.00	\$75,000.00	\$75,000.00	
35401 Irrigation Tap Fee's (Assuming 1.5')	EA	1.00	\$275,000.00	\$275,000.00	
				Grand Total For Section	\$1,713,801.75
Miscellaneous Items					
35223 Storm Water Maintenance/ installation	LS	1	\$12,500.00	\$12,500.00	
35210 GESG Inspections	Month	24	\$900.00	\$21,600.00	
35214 GESG Permit	LS	1	\$1,500.00	\$1,500.00	
35214 GESG Plan	LS	1	\$2,500.00	\$2,500.00	
				Grand Total for Section	\$38,100.00
Added Items (Development Budget)					
31003 Surveying	LS	1.00	\$15,000.00	\$15,000.00	
Permit and Fee's	LS	1.00	\$10,000.00	\$10,000.00	
30221 State Permits	LS	1.00	\$1,250.00	\$1,250.00	
Construction Observation	LS	1.00	\$5,000.00	\$5,000.00	
				Grand Total for Section	\$31,250.00
Total					\$2,052,616.65
Contingency 10%					\$205,261.67
Grand Total (100% District Cost)					\$2,257,878.32



65th, 66th, 67th, & Nepal Builder Improvements

High Point PA 5 (Shared Cost - E 65th, E 66th, Portions of N Malaya St, 66th Pl, Portions of N. Nepal Ct. and Portion of 67th Ave.)				
Description	Unit	Quantity	Unit Price	Estimation
Site Preparation				
33321 Over-Ex Concrete	CY	16356.00	53.40	\$863,410.40
33322 Core Trench	CY	1694.00	31.75	\$53,797.75
33323 Over-Ex Grading	CY	9800.00	12.40	\$121,720.00
33324 Mobilization	EA	1.00	\$2,000.00	\$2,000.00
Grand Total				\$997,928.15
Sanitary Sewer				
33401 Mobilization (includes Water, Sewer, and Storm)	EA	1.00	\$10,000.00	\$10,000.00
33402 Potable Raising Utilities	EA	12.00	\$1,520.00	\$18,240.00
33403 Clean Existing Utilities	EA	12.00	\$1,750.00	\$21,000.00
33404 Connect to Existing	EA	2.00	\$4,510.00	\$9,020.00
33405 6" Sewer Main	LF	1,605.00	\$55.00	\$88,675.00
33406 Sewer Manholes	EA	25.00	\$4,270.00	\$106,750.00
33407 18" Dia Manholes	EA	14.00	\$5,335.00	\$74,690.00
33408 18" x 18" Catch Basins	LF	1658.00	\$4.55	\$7,563.90
33409 Traffic Control	LF	1.00	\$5,500.00	\$5,500.00
Grand Total				\$393,149.90
Water System				
33501 Tie into Existing Water Or	EA	1.00	\$2,800.00	\$2,800.00
33502 12" RCP CL, 110'x200' bedding (0-5' depth)	LF	1394.00	\$54.00	\$75,276.00
33503 6" CSO CL, 150'x200' bedding (0-5' depth)	LF	1223.00	\$55.00	\$67,265.00
33504 12" x 8" Tee	EA	2.00	\$1,125.00	\$2,250.00
33505 12" Gate Valve	EA	7.00	\$3,750.00	\$26,250.00
33506 12" x 8" Cross	EA	1.00	\$1,250.00	\$1,250.00
33507 12" Bends	EA	4.00	\$1,400.00	\$5,600.00
33508 Fire Hydrants	EA	2.00	\$2,300.00	\$4,600.00
33509 Blowoffs	EA	2.00	\$4,965.00	\$9,930.00
33510 6" Gate Valve	EA	3.00	\$2,100.00	\$6,300.00
33511 6" Cross	EA	1.00	\$1,075.00	\$1,075.00
33512 Tee's	EA	7.00	\$1,000.00	\$7,000.00
33513 6" Bends	EA	6.00	\$690.00	\$4,140.00
33514 12" Man Lowering	EA	1.00	\$5,105.00	\$5,105.00
33515 Water Catchers	EA	45.00	\$3,120.00	\$140,400.00
33516 Imposter Water Pit 1.5'	EA	1.00	\$2,500.00	\$2,500.00
33517 Tie-in After Testing	EA	2.00	\$2,200.00	\$4,400.00
33518 Water Main Testing	LF	3332.00	\$3.50	\$11,662.00
33519 Traffic Control	EA	2.00	\$1,200.00	\$2,400.00
Grand Total				\$417,343.30
Storm Sewer				
33601 Connect to Existing RCP	EA	2.00	\$3,955.00	\$7,910.00
33602 Connect to Existing Manhole	EA	1.00	\$7,500.00	\$7,500.00
33603 18" RCP	LF	839.00	\$9.40	\$7,884.60
33604 24" RCP	LF	273.00	\$19.00	\$5,187.00
33605 28" RCP	LF	332.00	\$15.40	\$5,112.80
33606 34" RCP	LF	247.00	\$27.30	\$6,744.10
33607 40" RCP	LF	276.00	\$35.00	\$9,660.00
33608 48" RCP	LF	99.00	\$25.00	\$2,475.00
33609 72" RCP	LF	252.00	\$47.80	\$12,045.60
33610 72" PEG or Tee Vals	EA	1.00	\$5,800.00	\$5,800.00
33611 6" Manhole	EA	13.00	\$6,270.00	\$81,510.00
33612 6" Manhole	EA	2.00	\$4,350.00	\$8,700.00
33613 Box Base Manhole	EA	3.00	\$17,970.00	\$53,910.00
33614 6" Type 'R' Inlet	EA	1.00	\$7,590.00	\$7,590.00
33615 10" Type 'R' Inlet	EA	9.00	\$11,800.00	\$106,200.00
33616 18" RCP	CY	7.00	\$105.00	\$735.00
33617 Street Cut	CY	207.00	\$120.00	\$24,840.00
33618 Traffic Control	CY	14.00	\$200.00	\$2,800.00
Grand Total				\$371,339.90
Utilities				
33801 Subgrade Prep	LF	10166.00	\$4.50	\$45,747.00
33802 Utility Cut	LF	4836.00	\$10.54	\$50,782.52
33803 Mountable Curb and Gutter	LF	246.00	\$31.00	\$7,626.00
33804 5.3' Stormwalls	SF	1503.1	\$4.50	\$6,764.95
33805 16" Attached Wall	SF	1667.4	\$17.00	\$28,345.80

33809	R 20' handicap Ramps 2 Way Apron	EA	4.00	\$7,363.00	\$29,532.00	
33809	Mid-block	EA	4.00	\$3,714.00	\$14,856.00	
33809	Drive Cur	EA	2.00	\$4,005.00	\$8,010.00	
33809	Mobilization	EA	2.00	\$3,500.00	\$7,000.00	
					Grand Total	\$399,436.56
Asphalt Paving						
33809	Mobilization	EA	1.00	\$10,000.00	\$10,000.00	
33809	Subgrade Prep	SY	10829.00	\$3.30	\$35,735.70	
33809	Road Base	SY	10829.00	\$10.25	\$110,997.25	
33809	5" Asphalt	SY	9242.00	\$27.75	\$254,463.50	
33809	Manhole Adjustment	EA	27.00	\$840.00	\$22,680.00	
33809	Manhole Adjustment	EA	6.00	\$280.00	\$1,680.00	
33809	Striping/Signage	LS	1.00	\$50,000.00	\$50,000.00	
33809	Range Points	EA	28.00	\$275.00	\$7,700.00	
					Grand Total For Section	\$435,258.45
Landscaping						
35401	Landscape and Irrigation (Tree Lawn)	SF	24928.00	\$4.75	\$118,408.00	
35401	Landscape Maintenance	LS	1.00	\$18,000.00	\$18,000.00	
35401	Implosion Tap Fee's (Assuming 1.5")	EA	1.00	\$15,600.00	\$15,600.00	
					Grand Total For Section	\$152,008.00
Miscellaneous Material Items						
35223	Storm Water Maintenance Installation	LS	1	\$25,000.00	\$25,000.00	
35210	GE/EC Inspections	Month	8	\$900.00	\$7,200.00	
35214	GE/EC Permit	LS	1	\$2,500.00	\$2,500.00	
35321	Geo Tech	LS	1	\$25,000.00	\$25,000.00	
35214	GE/EC Plan	LS	1	\$1,500.00	\$1,500.00	
					Grand Total for Section	\$61,200.00
Related Items (Development Budget)						
31003	Surveying	LS	1.00	\$25,000.00	\$25,000.00	
30403	Permit and Fees	LS	1.00	\$28,000.00	\$28,000.00	
30321	State Permits	LS	1.00	\$2,500.00	\$2,500.00	
30309	Civil Engineering (As-built)	LS	1.00	\$10,000.00	\$10,000.00	
					Grand Total for Section	\$65,500.00
Total						
						\$2,827,762.95
Contingency 10%						\$282,776.30
Grand Total						\$3,110,539.25
Split 50% District						\$1,555,269.62
Split 50% Richmond Homes						\$1,555,269.62

EXHIBIT B

Certification of Builder

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., Builder hereby certifies to the District that Builder does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of Builder who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., Builder shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to Builder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. Builder represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. Builder is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If Builder obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Builder shall:

(a) Notify the subcontractor and the District within three days that Builder has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Builder shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Builder shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If Builder violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and Builder shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by Builder to the Colorado Secretary of State, as required by law.

FACILITIES ACQUISITION AGREEMENT

This **FACILITIES ACQUISITION AGREEMENT** (“**Agreement**”) is made and entered into this 14 day of April, 2022 (“**Effective Date**”), by and between **COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 5**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and **MERITAGE HOMES OF COLORADO, INC.**, an Arizona corporation (the “**Buyer**”) (individually, each a “**Party**” and collectively the “**Parties**”).

RECITALS

A. Richmond American Homes of Colorado, Inc., a Delaware corporation (“**Richmond**”), entered into that certain Contract of Sale, dated October 16, 2020 (“**PSA**”), with **ACM HIGH POINT VI F LLC**, a Delaware limited liability company (the “**Seller**”), pursuant to which Richmond became the owner of property within a project located in the City of Aurora (the “**City**”), Adams County (the “**County**”), Colorado, legally described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”), in addition to other real property (the “**Richmond Property**”).

B. Richmond and Buyer previously executed that certain Contract of Sale dated April 9, 2021, pursuant to which Buyer concurrently acquired from Richmond record title to the Property and Richmond retained record title to the Richmond Property.

C. The Property is within the boundaries and/or service area of the District.

D. Pursuant to the authority granted to the District by its Service Plan, as approved by the City on August 14, 2006, as it may be amended from time to time (the “**Service Plan**”), the District is authorized to construct, acquire and install public improvements, including water, sanitation (including storm drainage), street, safety protection, park and recreation, transportation, fire protection, television relay and translation, and mosquito control and other facilities and services (“**District Improvements**”), which benefit property within the District’s boundaries and/or service area.

E. The District Improvements are necessary for the development of the Property.

F. The District does not currently have sufficient monies available to construct and/or acquire the Improvements.

G. The District has determined that for reasons of economic efficiency and timeliness it is in the best interests of the District for the Seller and/or Buyer to construct or cause construction of certain of the District Improvements.

H. The District is a party to that certain Facilities Funding, Construction and Operations Agreement dated January 1, 2005 (as amended from time to time, the “**Master IGA**”) whereby Aurora High Point at DIA Metropolitan District (“**AHP**” and, with the District, the “**Districts**”) acts as the “**Managing District**” for the District and is responsible for coordinating the financing, construction and operation and maintenance of the District Improvements for the District and certain other metropolitan districts within its service area.

I. The District and AHP have entered into that certain Capital Funding and Reimbursement Agreement dated July 20, 2017 (as it has been and may be amended from time to time, the “CFRA”), pursuant to which AHP and Seller have agreed to provide for the construction or acquisition of certain District Improvements, including, but not limited to the design, testing, engineering, and construction of the District Improvements, together with the related consultant and management fees associated with the construction of the District Improvements (“Construction Related Expenses”), and to the extent the Seller advances monies to AHP for such Construction Related Expenses or expends monies on Construction Related Expenses for District Improvements to be acquired by AHP, the District, City or other local government entity, AHP agreed to reimburse the Seller for such Construction Related Expenses, as provided therein.

J. Pursuant to a separate Agreement and Assignment Regarding Metropolitan District Payments dated April ____, 2022, by and between Seller and Buyer, Buyer and Seller have agreed that, to the extent Buyer constructs any District Improvements as set forth in the approved “Improvement Plans” as such term is defined in the PSA, Seller shall retain any and all right in and to reimbursements from the District arising from the Construction Related Expenses incurred by Buyer (the “District Reimbursement Rights”).

K. District and Buyer desire to set forth their respective rights, obligations and the procedures by which Construction Related Expenses incurred by the Buyer will be verified for eligibility for reimbursement to Seller as District Reimbursement Rights and by which any District Improvements that are not otherwise dedicated to the City or other government entity will be conveyed to one of the Districts.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Construction of District Improvements. The Buyer agrees to design, construct, and complete the District Improvements in full conformance with the design standards and specifications as established and in use by the District, if applicable, and substantially in accordance with (and only to the extent set forth in) the City-approved plans (the “Plans”). If the District so requests, the Buyer shall provide periodic reports on the status of completion and costs of the District Improvements.

2. Transfer of Completed District Improvements. Upon completion of District Improvements by Buyer or a third party, Buyer shall, subject to the City’s rights to the District Improvements, transfer the completed District Improvements by special warranty bill of sale to the District, substantially in a form attached hereto as Exhibit B and incorporated herein by this reference (“Bill of Sale”).

3. Seller Reimbursement Rights. With acknowledgment of consideration previously and otherwise paid, Buyer acknowledges that: (i) the construction and conveyance of the District Improvements shall be without compensation from the District to Buyer; and (ii) District Reimbursement Rights shall remain the property of the Seller and shall not be conveyed to Buyer.

4. Construction Warranty and Assignment; Limitation of Buyer’s Liability.

(a) Buyer shall require, in each construction contract for all or any portion of the District Improvements, that the contractor under such construction contract provide a warranty for the period of time between initial acceptance and final acceptance of the District Improvements by the appropriate accepting jurisdiction. Upon Buyer's substantial completion of any District Improvements to be perpetually owned, operated and maintained by the District, if any, and after initial acceptance by the City, Buyer shall give the acquiring District a non-exclusive assignment of all warranties from third-party contractors and subcontractors in connection with all District Improvements caused to be constructed by Buyer and eligible to be financed by the Districts pursuant to their respective service plans.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that Buyer's agreement to construct or cause the construction of the District Improvements as set forth in this Agreement is done as an accommodation to the Districts and that, except as expressly set forth in this subsection 4(b), Buyer shall have no responsibility, liability or obligation with respect to (and the District hereby covenants not to sue Buyer for, and hereby releases the Buyer from, all liability and claims relating to or arising from) the design, engineering, construction or completion of the District Improvements, any damage, loss or injury to the District or otherwise related to any action or inaction of Buyer in connection with this Agreement, or any defect in the materials or workmanship pertaining to the District Improvements, except for any "Buyer Covered Liability," as hereinafter defined. "**Buyer Covered Liability**" means the following matters for which Buyer shall be liable to the District in connection with its performance under this Agreement: (i) any damage, loss or injury arising from the willful misconduct, bad faith, recklessness or illegal acts of the Buyer in performing or failing to perform hereunder, or (ii) damage, loss or injury arising from the fraudulent conduct of Buyer; provided, however, that any damages to which the District shall be entitled to recover for any Buyer Covered Liability shall be limited to out-of-pocket losses, costs, damages or expenses, and the District shall not be entitled to recover from Buyer any punitive or consequential losses, costs, damages or expenses or lost profits as a result of, or in connection with, any Buyer Covered Liability. Buyer makes no representation or warranty with respect to the District Improvements, and shall have no liability for any defect in the materials or workmanship pertaining thereto. Upon initial acceptance of completion of any District Improvements by the District or applicable "Governmental Authorities" (as such term is defined in the PSA), Buyer shall provide the District with non-exclusive assignments of warranty from all contractors that have completed the District Improvements. Upon receipt of such assignments, the District hereby agrees to look solely to the contractors engaged to construct and complete the District Improvements for any contractual violation, indemnity, warranty or guarantee relating to the District Improvements. This Subsection 4(b) shall survive expiration or termination of this Agreement.

5. Deliverables. Buyer shall deliver the following to District at the time of or prior to the transfer of the District Improvements to the City or District(s), and at such other times upon request of the District:

(a) As-built drawings for the District Improvements to be transferred to the District;

(b) Lien waivers from each contractor in a commercially reasonable form verifying that all amounts due to contractors, subcontractors, material providers or suppliers have been paid in full except for any retainage that is held by Buyer until final acceptance of the District Improvements;

(c) Copies of all contracts, pay requests, change orders, invoices, the final AIA payment form (or similar form), canceled checks, and any other reasonably requested documentation to verify the expenses incurred by Buyer relative to the construction and installation of District Improvements by Buyer;

(d) For any District Improvements to be perpetually owned, operated and maintained by the District, an executed Bill of Sale conveying the District Improvements to the District; and

(e) To the extent necessary, any licenses or easements held by Buyer and related to the installation, operation or maintenance of the District Improvements.

6. Verification of Costs. Upon Buyer's completion of any District Improvements, Buyer shall cooperate with Seller and the District, at no out-of-pocket cost to Buyer, to enable the District's engineer or other independent engineer licensed in the State of Colorado to prepare a cost verification of the District Improvements so that expenses can be verified as qualified Construction Related expenses that may be eligible for reimbursement to Seller as District Reimbursement Rights. Such cost verification shall include, but not necessarily be limited to, a certification by the engineer generally stating that: (i) the Improvement(s) are fit for the intended purpose; (ii) the District Improvements (including individual components) were constructed in substantial accordance with their design; and (iii) the costs for the design, construction and completion of said District Improvements are reasonable.

7. Acquisition of District Improvements. The District shall acquire any District Improvements not being acquired by the City or other local government, upon the expiration of any applicable warranty period, upon receipt, review and approval by the District's accountant and engineer of the Deliverables set forth in Section 5, above, and the Verification of Costs, as set forth in Section 6, above.

8. Representations. Buyer hereby represents and warrants to and for the benefit of the District as follows:

(a) The Buyer is a corporation and is qualified to do business in the State of Colorado.

(b) Buyer has the full power and legal authority to enter into this Agreement. Neither the execution and delivery of this Agreement nor the compliance by the Buyer with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which Buyer is a party or by which Buyer is or may be bound. Buyer has taken or performed all requisite acts or actions which may be required by its organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement.

(c) Buyer represents that it has sufficient available funds to fulfill its obligations under this Agreement.

(d) By its execution hereof, the Buyer confirms and ratifies all of the certifications, statements, representations and warranties set forth in Exhibit C attached hereto and made a part hereof by this reference.

The foregoing representations and warranties are made as of the date hereof and shall be deemed continually made by Buyer to District for the entire term of this Agreement.

9. Term; Repose. This Agreement shall become effective on the Effective Date and shall remain in effect until all applicable District Improvements have been constructed by the Buyer, all documentation and information reasonably required for verification of Construction Related Expenses has been provided and any District Improvements constructed by Buyer have been conveyed to the City, District, or other governing local government entity.

10. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally-recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Colorado International Center Metropolitan
District No. 5
c/o McGeady Becher PC
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: 303-592-4380
Email: mbecher@specialdistrictlaw.com
Attn: Megan Becher

To Buyer: Meritage Homes of Colorado, Inc.
8400 E. Crescent Parkway, Suite 200
Greenwood Village, CO 80111
Attention: Mike Salmina
Telephone: (303) 406-4344
Facsimile: (720) 482-0222
Email: Mike.Salmina@meritagehomes.com

With Copy to: Meritage Homes of Colorado, Inc.
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260
Attention: Tim Clements
Telephone: (480) 515-8630
Facsimile: (480) 422-9095
E-mail: tim.clements@meritagehomes.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with United Parcel Service or other nationally-recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed or email transmission, or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address or contact information. Any notice of default to Buyer may not be delivered via e-mail and must be delivered by one of the other delivery methods set forth above.

11. Assignment. The Buyer shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

12. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Buyer 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 District and the Buyer shall be for the sole and exclusive benefit of the District and the Buyer.

13. Default/Remedies. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. 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.

14. Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the District Court in and for the County of Adams, Colorado.

15. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

16. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

17. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

19. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

20. Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto, provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Buyer unless the same is in writing and duly executed by the Parties hereto.

21. Certification of Compliance with Illegal Alien Statute. By its execution of this Agreement, the Buyer confirms and ratifies all of the certifications, statements, representations and warranties set forth in Exhibit C attached hereto and made a part hereof by this reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

DISTRICT:

**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 5**, a quasi-municipal
corporation and political subdivision of the State of
Colorado

By: _____
Andrew R. Klein, President

ATTEST:

Otis Moore III, Asst. Secretary

BUYER:

MERITAGE HOMES OF COLORADO, INC., an
Arizona corporation

By: _____
Name: Mike Salmina
Title: VP Land Acquisition

20. Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto, provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Buyer unless the same is in writing and duly executed by the Parties hereto.

21. Certification of Compliance with Illegal Alien Statute. By its execution of this Agreement, the Buyer confirms and ratifies all of the certifications, statements, representations and warranties set forth in Exhibit C attached hereto and made a part hereof by this reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

DISTRICT:

**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 5**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____



Andrew R. Klein, President

ATTEST:



Otis Moore III, Asst. Secretary

BUYER:

MERITAGE HOMES OF COLORADO, INC., an Arizona corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

PROPERTY

**LOTS 17 THROUGH 24, INCLUSIVE, BLOCK 5;
LOTS 1 THROUGH 30, INCLUSIVE, BLOCK 7;
LOTS 1 THROUGH 30, INCLUSIVE, BLOCK 8;
LOTS 1 THROUGH 45, INCLUSIVE, BLOCK 9;**

**HIGH POINT AT DIA SUBDIVISION FILING NO. 11,
COUNTY OF ADAMS,
STATE OF COLORADO.**

EXHIBIT B

Form of Bill of Sale

KNOW ALL BY THESE PRESENTS that **MERITAGE HOMES OF COLORADO, INC.**, an Arizona corporation ("Grantor"), for and in consideration of the sum of [] Dollars (\$[]) to be paid by the District in accordance with the terms of the Facilities Acquisition Agreement dated []; 20__ and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto _____, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 450 E. 17th Avenue, Suite 400, Denver, CO 80203 ("District"), its successors and assigns, all of Grantor's right, title and interest in and to the facilities, personal property and the improvements shown on **Exhibit A** attached hereto and incorporated herein by this reference ("District Improvements").

TO HAVE AND TO HOLD the same unto the District, its successors and assigns forever; and Grantor, its successors and assigns, shall warrant and defend the title of said District Improvements made unto the District, its successors and assigns, against all and every person or persons whomsoever claiming title to the same by, through or under Grantor, and warrants that the conveyance of the District Improvements to the District, its successors and assigns, is made free from any claim or demand whatsoever arising by, through or under Grantor,

IN WITNESS WHEREOF, Grantor executes this Bill of Sale this [] day of [], 20[].

GRANTOR:

MERITAGE HOMES OF COLORADO, INC., an Arizona corporation

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF [])

The foregoing instrument was acknowledged before me this [] day of [], 20[], by [], as [] of [] [and by [] as [] of []].

Witness my hand and official seal.

My commission expires: _____

Notary Public

Exhibit A
(District Improvements)

Project Description

Estimated/Actual Cost

EXHIBIT C

Certification of Buyer

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Buyer hereby certifies to the District that the Buyer does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Buyer who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Buyer shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Buyer that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Buyer represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. *Intentionally Deleted.*

5. If the Buyer obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Buyer shall:

(a) Notify the subcontractor and the District within three days that the Buyer has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Buyer shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Buyer shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking, pursuant to the law.

If the Buyer violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Buyer shall be liable to the District for actual damages of the District resulting from such termination, and the District shall report such violation by the Buyer to the Colorado Secretary of State, as required by law.

EXHIBIT A

PROPERTY

**LOTS 17 THROUGH 24, INCLUSIVE, BLOCK 5;
LOTS 1 THROUGH 30, INCLUSIVE, BLOCK 7;
LOTS 1 THROUGH 30, INCLUSIVE, BLOCK 8;
LOTS 1 THROUGH 45, INCLUSIVE, BLOCK 9;**

**HIGH POINT AT DIA SUBDIVISION FILING NO. 11,
COUNTY OF ADAMS,
STATE OF COLORADO.**

EXHIBIT B

Form of Bill of Sale

KNOW ALL BY THESE PRESENTS that **MERITAGE HOMES OF COLORADO, INC.**, an Arizona corporation ("**Grantor**"), for and in consideration of the sum of [_____] Dollars (\$[_____]) to be paid by the District in accordance with the terms of the Facilities Acquisition Agreement dated [_____] , 20__ and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto _____, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 450 E. 17th Avenue, Suite 400, Denver, CO 80203 ("**District**"), its successors and assigns, all of Grantor's right, title and interest in and to the facilities, personal property and the improvements shown on **Exhibit A** attached hereto and incorporated herein by this reference ("District Improvements").

TO HAVE AND TO HOLD the same unto the District, its successors and assigns forever; and Grantor, its successors and assigns, shall warrant and defend the title of said District Improvements made unto the District, its successors and assigns, against all and every person or persons whomsoever claiming title to the same by, through or under Grantor, and warrants that the conveyance of the District Improvements to the District, its successors and assigns, is made free from any claim or demand whatsoever arising by, through or under Grantor,

IN WITNESS WHEREOF, Grantor executes this Bill of Sale this [___] day of [_____] , 20[___].

GRANTOR:

**MERITAGE HOMES OF COLORADO,
INC.**, an Arizona corporation

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF [_____])

The foregoing instrument was acknowledged before me this [___] day of [_____] , 20[___], by [_____] , as [_____] of [_____] [and by [_____] as [_____] of [_____]].

Witness my hand and official seal.

My commission expires: _____

Notary Public

Exhibit A
(District Improvements)

Project Description

Estimated/Actual Cost

EXHIBIT C

Certification of Buyer

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Buyer hereby certifies to the District that the Buyer does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Buyer who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Buyer shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Buyer that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Buyer represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. *Intentionally Deleted.*

5. If the Buyer obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Buyer shall:

(a) Notify the subcontractor and the District within three days that the Buyer has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Buyer shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Buyer shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking, pursuant to the law.

If the Buyer violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Buyer shall be liable to the District for actual damages of the District resulting from such termination, and the District shall report such violation by the Buyer to the Colorado Secretary of State, as required by law.