

AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY
SPECIAL BOARD MEETING AGENDA

Board of Directors:

Matthew Hopper, Chairman
 Dave Gruber, Vice-Chair
 Nicole Johnston, Secretary
 Steve O’Dorisio, Treasurer
 Charles “Chaz” Tedesco, Director

Date: October 3, 2018 (Wednesday)
Time: 11:00 a.m.
Place: City of Aurora
15151 E. Alameda Avenue
Aurora, CO 80012
(5th Floor Mt. Elbert Conference Room)

1. CALL TO ORDER
2. DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS/DISCLOSURE MATTERS
3. APPROVE AGENDA
4. PUBLIC COMMENT and/or GUESTS
 Members of the public may express their views to the Board on matters that affect the Authority, Comments will be limited to three (3) minutes. Please sign in.
5. ADMINISTRATIVE MATTERS
 - A. Review and Consider Approval of September 19, 2018 Special Meeting Minutes (enclosed) and Revised September 5, 2018 Special Meeting Minutes (to be distributed)
 - B. Other
6. FINANCIAL MATTERS
 - A. Update on Status of Unsolicited Proposal Design, Build and Finance of Certain Transportation Improvements from the Aerotropolis Area Coordinating Metropolitan District
 - B. Update on City, County and District Funding of Authority Operating Account – Eric Weaver/Rick Gonzales
 - C. Other

7. ENGINEERING/CONSTRUCTION MATTERS

- A. Update on Initial Design and Adjacent Improvements Initial Design IGA - Todd Johnson (enclosed)
 - 1. Discuss October 17th Deadline (enclosed)
- B. Other

8. MANAGER MATTERS

- A. Update Regarding Website Proposals
- B. Other

9. LEGAL MATTERS

- A. Consider Approval of Amendment to ARTA By-Laws to Provide for Recording Authority Meetings (enclosed)
- B. Discussion and possible action concerning an unsolicited proposal to ARTA from the Aerotropolis Area Coordinating Metropolitan District and to designate the lead negotiator(s) (possible executive session under C.R.S. 24-6-402(4)(e) to develop negotiating positions, strategy, or instruct negotiations concerning the same).
- C. Other

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT SCHEDULED BOARD MEETING

Wednesday, October 10, 2018

County of Adams

4430 S. Adams County Parkway

Brighton, CO 80601

(5th Floor Study Session Conference Room)

FUTURE MEETING SCHEDULE

Wednesday, October 17, 2018

Wednesday, October 24, 2018

Wednesday, October 31, 2018

**MINUTES OF A MEETING OF
THE BOARD OF DIRECTORS OF THE
AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY
HELD
September 19, 2018**

A meeting of the Board of Directors (the “Board”) of the Aerotropolis Regional Transportation Authority (the “Authority”) was held on Wednesday, September 19, 2018 at 11:00 a.m. at the City of Aurora, 15151 E. Alameda Avenue, Aurora, Colorado.

Attendance: In attendance were Board members:

- Matthew Hopper, Chairman
- Dave Gruber, Vice-Chairman
- Nicole Johnston, Secretary
- Steve O’Dorisio, Treasurer
- Charles “Chaz” Tedesco, Director

Also in attendance were:

- Alisha Reis; Adams County
- Jason Batchelor, Dan Brotzman and Michelle Gardner; City of Aurora
- James Mann and Melissa Buck; Ehlers
- Bob Blodgett, Anna Jones; CliftonLarsonAllen LLP
- Tom George; Spencer Fane LLP
- Carla Ferreira; District Alternate to the Authority
- MaryAnn McGeady; McGeady Becher P.C.
- Rick Gonzales; Marchetti & Weaver, LLC
- Todd Johnson; AACMD
- Heidi Miller, Adams County Attorney

1. Call to Order and Approve Agenda

Chairman Hopper called the meeting to order at 11:12 a.m.

2. Declaration of Quorum/Director Qualifications/Disclosure Matters

Chairman Hopper noted that a quorum was present. No additional disclosures of potential conflicts of interest were made.

3. Approve Agenda

Upon a motion duly made by Vice-Chairman Dave Gruber, seconded by Director Tedesco, and upon vote unanimously carried, the Board approved the agenda.

4. Public Comment

There were no public comments.

5. Administrative Matters

A. Review and Consider Approval of September 5, 2018 Meeting Minutes

Discussion ensued regarding recommended changes to the minutes as suggested by Treasurer O’Dorsio in order to reflect his objection that the meeting continued after Secretary Johnston and Vice-Chairman Gruber departed following the Board’s executive session. Director Tedesco indicated he was unclear of the need for the changes suggested by Treasurer O’Dorsio. Chairman Hopper noted that no formal action of the Board was taken after Vice-Chairman Gruber and Secretary Johnston left, and the ensuing discussion related only to background information on the formation of the RTA. Discussion ensued regarding each Director’s and staff’s recollections of the previous meeting and reaction to Treasurer O’Dorsio’s suggestions. Vice-Chairman Gruber and Secretary Johnston noted they assumed the meeting would have and had concluded when they departed. Director Tedesco expressed concerns that perhaps the Board acted inappropriately by identifying negotiators and giving direction to them during the prior executive session. Mr. George reported to the Board that the executive session was held pursuant to and in compliance with C.R.S. 24-6-402(4) (e), to develop negotiating positions, strategy, or instruct negotiators concerning the same. Treasurer O’Dorsio requested that going forward audio recordings of all meetings should be made and kept. Mr. George noted that the Bylaws will need to be amended and approved by the Board to reflect the new direction for recording meetings. It was decided the draft September 5, 2018, meeting minutes would be revised and brought back at the next board meeting for consideration and approval by the Board at that time.

Upon a motion duly made by Vice-Chairman Gruber, seconded by Treasurer O’Dorsio and, upon vote, unanimously carried, the Board decided to record all future Board meetings and keep the recordings indefinitely. The Board directed Mr. George to prepare a resolution and amendment to the Bylaws to that effect for consideration by the Board.

B. Consider for approval and ratification Letter from the Authority to Colorado Oil and Gas Conservation Commission Regarding Extraction Application

After review, upon a motion duly made by Treasurer O’Dorsio, seconded by Vice-Chairman Gruber, and upon vote unanimously carried, the Board ratified approval of the Letter from the Authority to Colorado Oil and Gas Conservation Commission Regarding Extraction Application as presented.

C. Discuss and Consider Approval of Meeting Schedule through December 2018

Discussion ensued. Secretary Johnston inquired whether the meetings could be held every other week. Chairman Hopper requested the meetings continue weekly through December and cancel as necessary. Ms. Ferreira asked if people could call in. It was noted that that was acceptable.

D. Discuss Celebration of Establishment of the ARTA to be held on-site in the District on September 20th at 10:30 a.m. Other

It was noted that the celebration will begin at 10:30 a.m. and will be located at 38th and Gun Club Road, and E470.

E. Other

None.

6. Financial Matters

A. Update on Status of Unsolicited Proposal Design, Build and Finance of Certain Transportation Improvements from Aerotropolis Area Coordinating Metropolitan District

Mr. George noted that DA Davidson is still working on the revised financing plan and are not sure yet of the timing. No action was taken by the Board.

B. Update on City, County and District Funding of Authority Operating Account

Mr. Gonzales provided an update, noting that the agreement is in place and funding is forthcoming. Mr. Gonzales noted that there are tokens for Authority access to UMB.

C. Discussion and Consider Approval of Claims

Mr. Gonzales presented the claims to the Board. After discussion, upon a motion duly made by Vice-Chairman Gruber, seconded by Secretary Johnston, and upon vote unanimously carried, the Board approved the claims totaling \$95,475.17.

D. Other

None.

7. Engineering/Construction Matters

A. Update on Initial Design and Adjacent Improvements Initial Design IGA

Mr. Johnson gave a project update. He indicated he is coordinating with CDOT at the I-70 interchange. He will be working on the E-470 interchange in the next few weeks.

Mr. Johnson noted that the grading of Main Street is progressing, which is the responsibility of the Metropolitan District. He also noted an independent cost verifier will be retained.

B. Other

Discussion ensued regarding streetlights. It was noted the City is considering buying streetlights from Xcel. Vice-Chairman Gruber requested that the Board be forward-thinking regarding smart cities and how to apply this to the street lighting. No action was taken.

8. Managers Matters

A. Update Regarding Website Proposals

Ms. Jones updated the Board indicating the process of selection is underway and will report back.

B. Status of BoardPaq – Approve Users

Mr. Blodgett noted that the list has not changed from the last meeting. The Board requested that this item only be discussed if the list changes.

C. Other

None.

9. Legal Matters

A. Discussion and possible action concerning an unsolicited proposal to ARTA from the Aerotropolis Area Coordinating Metropolitan District and to designate the lead negotiator(s) (possible executive session under C.R.S. 24-6-402(4) (e) to develop negotiating positions, strategy, or instruct negotiations concerning the same).

Upon a motion duly made by Vice-Chairman Gruber to enter into executive session under C.R.S. 24-6-402(4) (e) to develop negotiating positions, strategy, or instruct negotiations concerning the same, seconded by Secretary Johnston, and unanimously the Board went into executive session at 12:18 p.m.

Upon a motion duly made by Vice-Chairman Gruber, seconded by Secretary Johnston, and upon vote unanimously carried, the Board came out of executive session at 1:30 p.m.

No action was taken.

B. Other

None.

10: Other Business

None.

11. Adjournment

As there were no further matters to discuss, upon a motion duly made by Vice-Chairman Gruber, seconded by Secretary Johnston, and upon vote unanimously carried, the Board adjourned the meeting at 1:36 p.m.

Respectfully submitted,

Secretary for the Meeting

From: [Blodgett, Bob](#)
To: [Jon Hoistad](#); [Kron, Rick](#); "tgeorge@spencerfane.com"
Cc: [Elisabeth A. Cortese](#); [Dawn Fredette](#); [MaryAnn M. McGeady](#); [Jennifer \(Jenny\) Pino](#); [Sarah McGrath](#); "[Todd Johnson](#)"; [Suazo, Kathy](#); [Jones, Anna](#)
Subject: RE: [External] ARTA: AACMD Initial Progress Report
Date: Friday, September 28, 2018 11:46:32 AM

Thanks Jon,
Kathy for the oct 23 pkt



Bob Blodgett, Principal

Outsourcing, CliftonLarsonAllen LLP

Direct 303-265-7916, Mobile 303-807-0098

bob.blodgett@CLAconnect.com

Main 303-779-5710, Fax 303-779-0348

8390 E Crescent Parkway, Suite 500, Greenwood Village, CO 80111

CLAconnect.com

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*Investment advisory services are offered through CliftonLarsonAllen
Wealth Advisors, LLC, an SEC-registered investment advisor.*

From: Jon Hoistad [<mailto:jhoistad@specialdistrictlaw.com>]
Sent: Friday, September 28, 2018 10:41 AM
To: Blodgett, Bob <Bob.Blodgett@claconnect.com>; Kron, Rick <rkron@spencerfane.com>;
'tgeorge@spencerfane.com' <tgeorge@spencerfane.com>
Cc: Elisabeth A. Cortese <ecortese@specialdistrictlaw.com>; Dawn Fredette
<dfredette@specialdistrictlaw.com>; MaryAnn M. McGeady <mmcgeady@specialdistrictlaw.com>;
Jennifer (Jenny) Pino <jpino@specialdistrictlaw.com>; Sarah McGrath
<smcgrath@specialdistrictlaw.com>; 'Todd Johnson' <Todd@terraformas.com>
Subject: [External] ARTA: AACMD Initial Progress Report

Good morning:

As part of the ARTA/AACMD IGA for Phase I Design, please find the attached Initial Progress Report detailing the AACMD's activities and costs to date. The costs detailed in this Report were approved by the AACMD Board of Directors on September 11, 2018; outstanding costs will be approved at the AACMD's regular meeting scheduled for October 15th, and detailed in the 60-Day Progress Report on or about October 27th. Thank you.

Sincerely,

Jon Hoistad

Associate

McGeady Becher P.C.

450 E. 17th Avenue, Suite 400

Denver, CO 80203-1254

Phone: 303.592.4380

Fax: 303.592.4385

Email: jhoistad@specialdistrictlaw.comwww.specialdistrictlaw.com

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September 28, 2018

To: Bob Blodgett, CLA, ARTA

From: Todd A. Johnson, P.E., AACMD Program Manager

RE: AACMD September Status Report to ARTA

Dear Bob,

AACMD as part of its mutual coordination with ARTA is providing a status report for activities and costs to date related to the approved ARTA projects.

Project Status:

- **Overall:**
 - AACMD is currently soliciting contractor qualifications, with a bid opening on October 8th. Contractor selection to occur by mid-October with potential bidding of the first grading projects occurring at the same time.
 - Grading construction of Main Street is projected to occur in early November.
- **The Aurora Highlands Parkway:** Design of horizontal, vertical and intersection geometry is occurring along with utility design. Documents are approximately 15% complete. Design is projected to further progress over the next 30 days.
- **26th Avenue:** Design of horizontal, vertical and intersection geometry is occurring along with utility design. Documents are approximately 25% complete. Design is projected to further progress over the next 30 days.
- **E470 Interim Connection (right in/out):** Design of horizontal, vertical and intersection geometry is occurring along with utility design. Documents are approximately 15% complete. Design is projected to further progress over the next 30 days.
- **E470 Full Interchange:** Design survey has been completed. Design team commencement has started and a project kickoff with approval agencies will occur in two weeks. Design is projected to further progress over the next 30 days.
- **I-70 Interchange:** Design team has commenced their work, initial meetings with FHA and CDOT have occurred with a environmental scoping meeting occurring within the next two weeks. Design survey, environmental and geotechnical work starting in the next 30 days along with the continuation of concept designs.



- **Powhatan Interim Connection:** Design team has commenced work, initial meetings with FHA and CDOT have occurred with an environmental scoping meeting to occur in the next two weeks. Design survey, environmental and geotechnical work starting in the next 30 days along with the continuation of concept designs.

Costs:

The District has approved and paid for potential ARTA obligations of **\$49,225.84** at its September 11, 2018 meeting. AACMD will request reimbursement of these cost per our mutual agreement in the near future. AACMD will be holding a meeting on October 15 to ratify an outstanding costs occurred from its last meeting to date and will report those on our next report.

Consultants Currently Under Contract and Working on ARTA Projects:

Program Management/Assistance: Terra Forma Solutions and Summit Strategies

Civil/Traffic Engineering: HR Green, FHU, BLN and Merrick

Environmental: ERC

Surveying: Aztec

Geotechnical: CTL

Construction Assistance: Contour

Landscaping: Norris Design

Please feel free to contact me at 303-257-7653 or todd@terraformas.com with any questions or additional information you may need.

Respectfully,

Todd A. Johnson, P.E.

For and on behalf of:

Terra Forma Solutions, Inc and AACMD

**INTERGOVERNMENTAL AGREEMENT FOR PROJECT FUNDING AND
REIMBURSEMENT FOR INITIAL DESIGN OF ARTA PHASE I IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT FOR PROJECT FUNDING AND REIMBURSEMENT FOR INITIAL DESIGN OF ARTA PHASE I IMPROVEMENTS (this “**Agreement**”) is made and entered into August 23, 2018, (the “**Effective Date**”), by and between **AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT**, a political subdivision and quasi-municipal corporation of the State of Colorado (“**AACMD**”) and the **AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY**, a political subdivision and body corporate of the State of Colorado formed pursuant to C.R.S. Section 43-4-601 et seq (“**ARTA**”), **ARTA** and **AACMD** are referred to collectively herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. ARTA was organized pursuant to an Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora and the AACMD Establishing the Aerotropolis Regional Transportation Authority dated February 27, 2018 (the “**Establishment Agreement**”) for purposes of constructing, or causing to be constructed, a Regional Transportation System.

B. The Regional Transportation System is defined in the Establishment Agreement and includes, among other improvements, the design of the improvements more particularly described on Exhibit A attached to this Agreement and incorporated herein by this reference (the “**Phase I Improvements**”).

C. Certain adjacent improvements will be designed together with the Phase I Improvements as such adjacent improvements are an integrated part of the roads included in the Phase I Improvements, (for example additional lanes to the lanes determined to be regional in the same road), (the “**Adjacent Improvements**”)

D. ARTA has determined it to be in the best interest of its taxpayers to begin the design of the Phase I Improvements and the **Adjacent Improvements**.

E. ARTA does not have funds available to begin the design of the Phase I Improvements.

F. ARTA and AACMD are in discussions regarding the funding of the Regional Transportation System, and in particular the Unsolicited Proposal to Design, Build and Fund Certain Transportation Improvements submitted to ARTA by AACMD on June 8, 2018 (the “**Unsolicited Proposal**”).

G. ARTA and AACMD desire to proceed with the beginning of the design of the Phase I Improvements as these discussions progress.

H. AACMD has established a project budget in an amount not to exceed Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000) for payment of the initial design work on the Phase I Improvements that is anticipated to be incurred in a ninety (90) day period which

will begin on the Effective Date of this Agreement (respectively the “**Initial Design**”, “**Initial Design Period**” and the “**Initial Design Costs**”).

I. AACMD has established a project budget in an estimated amount of Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000) for payment of the initial design work on the Adjacent Improvements that is anticipated to be incurred in a ninety (90) day period which will begin on the Effective date of this Agreement (respectively the “**Adjacent Improvement Initial Design**”, “**Adjacent Improvement Initial Design Period**” and the “**Adjacent Improvement Initial Design Costs**”).

J. AACMD has funds available and has determined it to be in the best interest of its taxpayers to begin the Initial Design on behalf of ARTA pursuant to the terms and conditions of this Agreement.

K. ARTA and AACMD desire to enter into this Agreement to set forth their understanding regarding the funding of the Initial Design by AACMD and the terms for reimbursement of AACMD by ARTA together with such other matters as are hereinafter set forth.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ARTA and AACMD agree as follows:

1. Funding and Design Activities by AACMD. The Parties acknowledge and agree that AACMD shall fund the Initial Design and the Adjacent Improvements Initial Design and shall cause the Initial Design and the Adjacent Improvements Initial Design to proceed in the manner hereinafter set forth. The parties acknowledge that the Initial Design Costs were based upon an estimate of design costs that would be incurred on the Initial Design within the Initial Design Period and that the design of the Phase I Improvements will not be complete within the Initial Design Period or for the Initial Design Costs. The parties also acknowledge that the Adjacent Improvements Initial Design Costs were based upon an estimate of design costs that would be incurred on the Adjacent Improvements Initial Design within the Adjacent Improvements Initial Design Period and that the design of the Adjacent Improvements will not be complete within the Adjacent Improvements Initial Design Period or for the Adjacent Improvements Initial Design Costs

1.1 Generally. AACMD shall coordinate, administer and oversee: (i) the preparation of all budgets, timetables and other documents pertaining to the Initial Design and the Adjacent Improvements (ii) the funding of the Initial Design and the Adjacent Improvements. AACMD will engage engineers, surveyors and other consultants as required for the Initial Design and the Adjacent Improvements (“**Service Provider(s)**”).

1.2 Comply with Legal Requirements. AACMD shall comply with all terms and conditions of applicable law in performing its obligations under this Agreement.

1.3 Taxes, Fees and Permits. AACMD or its Service Providers shall pay all applicable sales, use, and other similar taxes pertaining to the Initial Design, if any.

1.4 Insurance. AACMD shall procure and maintain and shall cause the Service Providers to procure and maintain, the insurance described in **Exhibit B** attached hereto during the Initial Design.

2. Accounting and Reporting. AACMD shall keep good and accurate books and records in sufficient detail to provide periodic reporting on the Initial Design Costs and the Adjacent Improvements Initial Design and the payment of same which books and records shall be made available for review (upon reasonable prior written notice) by ARTA.

2.1.1 AACMD shall provide a verbal report as to the progress made on the Initial Design and Adjacent Improvements Initial Design to ARTA at each Board meeting during the Initial Design Period.

2.1.2 Within thirty (30) days of commencement of the Initial Design Period AACMD shall provide a written progress report to ARTA on the Initial Design and the Adjacent Improvements Initial Design containing the names of the engineering companies and other Service Providers under contract (the “**Initial Progress Report**”).

2.1.3 Within sixty (60) days of commencement of the Initial Design Period AACMD shall provide a written progress report to ARTA on the Initial Design and the Adjacent Improvements Initial Design containing the names of the engineering companies and other Service Providers under contract, the Initial Design Costs and Adjacent Improvements Initial Design Costs incurred and the amount of Initial Design Costs and the Adjacent Improvements Initial Design Costs paid (the “**60 Day Progress Report**”).

2.1.4 Within sixty (60) days of completion of the Initial Design Period AACMD shall provide a written progress report to ARTA on the Initial Design and the Adjacent Improvements Initial Design containing the names of the engineering companies and other Service Providers under contract, the Initial Design Costs and Adjacent Improvements Initial Design Costs incurred and the amount of Initial Design Costs and the Adjacent Improvements Initial Design Costs paid (the “**Completion Progress Report**”).

2.1.5 The Initial Design Costs and Adjacent Improvements Initial Design Costs will be subject to verification by a third party engineer retained by AACMD and independent of the owner of property within the boundaries of the ARTA, or any of the owner’s affiliates (the “**Independent Engineer**”).

2.1.6 The verification by the Independent Engineer shall include verification that the cost incurred for the Initial Design being verified (the “**Work**”) is reasonable and within market parameters for the Work, that the Work was confirmed to be for the Initial Design, and the Service Provider of the Work has been paid for the Work (“**Verified Costs**”). Although the Verified Costs may exceed \$750,000, in no event shall the amount due for reimbursement under this Agreement from ARTA to AACMD exceed \$750,000 plus interest accrued pursuant to Section 4 below without the prior written consent of ARTA or an amendment to this Agreement. In no event shall the Verified Costs to be paid by ARTA include the Adjacent Improvements Initial Design Costs.

2.1.7 During the Term of this Agreement, AACMD shall keep, or cause to be kept, proper and current books and accounts in which are recorded; the Verified Costs; and the District's administrative and management expenses. Unless otherwise exempted under State statutes, the District shall prepare after the close of each fiscal year for the District, a complete audited financial statement for such year in reasonable detail covering the above information, certified by a public accountant selected by the District, and shall furnish a copy of such statement to ARTA upon its request.

3. Reimbursement of AACMD. Subject to the receipt of funding pursuant to Section 5 herein and all other applicable provisions hereof, ARTA agrees to make payment to AACMD for all Verified Costs, together with interest thereon.

4. Interest and Payment Priority. Interest shall accrue from the date of deposit of funds in the AACMD bank account for payment to each of the Service Providers and shall compound annually at the rate of nine percent (9%) per annum until paid. The Parties agree that payments by ARTA to AACMD shall credit first against accrued and unpaid interest and then to the principal amount due.

5. Funding Requirement. The Parties agree that no payment shall be requested of ARTA hereunder unless and until ARTA issues bonds or any other evidence of indebtedness or contractual obligation ("**Bonds**") in an amount sufficient to reimburse AACMD for all of the Verified Costs. ARTA may exercise reasonable efforts to issue Bonds to reimburse AACMD. In addition, ARTA agrees that it does not intend to issue any Bonds unless such issuance of Bonds provides revenues sufficient to pay the Verified Costs plus interest to AACMD.

5.1 ARTA, may make payment on the amounts due hereunder out of any available revenues. It is hereby agreed and acknowledged that this Agreement evidences an intent to reimburse AACMD hereunder, but that this Agreement shall not constitute a debt or indebtedness of ARTA within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation, and the making of any reimbursement hereunder shall be at all times subject to annual appropriation by ARTA. Nothing herein shall be deemed or construed to create a "contract" or "other obligation" within the meanings of Section 5 herein, or Section 5.02 of the Establishing Agreement.

5.2 The amounts due hereunder are payable at any time without prepayment penalty.

5.3 By acceptance of this Agreement, AACMD agrees and consents to all of the limitations in respect of the payment of the principal and interest due hereunder.

5.4 ARTA and AACMD agree that any agreement between ARTA and AACMD resulting from discussions on the Unsolicited Proposal shall include terms for repayment of AACMD for the Verified Costs, plus interest.

6. 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 after the provision of thirty (30) days prior written notice of the alleged breach or default to the other Party. 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.

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

If to ARTA:

Aerotropolis Regional Transportation Authority
c/o CliftonLarsonAllen
Attention: Bob Blodgett
8390 E. Crescent Parkway, Suite 500
Greenwood Village, Colorado 80111
Phone: (303) 779-4525
Fax: (303) 773-2050
Email: Bob.Blodgett@claconnect.com

With copies to:

Spencer Fane LLP
Attention: Tom George
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203
Phone: (303) 839-3800
Fax: (303) 839-3838
Email: tgeorge@spencerfane.com

If to AACMD:

Aerotropolis Area Coordinating Metropolitan District
c/o Special District Management Services, Inc.
Attention: Lisa Johnson
141 Union Blvd., Suite 150
Lakewood, Colorado 80228
Phone: (303) 987-0835
Email: ljohnson@sdmsi.com

With copies to:

McGeady Becher P.C.
 Attention: MaryAnn M. McGeady
 450 E. 17th Avenue, Suite 400
 Denver, Colorado 80203
 Phone: (303) 592-4380
 Fax: (303) 592-4385
 Email: mmcgeady@specialdistrictlaw.com

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

9. Entire Agreement; Headings for Convenience Only; Not to be Construed Against Drafter; No Implied Waiver. This Agreement constitutes the entire agreement among the Parties hereto pertaining to the subject matter hereof. No change or addition is to be made to this Agreement except by written amendment executed by ARTA and AACMD. The headings, captions and titles contained in this Agreement are intended for convenience of reference only and are of no meaning in the interpretation or effect of this Agreement. This Agreement shall not be construed more strictly against one (1) Party than another merely by virtue of the fact that it may have been initially drafted by one (1) of the Parties or its counsel, since all Parties have contributed substantially and materially to the preparation hereof. No failure by a Party to insist upon the strict performance of any term, covenant or provision contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a Party during the continuance of any default by the other Party(ies), shall constitute a waiver of any such term, covenant or provision, or a waiver of any such right or remedy, or a waiver of any such default unless such waiver is made in writing by the Party to be bound thereby. Any waiver of a breach of a term or a condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

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

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

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

13. Counterparts; Copies of Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall

constitute one (1) and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. This Agreement may be executed and delivered by facsimile or by electronic mail in portable document format (.pdf) or similar means and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other Party. Upon execution of this Agreement by ARTA and AACMD, shall provide a fully executed copy of this Agreement to ARTA.

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

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

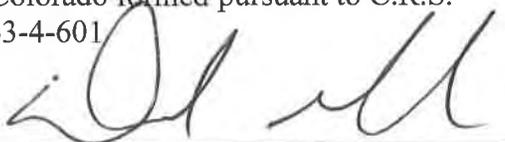
16. No Waiver of Governmental Immunity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded AACMD or ARTA pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

17. Amendments. This Agreement may not be amended except by written agreement signed by all Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first set forth above.

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

By: 
Name: Colonel Dave Gruber
Title: Vice-Chairperson

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

By: 
Name: Matthew Hopper
Title: President

EXHIBIT A

PHASE I IMPROVEMENTS - 2018-2021

1. Design The Aurora Highlands Parkway from E470 to Aura Boulevard.
2. Design 26th Avenue from E470 to Main Street.
3. Design E470 interim project connection (right in/out).
4. Design the full interchange of E470/38th Avenue/The Aurora Highlands Parkway.
5. Design the full interchange of I-70/Harvest/Powhaton Roads.
6. Design I-70/Harvest/Powhaton Roads interim connection.

EXHIBIT B

Required Insurance

AACMD shall maintain, in the amounts and types of insurance described below and shall cause the Service Providers, as appropriate, to maintain such coverages from insurance companies authorized to do business in the State of Colorado having a Best's Insurance Report Rating of A/VI or better covering the risks described below:

A. Commercial General Liability Insurance (including premises, operations, products, completed operations, and contractual liability coverages, subject to policy terms and conditions) in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) personal injury and [advertising injury], and Two Million Dollars (\$2,000,000.00) General Aggregate.

B. Automobile Liability Insurance for all motor vehicles operated by or for Constructing Party, including owned, hired, and non-owned autos, with minimum Combined Single Limit for Bodily Injury and Property Damage of One Million Dollars (\$1,000,000.00) for each accident.

C. Workers Compensation Insurance for all employees as required by law, to cover the applicable statutory limits in the State of Colorado and employer's liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury by accident (each accident) and One Million Dollars (\$1,000,000.00) for bodily injury by disease (each employee).

D. With respect to Service Providers that provide professional services (e.g., engineers), professional liability insurance, including prior acts coverage sufficient to cover any and all claims arising out of the services, or a retroactive date no later than the date of commencement of the services, with limits of not less than Two Million Dollars (\$2,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) annual aggregate. The professional liability insurance shall be maintained continuously during the term of the agreement with such Service Provider and so long as the insurance is commercially reasonably available.

The following general requirements shall apply to all insurance policies described in this Exhibit.

1. All liability insurance policies, except workers compensation insurance and professional liability insurance, shall be written on an occurrence basis.

2. All insurance policies required hereunder except Workers Compensation and Employers Liability and professional liability shall: (i) name AACMD as "additional insured" utilizing an ISO CG 2010 form acceptable to AACMD; (ii) be issued by an insurer authorized in the State of Colorado; (iii) provide that such policies shall not be canceled or not renewed without at least thirty (30) days' prior written notice to the Parties, and (iv) provide a notice within ten (10) days of any non-payment of premium. Each additional insured endorsement (or each policy, by reasonably acceptable endorsement) shall contain a primary insurance clause providing that the coverage afforded to the additional insureds is primary and that any other insurance or self-insurance available to any of the additional insureds is non-contributing. A

waiver of subrogation endorsement for the workers' compensation coverage shall be provided in favor of the Parties.

3. The liability insurance policies shall provide that such insurance shall be primary on a non-contributory basis.

The Service Providers shall provide AACMD with certificates evidencing the insurance coverages required by this Exhibit prior to the commencement of any activity or operation which could give rise to a loss to be covered by such insurance. Replacement certificates shall be sent to AACMD, as policies are renewed, replaced, or modified.

AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

BYLAWS

**Adopted July 11, 2018
by the Board of Directors
of the
Aerotropolis Regional Transportation Authority**

*amended October 3, 2018, to add Section 2.D.11

ARTICLE 1: INTRODUCTION; PURPOSE

The Aerotropolis Regional Transportation Authority (the “Authority” or “ARTA”) was established by intergovernmental agreement dated February 27, 2018 (the “Establishing Agreement”), by and between the Board of County Commissioners of the County of Adams (the “County”), the City of Aurora (the “City”), and the Aerotropolis Area Coordinating Metropolitan District (the “District”) (collectively, the “Members”), for the general purpose of furthering and supporting the public interest and economic health of the region and to effectuate the goals of fostering and supporting economic development through the expansion and creation of transportation improvements.

These Bylaws (“Bylaws”) are adopted by the Board of Directors of the Authority (“Board”) (each Director a “Director” or “Board Member”) in order to facilitate the conduct of Authority meetings, promote smooth operations and set forth the Authority’s code of ethics, all to better serve the public. The Board has determined that these Bylaws serve the public interest and are in the best interests of Authority.

All capitalized terms used but not defined herein shall have the meaning set forth in the Establishing Agreement. In the event of any conflict between the provisions of these Bylaws and the Establishing Agreement or local, state or federal law, the Establishing Agreement and such law shall control.

ARTICLE 2: PROTOCOLS AND GUIDELINES

a. Officers

Consistent with the Establishing Agreement, the Board may appoint as officers of the Authority a Chair, Vice Chair, Secretary, Treasurer and Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

b. Calling Board Meetings

1. The Board shall meet regularly, once per quarter, or more frequently as determined by the Board. Meetings shall be held at the City, County, or District offices on a flexible rotating basis, or in another convenient location as reasonably determined by the Chair.

2. A special meeting of the Board may be requested by any Board Member by asking the Chair to call a special meeting; however, whether to hold a special meeting is in the discretion of the Chair (or Vice Chair in the absence of the Chair).

3. All Board Members and Alternate Directors will be informed of the date, time, and place of all meetings. Public notice of meetings will be given as required by law. The Executive Director may give such additional notices of meetings as the Executive Director reasonably determines or as directed by the Board. Notices of meetings will include specific

agenda information when possible.

c. Pre-meeting activities

1. Any Board Member, the Executive Director, or the Authority's legal counsel ("Legal Counsel") may ask the Chair or Executive Director to include an item for discussion and possible action on any meeting agenda. The Chair shall, if practicable, include the requested item on the agenda unless the request is made too late to be included on the agenda, or the item can be, or has been, resolved outside of a meeting.

2. Except in an emergency or for good cause, the request to add an agenda item is to be made at least 48 hours prior to a meeting. Written requests are preferred. The addition of appropriate items to the "consent agenda," rather than the "discussion agenda" is encouraged.

3. The Board, Executive Director, and Legal Counsel are discouraged from adding items to the agenda at the Board meeting. Nonetheless, the agenda may be modified at a meeting with the consent of the Chair or the Board. (Legal Counsel has advised that actions on certain items added to an agenda at or prior to the meeting without giving public notice can be void in some situations).

4. If possible, the Board packet is to be furnished to the Board and Alternate Directors at least 48 hours before a regular meeting and at least 24 hours prior to a special meeting.

5. Potential conflicts of interest will be disclosed in advance of meetings and at meetings as provided by law.

6. To the extent possible, questions concerning agenda items by a Board Member should be addressed to the Chair or Executive Director prior to a meeting to avoid utilizing meeting time on questions that can be resolved without Board involvement.

7. Questions by a Board Member for the Authority's Legal Counsel or other consultants should be discussed with the Chair or the Executive Director before the Board Member calls or emails the Authority's Legal Counsel or other consultants whenever possible. The intent of this protocol is to avoid incurring unnecessary legal and consultant fees whenever possible.

8. The Board strongly encourages discussions in Board committees, if any such committees are created. Any such committees are to make recommendations to the Board, and do not have decision making authority.

d. At Meetings

1. All Board Members are expected to attend all meetings.

2. All Board Members are to strive to be on time to meetings.
3. Board Members may attend a meeting by conference telephone, if necessary. Attendance by telephone should be arranged with the Chair and the Executive Director (or their designee) in advance of a meeting to be sure the technical details of the conference call are prepared.
4. Once a quorum is present (in person or by phone), the Chair may begin business as soon as the time of the meeting arrives. A majority of the Board then in office who are eligible to vote shall constitute a quorum.
5. Discussion of items on the consent agenda is discouraged. Questions about the consent agenda should be directed to the Chair or Executive Director prior to the meeting.
6. Board Members, staff, and consultants will disclose potential conflicts of interest on an agenda item prior to the start of discussion on the particular item, shall not attempt to influence the Board concerning any vote on the item, and shall not vote on the item except as allowed by law. A person with a potential conflict may answer factual or technical questions concerning the matters involving the conflict. The Member's Alternate Director without a conflict may vote on a matter if a Director cannot vote due to a conflict.
7. Board Members are expected to be courteous and respectful to each other, customers, staff, and consultants, and vice versa. Any Board Member may bring a perceived lack of courtesy or respect to the attention of the Board.
8. Any Board Member, including the Chair, may make or second a motion.
9. Except as otherwise set forth herein or in the Establishing Agreement, the affirmative vote of a majority of the Directors then in office who are eligible to vote and are present and voting at a meeting is sufficient to pass any motion or resolution, with the exception of a motion to enter executive session, which by law requires at least a two-thirds vote of the quorum present. A motion or resolution loses on a tie vote. (See Establishing Agreement, Sec. 4.02).
10. Unless prohibited from voting on an item by law (*i.e.*, a conflict of interest exists and voting is prohibited), all Board Members (including the Chair) are to vote on all motions and resolutions, without abstentions. Proxy voting is not allowed. A vote by an Alternate Director pursuant to Section 3.03 of the Establishing Agreement is not a proxy vote.
11. Audio recordings of all Authority meetings shall be made and kept by standard electronic means; provided, audio recordings of Authority executive sessions shall only be made and kept as required by the Colorado Open Meetings Law. Authority meeting audio recordings, except recordings of executive sessions, shall be kept by the Authority consistent with the requirements of the Colorado Open Records Act, and may only be destroyed as permitted by the Colorado Open Records Act, other relevant law, and upon direction of the

Board. (Note: this Section 2.D.11 was added by amendment approved October 3, 2018).

e. After the Meeting

1. To the extent possible, staff and consultants who are present at the conclusion of a meeting shall make themselves available for questions from Board Members; however, no more than two Board Members shall participate in the same after-meeting discussion about official Authority business.

2. Board Members and others present in an executive session shall not disclose the contents of the discussion that took place in the executive session except to Board Members, as directed by the Board, or as required by law; provided, Board Members may at any time disclose and discuss the contents of discussions that take place in Authority executive sessions with the board or council of their respective member entities so long as such Board Members notify their fellow Board Members in advance that they intend to disclose and discuss such information and the information is shared in a manner and forum that reasonably maintains its confidential or sensitive nature. The Board Members are aware that attorney-client privileged information shared between the Board Members and the Authority's legal counsel may no longer be considered privileged if such information is shared outside the Authority, including but not limited to with the boards or council of their respective member entities. Disclosure of the content of the discussion of an executive session in contravention of this provision may be a breach of the Board Members' duty to ARTA.

3. Board Members are to review the minutes of the prior Board meeting to confirm that any motions and resolutions adopted by the Board and the minutes are in substantial compliance with the intent of the Board. (The intent of this protocol is to encourage the Board to review the minutes and check to be sure the records are accurate. The "substantial compliance" standard is intended to avoid having to state motions with painful precision at the meeting and to allow editing of a motion for clarity).

f. Protocols Unrelated to Meetings

1. The Chair and the Executive Director are the spokespersons for the Authority. Board Members and others are strongly encouraged to direct questions from the media to them for response.

2. Board Members owe a duty of loyalty to the Authority. Constructive examination and recommendations for the improvement of the Authority are encouraged. As the governing body of the Authority, Board Members are encouraged to be honest and positive about the Authority.

3. Board Members should encourage good staff and consultant morale and public relations.

4. Board Member comments about staff or consultants should be channeled through the Chair or Executive Director, especially negative comments.

5. Board Members, staff, and consultants should conduct themselves with professionalism.

6. All payments by the Authority to be made by check, draft or otherwise shall require the signature of at least two Board Members. The signatures required by this provision may be provided by reasonably secure electronic means.

7. The Authority may in its discretion implement and utilize computer software, online programs, electronic devices and other administrative management tools in order to facilitate the operation and administration of the Authority, including to carry out the administrative procedures set forth in these Bylaws; provided, any and all administrative management tools utilized by the Authority shall comply with applicable law, including but not limited to the Colorado Open Meetings Law and the Colorado Open Records Act.

ARTICLE 3: CODE OF ETHICS

a. Introduction

The constituents of the County, City and District are entitled to have a fair, ethical, and accountable local government that has earned the public's full confidence for integrity. The Authority adopts this Code of Ethics as part of these Bylaws to assure public confidence in local government and its effective and fair operation and to ensure that the Authority complies with all applicable State and local laws relating to conflicts of interest and ethics.

Integrity in government requires that decision-makers be independent, impartial, and accountable to those they serve, to that end, all Directors and staff of the Authority must carry out their duties in accordance with the following principles:

1. As public servants, Board Members are stewards of the public trust, entrusted with and responsible for the property and resources of the Members and shall carry out their duties for the benefit of the constituents of the Authority.

2. The constituents of the County, City and District expect and deserve their public servants to act with courtesy, impartiality, honesty, and openness in the performance of their duties.

3. The Board and all staff of the Authority must always perform their duties on behalf of the Authority with the best interests of the Authority mind, and not for any personal interest or for the interest of family, friends, or business and political associates.

4. Governmental decisions and policies are made utilizing the proper channels of the government structure, free of coercive or other improper influence.

5. To gain and retain public confidence in government operations, the Board and all staff and consultants of the Authority must avoid even the appearance of impropriety.

b. Intent

The purpose of this Article is to provide the Board and all staff of the Authority the tools and resources necessary to conduct themselves in the most ethical and appropriate manner possible and to ensure that the Authority operates in accordance with its mission, governing principles, and values.

It is the intent of the Authority that the Board and all staff of the Authority adhere to high levels of ethical conduct so that the public will have confidence that persons in positions of public responsibility are acting for the benefit of the public. The Board and all staff of the Authority should comply with both the letter and spirit of this Article and strive to avoid situations which create impropriety or the appearance of impropriety.

c. Applicability

These Bylaws and this Article apply to the Board and all staff of the Authority. The provisions of these Bylaws and this Article shall apply in addition to all applicable federal, state and local laws relating to conflicts of interest and ethics including, but not limited to, the Colorado Constitution, Article XXIX, Colorado Revised Statutes § 24-18-101, *et seq.*, and all applicable rules, regulations, policies and procedures of the County, the City, or the District.

d. Conflicts of Interest

No member of the Board or any staff of the Authority should have any direct or indirect interest, financial or otherwise, engage in any business or transaction or professional activity, or incur any obligation of any nature, which is in conflict with the proper discharge of his or her duties in the public interest, except as permitted by law.

1. Misappropriation of Authority Resources: No member of the Board or any staff of the Authority shall misappropriate to himself, herself or to others the property, services or other resources of the Authority for private purpose or other compensated non-governmental purposes.

2. Favoritism: The members of the Board and staff of the Authority shall guard against any relationship that creates conflicts of interest or which might be reasonably construed as evidence of favoritism, coercion, unfair advantage, or collusion.

3. Improper Influence: The members of the Board and staff of the Authority should not act in a manner that creates by his or her conduct a reasonable basis for the impression that any person can improperly influence him or her or unduly enjoy his or her favor in the performance of his or her official duties, or that he or she is affected by the kinship, rank, position or influence of any party or person.

4. Privileges or Exemptions: The members of the Board and staff of the Authority should not use or attempt to use his or her official position to secure privileges or

exemptions for himself, herself or others.

5. **Protection of Public Trust:** The members of the Board and staff of the Authority should endeavor to pursue a course of conduct which will not raise suspicion among the members of the public that he or she is likely to be engaged in acts that are in violation of the public trust.

6. **Official Actions:** The members of the Board and staff of the Authority shall not take any direct or official action on any matter in which the Director, staff member or a relative or business associate has any substantial employment, contractual, or financial interest, and shall not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he or she has a substantial financial interest in a competing firm or undertaking, except as permitted by law.

7. **Contracting & Transacting Business:**

The members of the Board and staff of the Authority shall not, in their official or private capacity, offer for sale or sell goods or services to the Authority related to the operation or administration of the Authority. A waiver of this prohibition may be granted by the Board in its discretion where the circumstances clearly demonstrate that there is no conflict of interest or appearance of a conflict presented by the proposed sale to the Authority of goods or services related to the operation or administration of the Authority.

The members of the Board and staff of the Authority shall not, for their own private purposes, directly or indirectly obtain goods or services for anything less than fair market value from any contractor or vendor that performs work for the Authority.

The members of the Board and staff of the Authority should not engage in any transaction as representative or agent of the Authority with any relative, business associate, or business entity in which he or she has a direct or indirect financial interest, except as permitted by law.

8. **Personal Investments & Business Ventures:** The members of the Board and staff of the Authority should not acquire or hold an interest in any business or undertaking which he or she has reason to believe may be directly involved in decisions to be made by him or her or which will otherwise create substantial conflict between his or her duty in the public interest and his or her private interest, except as permitted by law.

e. **Confidential Information**

The members of the Board and staff of the Authority shall not use any confidential information received by virtue of that person's office or employment for any private purpose, including but without limitation to commercial purposes, financial gain, or present or future employment, and may only use confidential information in the conduct of his or her official Authority duties, except as required or permitted by law.

f. Political Solicitations

1. The members of the Board and staff of the Authority shall not engage in political campaigning at Authority meetings or public hearings. The members of the Board and staff of the Authority shall not use public resources for political campaigning.

2. The members of the Board and staff of the Authority may in their private capacity give financial or other support to political parties and candidates for elected office, unless otherwise restricted.

3. The members of the Board and staff of the Authority shall not directly or indirectly compel or induce a subordinate employee to make or promise to make any political contribution, whether by gift of money, service or other thing of value.

4. The members of the Board and staff of the Authority shall not make any employment recommendation or decision based on political affiliation, participation or contribution.

g. Hiring of Relatives

The purpose of this section is to avoid favoritism and the appearance of favoritism by officials or employees. "Relative" as used herein shall mean a spouse, domestic partner, fiancé/fiancée, parent(s), child(ren), brother(s), sister(s), aunt(s), uncle(s), grandparent(s), or grandchild(ren), including "in-law" and "step" relatives. The term "relative" also applies to any person who is a member of the household of an employee regardless of family relationship.

1. The members of the Board and staff of the Authority shall not appoint, hire, or advocate for the appointment or hiring of any person who is a relative of such members of the Board or staff of the Authority.

2. The members of the Board and staff of the Authority shall not participate directly or indirectly in the recruitment and selection process that involves a relative.

3. The members of the Board and staff of the Authority shall not directly or indirectly exercise supervisory, appointment or dismissal or disciplinary authority over any relative.

4. The members of the Board and staff of the Authority shall not audit, verify, receive or be entrusted with monies received or handled by a relative.

[remainder of page intentionally left blank]

These Bylaws are adopted and effective the 11th day of July, 2018, and may be amended at any time by the Board.

**BOARD OF DIRECTORS,
AEROTROPOLIS REGIONAL
TRANSPORTATION AUTHORITY**

Matthew Hopper, Chair