

PARK 70 METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
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<https://park70metrodistrict.com/>

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Keiffer Garton	President	2025/May 2025
Katie Kier	Treasurer	2025/May 2025
VACANT		2025/May 2025
VACANT		2027/May 2027
VACANT		2027/May 2027
David Solin	Secretary	non-elected position

DATE: June 26, 2024

TIME: 1:00 p.m.

PLACE: *Via Zoom*

Join Zoom Meeting:

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Dial In: 1-719-359-4580

Meeting ID: 546 911 9353

Passcode: 912873

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Confirm quorum, location of meeting, and posting of meeting notices and 24-hour posting location. Approve Agenda.

C. Review and approve the Minutes from the November 14, 2023 Regular Meeting (enclosure).

II. PUBLIC COMMENTS

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

III. FINANCIAL MATTERS

- A. Review and ratify the approval of the payment of claims as follows (enclosures):

Fund	Period Ending Nov. 30, 2023	Period Ending Dec. 31, 2023	Period Ending Jan. 31, 2024	Period Ending Feb. 29, 2024
General	\$ 17,478.37	\$ 9,911.03	\$ 6,848.70	\$ 5,803.70
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 17,478.37	\$ 9,911.03	\$ 6,848.70	\$ 5,803.70

Fund	Period Ending March 31, 2024	Period Ending April 30, 2024	Period Ending May 31, 2024	Period Ending June 30, 2024
General	\$ 1,597.66	\$ 14,934.89	\$ 10,613.82	\$ 20,572.07
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 1,597.66	\$ 14,934.89	\$ 10,613.82	\$ 20,572.07

- B. Review and accept the unaudited Financial Statements and Schedule of Cash Position (to be distributed).
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- C. Review and consider approval of 2023 draft Audit and authorize execution of Representations Letter (enclosure).
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IV. LEGAL MATTERS

- A. Ratify approval of amendment(s) to the Aurora Regional Transportation Authority (“ARTA”) Establishment Agreement by and among HM Metropolitan District Nos. 1, 3, 4, 5, 6, 7, 8 and 9; SLC Metropolitan District Nos. 1, 2, 3 and 4; Fitzsimons Village Metropolitan District Nos. 1, 2 and 3; Harvest Crossing Metropolitan District Nos. 1, 2, 3, and 4; Sagebrush Farm Metropolitan District Nos. 1, 2, 3, 4, 5 and 6; Abilene Station Metropolitan District Nos. 1 and 2; Park70 Metropolitan District; EastPark70 Metropolitan District; ACC Metropolitan District; Waterstone Metropolitan District Nos. 1 and 2; Bristol Metropolitan District; Aurora High Point at DIA Metropolitan District; Colorado International Center Metropolitan District Nos. 3, 4 and 5; East Bend Metropolitan District; Sky Dance Metropolitan District Nos. 1 and 2; TBC Metropolitan District; Powhaton Road Metropolitan District Nos. 8, 9, 10 and 11; MJC Metropolitan District; and Tollgate Creek Commons Metropolitan District Nos. 1 and 2.
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- B. Discuss proposals for 2024 and consider approval of necessary service agreements for related services.
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V. CAPITAL IMPROVEMENTS

A. Discuss capital improvement projects.

B. Discuss ARTA capital planning and prioritization of projects.

VI. OPERATIONS AND MAINTENANCE

A. Ratify approval of Agreement with BrightView Landscaping Services, Inc. for 2024 Maintenance Services (to be distributed).

B. Review and ratify approval of Change Order No. 2 between the District and SaveATree, LLC (enclosure).

VII. OTHER BUSINESS

A. _____

VIII. ADJOURNMENT: **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 12, 2024 – BUDGET HEARING MEETING.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PARK 70 METROPOLITAN DISTRICT (THE “DISTRICT”) HELD NOVEMBER 14, 2023

A Regular Meeting of the Board of Directors (referred to hereafter as the “**Board**”) of the Park 70 Metropolitan District was duly held on Tuesday, the 14th day of November, 2023, at 1:00 p.m. This District Board meeting was held via Zoom and was open to the public.

ATTENDANCE

Directors In Attendance Were:

Keiffer Garton, President
Katie Kier, Treasurer

Also In Attendance Were:

David Solin; Special District Management Services, Inc.

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

Lindsay Ross; CliftonLarsonAllen LLP

Relina Dajani and Anne LaPlace; Prologis

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted by Attorney Hoistad that disclosures of potential conflicts of interest were filed with the Secretary of State for all directors, and no additional conflicts were disclosed at the meeting.

ADMINISTRATIVE MATTERS

Confirm Quorum/Confirmation of Meeting Location/Posting of Notice: Mr. Solin confirmed the presence of a quorum.

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. Following discussion, and upon motion duly made, seconded by and, upon vote unanimously carried, it was determined to conduct the meeting at the above-stated date, time and location. It was further noted that notice of the time, date and location was duly posted and that no objections to the location or any requests

RECORD OF PROCEEDINGS

that the meeting place be changed by taxpaying electors within the District's boundaries have been received.

Agenda: The Board reviewed the Agenda for the meeting. Following discussion, upon motion duly made by Director Garton and seconded by Director Kier and, upon vote, unanimously carried, the Board approved the Agenda.

Resignation and Appointment of Secretary to the Board: The Board discussed the resignation of Ann Finn and considered the appointment of David Solin as Secretary to the Board.

Following discussion, upon motion duly made by Director Garton, seconded by Director Kier and, upon vote, unanimously carried, the Board accepted the resignation of Ann Finn as Secretary to the Board, and appointed David Solin as Secretary to the Board.

Resolution No. 2023-11-01; Establishing Regular 2024 Meeting Dates, Time and Location, Establishing District Website and Designating Location for Posting of 24-Hour Notices: The Board discussed the business to be conducted in 2024. Following discussion, upon motion duly made by Director Garton, seconded by Director Kier, and upon vote unanimously carried, the Board adopted Resolution No. 2023-11-01; Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices and determined to hold 2024 meetings on June 11, 2024 and November 12, 2024 at 1:00 p.m. via Zoom videoconference.

Insurance Matters:

Cyber Security and Increased Crime Coverage: Attorney Hoistad discussed cyber security issues and increased crime insurance coverage options with the Board. Following discussion, upon motion duly made by Director Garton and seconded by Director Kier and, upon vote, unanimously carried, the Board approved increasing the crime insurance coverage to \$250,000.

Insurance Committee: The Board discussed establishing an Insurance Committee to make final determinations regarding insurance. The Board determined a committee was not necessary.

District's Insurance and Special District Association Membership ("SDA"): The Board discussed the renewal of the District's Insurance and SDA membership for 2024. Following discussion, upon motion duly made by Director Garton, seconded by Director Kier and, upon vote, unanimously carried, the Board authorized the renewal of the District's insurance and SDA membership for 2024.

RECORD OF PROCEEDINGS

CONSENT AGENDA: The Board considered the following actions:

- Approve the Minutes from the June 14, 2023 Special Meeting.
- Discuss requirements of Section 32-1-809, C.R.S., and direct staff regarding compliance for 2024 (District Transparency Notice).
- Ratify the payment of claims through the periods ending:

Fund	Period Ending June 30, 2023	Period Ending July 31, 2023	Period Ending Aug. 31, 2023
General	\$ 20,914.44	\$ 19,394.04	\$ 23,740.67
Debt Service	\$ -0-	\$ 3,500.00	\$ -0-
Capital Projects	\$ -0-	\$ 104,037.16	\$ -0-
Total	\$ 20,914.44	\$ 126,931.20	\$ 23,740.67

Fund	Period Ending Sept. 30, 2023	Period Ending Oct. 31, 2023
General	\$ 22,003.81	\$ 19,501.43
Debt Service	\$ -0-	\$ 3,000.00
Capital Projects	\$ -0-	\$ -0-
Total	\$ 22,003.81	\$ 22,501.43

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

**PUBLIC
COMMENT**

There was no public comment.

**FINANCIAL
MATTERS**

Unaudited Financial Statements: Ms. Ross reviewed the Unaudited Financial Statements through the period ending September 30, 2023 and the Schedule of Cash Position as of September 30, 2023. Following discussion, upon motion duly by Director Garton and seconded by Director Kier and, upon vote, unanimously carried, the Board accepted the Unaudited Financial Statements through the period ending September 30, 2023 and the Schedule of Cash Position as of September 30, 2023.

2023 Audit: The Board considered the engagement of Simmons & Wheeler, P.C. for preparation of the 2023 Audit. Following review and discussion, upon motion duly made by Director Garton and seconded by Director Kier and, upon vote, unanimously carried, the Board approved the engagement of Simmons & Wheeler, P.C. for preparation of the 2023 Audit, in an amount not to exceed \$6,500.00.

2023 Budget Amendment Hearing: The President opened the public hearing to consider an amendment to the 2023 Budget.

RECORD OF PROCEEDINGS

It was noted that publication of Notice stating that the Board would consider amendment of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed.

The Board determined that an amendment to the 2023 Budget was not necessary.

2024 Budget Hearing: The President opened the public hearing to consider the proposed 2024 Budget and to discuss related issues.

It was noted that Notice stating that the Board would consider adoption of the 2024 budget and the date, time and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed.

The Board reviewed the estimated 2023 expenditures and the proposed 2024 expenditures.

Upon motion duly made by Director Garton, seconded by Director Kier, and upon vote unanimously carried, the Board approved the 2024 Budget, as discussed, and considered adoption of Resolution No. 2023-11-02 to Adopt the 2024 Budget and Appropriate Sums of Money and Resolution No. 2023-11-03 to Set Mill Levies (5.000 mills in the General Fund and 25.500 mills in the Debt Service Fund, and 1.039 for the ARI Mill Levy, for a total mill levy of 31.539 mills.) Following discussion, upon vote unanimously carried, the Board adopted the Resolutions and authorized execution of the Certification of Budget. The District Accountant was directed to transmit the Certification of Tax Levies to the Board of County Commissioners of the Adams County not later than January 10, 2024. District Management was directed to transmit the Certification of Budget to the Division of Local Government no later than January 30, 2024.

2025 Budget Preparation: The Board considered the appointment of the District Accountant for the preparation of the 2025 Budget and the date for the Budget Hearing. Following discussion, upon motion duly made by Director Garton and seconded by Director Kier and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2025 Budget and set the date for the Public Hearing to adopt the 2025 Budget for November 12, 2024 at 1:00 p.m. via Zoom.

RECORD OF PROCEEDINGS

2024 Statement of Work with CliftonLarsonAllen LLP: The Board considered the approval of the 2024 Statement of Work with CliftonLarsonAllen LLP for Accounting Services. Following discussion, upon motion duly made by Director Garton and seconded by Director Kier and, upon vote, unanimously carried, the Board approved the 2024 Statement of Work with CliftonLarsonAllen LLP for Accounting Services, subject to legal review.

LEGAL MATTERS

Amendment(s) to the Aurora Regional Transportation Authority (“ARTA”) Establishment Agreement: The Board reviewed the Amendment(s) to the ARTA Establishment Agreement. Following discussion, upon motion duly made, seconded and, upon vote unanimously carried, the Board approved the Amendment(s) to the ARTA Establishment Agreement.

Resolution No. 2023-11-04, Resolution Amending Policy on Colorado Open Records Act Requests: The Board reviewed Resolution No. 2023-11-04, Resolution Amending Policy on Colorado Open Records Act Requests. Following discussion, upon motion duly made by Director Garton, seconded by Director Kier and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-04, Resolution Amending Policy on Colorado Open Records Act Requests.

District Services for 2024: The Board discussed District services for 2024 and consider approval of necessary service agreements for related services. The Board directed Mr. Solin to seek proposals for landscape maintenance and security services.

CAPITAL IMPROVEMENTS

Capital Improvement Projects: The Board discussed possible capital improvement projects. The Board noted that they would seek proposals to design and build a new monument.

OPERATIONS AND MAINTENANCE

Agreement with BrightView Landscaping Services, Inc. for 2024 Maintenance Services: The Board reviewed the Service Agreement with BrightView Landscaping Services. Following discussion, upon motion duly made, seconded and, upon vote unanimously carried, the Board approved the Service Agreement with BrightView Landscaping Services for 2024 Maintenance Services.

OTHER BUSINESS

No other business was discussed.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Garton and seconded by Director Kier and, upon vote, unanimously carried, the meeting was adjourned at 2:37 p.m.

RECORD OF PROCEEDINGS

Respectfully submitted,

By: _____
Secretary for the Meeting

**Park 70 Metropolitan District
November-23**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Aurora Media Group	106686	10/26/2023	11/10/2023	\$ 123.20	Miscellaneous	7480	General Fund
Aurora Water	A038464 11/23	10/24/2023	11/13/2023	\$ 671.71	Utilities	7701	General Fund
Aurora Water	A038465 11/23	10/24/2023	11/13/2023	\$ 40.91	Utilities	7701	General Fund
Aurora Water	A038466 11/23	10/24/2023	11/13/2023	\$ 40.91	Utilities	7701	General Fund
Brightview Landscape Services	5699731	10/12/2023	10/27/2023	\$ 218.79	Landscaping	7585	General Fund
Brightview Landscape Services	8657050	11/1/2023	11/16/2023	\$ 3,021.00	Landscaping	7585	General Fund
CO Special Dist. Prop & Liab. Pool	24PL-60350-2516	11/2/2023	11/2/2023	\$ 7,771.00	Prepaid Insurance	1280	General Fund
CliftonLarsonAllen LLP	3957414	11/8/2023	11/8/2023	\$ 1,903.65	Accounting	7000	General Fund
Diversified Underground, Inc.	28685	10/31/2023	11/30/2023	\$ 565.00	Locates	7480-43179-10000	General Fund
McGeady Becher P.C.	690W 09/2023	9/30/2023	9/30/2023	\$ 1,273.46	Legal	7460	General Fund
Special District Management Services Inc.	Oct-23	10/31/2023	10/31/2023	\$ 1,785.70	District management	7440	General Fund
UNCC	223101138	10/31/2023	10/31/2023	\$ 20.64	Locates	7480-43179-10000	General Fund
Xcel Energy	850116835	10/23/2023	11/13/2023	\$ 42.40	Utilities	7701	General Fund
				\$ 17,478.37			

**Park 70 Metropolitan District
November-23**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 16,682.44			\$ 16,682.44
Aurora Water	\$ 753.53			\$ 753.53
Xcel Energy	42.40			\$ 42.40
Total Disbursements from Checking Acct	<u>\$ 17,478.37</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17,478.37</u>

**Park 70 Metropolitan District
December-23**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Aurora Water	A038464 12/23	11/21/2023	11/21/2023	\$ 18.91	Utilities	7701	General Fund
Aurora Water	A038466 12/23	11/21/2023	11/21/2023	\$ 40.91	Utilities	7701	General Fund
Aurora Water	A038465 12/23	11/21/2023	11/21/2023	\$ 48.59	Utilities	7701	General Fund
Brightview Landscape Services	8696830	12/1/2023	12/16/2023	\$ 3,021.00	Landscaping	7585	General Fund
CO Special Dist. Prop & Liab. Pool	25886	11/15/2023	11/15/2023	\$ 85.00	Insurance	7360	General Fund
CO Special Dist. Prop & Liab. Pool	25885	12/9/2023	12/9/2023	\$ 761.00	Prepaid Insurance	1280	General Fund
CliftonLarsonAllen LLP	3987090	11/29/2023	11/29/2023	\$ 2,747.54	Accounting	7000	General Fund
Diversified Underground, Inc.	28835	11/30/2023	12/30/2023	\$ 200.00	Locates	7480-43179-10000	General Fund
McGeady Becher P.C.	690W 10/2023	10/31/2023	10/31/2023	\$ 1,218.15	Legal	7460	General Fund
Special District Management Services Inc.	Nov-23	11/30/2023	11/30/2023	\$ 1,712.40	District management	7440	General Fund
UNCC	223111097	11/30/2023	11/30/2023	\$ 15.48	Locates	7480-43179-10000	General Fund
Xcel Energy	854585318	11/27/2023	11/27/2023	\$ 42.05	Utilities	7701	General Fund
				\$ 9,911.03			

**Park 70 Metropolitan District
December-23**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 9,760.57			\$ 9,760.57
Aurora Water	\$ 108.41			\$ 108.41
Xcel Energy	\$ 42.05			\$ 42.05
Total Disbursements from Checking Acct	\$ 9,911.03	\$ -	\$ -	\$ 9,911.03

**Park 70 Metropolitan District
January-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Aurora Media Group	105218	12/18/2023	12/18/2023	\$ 52.85	Election	7581	General Fund
Aurora Water	A038466 01/24	12/21/2023	12/21/2023	\$ 40.91	Utilities	7701	General Fund
Aurora Water	A038464 01/24	12/21/2023	12/21/2023	\$ 18.91	Utilities	7701	General Fund
Aurora Water	A038465 01/24	12/21/2023	12/21/2023	\$ 40.91	Utilities	7701	General Fund
Diversified Underground, Inc.	29000	12/31/2023	1/30/2024	\$ 100.00	Locates	7480-43179-10000	General Fund
McGeady Becher P.C.	690W 12/2023	12/31/2023	12/31/2023	\$ 965.27	Legal	7460	General Fund
McGeady Becher P.C.	690W 11/2023	11/30/2023	11/30/2023	\$ 4,871.84	Legal	7460	General Fund
Special District Management Services Inc.	Dec-23	12/31/2023	12/31/2023	\$ 706.20	District management	7440	General Fund
UNCC	223121041	12/31/2023	12/31/2023	\$ 6.45	Locates	7480-43179-10000	General Fund
Xcel Energy	858320204	12/22/2023	12/22/2023	\$ 45.36	Utilities	7701	General Fund
				\$ 6,848.70			

**Park 70 Metropolitan District
January-24**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 6,702.61			\$ 6,702.61
Aurora Water	\$ 100.73			\$ 100.73
Xcel Energy	\$ 45.36			\$ 45.36
Total Disbursements from Checking Acct	<u>\$ 6,848.70</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,848.70</u>

**Park 70 Metropolitan District
February-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Aurora Water	A038466	02/24	1/24/2024	1/24/2024	\$ 42.61	Utilities	7701 General Fund
Aurora Water	A038465	02/24	1/24/2024	1/24/2024	\$ 42.61	Utilities	7701 General Fund
Aurora Water	A038464	02/24	1/24/2024	1/24/2024	\$ 19.69	Utilities	7701 General Fund
Diversified Underground, Inc.	29176		1/31/2024	3/1/2024	\$ 55.00	Locates	7480-43179-10000 General Fund
McGeady Becher P.C.	690W	01/2024	1/31/2024	1/31/2024	\$ 3,016.24	Legal	7460 General Fund
Special District Association	2024 SDA		2/14/2024	2/14/2024	\$ 590.25	Dues and membership	7350 General Fund
Special District Management Services Inc.	Jan-24		1/31/2024	1/31/2024	\$ 1,981.10	District management	7440 General Fund
UNCC	224011038		1/31/2024	1/31/2024	\$ 15.48	Locates	7480-43179-10000 General Fund
Xcel Energy	862457116		1/25/2024	2/14/2024	\$ 40.72	Utilities	7701 General Fund
				\$ 5,803.70			

**Park 70 Metropolitan District
February-24**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 5,658.07		\$	5,658.07
Aurora Water	\$ 104.91		\$	104.91
Xcel Energy	\$ 40.72		\$	40.72
Total Disbursements from Checking Acct	\$ 5,803.70	\$ -	\$ -	\$ 5,803.70

**Park 70 Metropolitan District
March-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Aurora Water	A038465 03/24	2/22/2024	2/22/2024	\$ 43.77	Utilities	7701	General Fund
Aurora Water	A038466 03/24	2/22/2024	2/22/2024	\$ 43.77	Utilities	7701	General Fund
Aurora Water	A038464 03/24	2/22/2024	2/22/2024	\$ 20.23	Utilities	7701	General Fund
Diversified Underground, Inc.	29318	2/29/2024	3/30/2024	\$ 115.00	Locates	7480-43179-10000	General Fund
Special District Management Services Inc.	Feb-24	2/29/2024	2/29/2024	\$ 1,319.49	District management	7440	General Fund
UNCC	224021032	2/29/2024	2/29/2024	\$ 11.61	Locates	7480-43179-10000	General Fund
Xcel Energy	866146543	2/22/2024	2/22/2024	\$ 43.79	Utilities	7701	General Fund
				\$ 1,597.66			

**Park 70 Metropolitan District
March-24**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 1,446.10			\$ 1,446.10
Aurora Water	\$ 107.77			\$ 107.77
Xcel Energy	\$ 43.79			\$ 43.79
Total Disbursements from Checking Acct	<u>\$ 1,597.66</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,597.66</u>

**Park 70 Metropolitan District
April-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Aurora Water	A038464 04/24	3/22/2024	3/22/2024	\$ 20.23	Utilities	7701	General Fund
Aurora Water	A038465 04/24	3/22/2024	3/22/2024	\$ 43.77	Utilities	7701	General Fund
Aurora Water	A038466 04/24	3/22/2024	3/22/2024	\$ 43.77	Utilities	7701	General Fund
Brightview Landscape Services	8867581	4/1/2024	4/1/2024	\$ 4,668.00	Landscaping	7585	General Fund
CliftonLarsonAllen LLP	L241198444	3/31/2024	3/31/2024	\$ 4,656.19	Accounting	7000	General Fund
CliftonLarsonAllen LLP	L241135262	2/29/2024	2/29/2024	\$ 1,735.03	Accounting	7000	General Fund
Diversified Underground, Inc.	29483	3/31/2024	4/30/2024	\$ 100.00	Locates	7480-43179-10000	General Fund
McGeady Becher P.C.	690W 02/2024	2/29/2024	2/29/2024	\$ 2,134.87	Legal	7460	General Fund
Special District Management Services Inc.	Mar-24	3/31/2024	3/31/2024	\$ 1,483.50	District management	7440	General Fund
UNCC	224031062	3/31/2024	3/31/2024	\$ 7.74	Locates	7480-43179-10000	General Fund
Xcel Energy	870268180	3/22/2024	4/11/2024	\$ 41.79	Utilities	7701	General Fund
				\$ 14,934.89			

**Park 70 Metropolitan District
April-24**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 14,785.33			\$ 14,785.33
Aurora Water	\$ 107.77			\$ 107.77
Xcel Energy	\$ 41.79			\$ 41.79
Total Disbursements from Checking Acct	\$ 14,934.89	\$ -	\$ -	\$ 14,934.89

**Park 70 Metropolitan District
May-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class	
Aurora Water	A038466	05/24	4/23/2024	4/23/2024	\$ 43.77	Utilities	7701	General Fund
Aurora Water	A038465	05/24	4/23/2024	4/23/2024	\$ 43.77	Utilities	7701	General Fund
Aurora Water	A038464	05/24	4/23/2024	4/23/2024	\$ 20.23	Utilities	7701	General Fund
Brightview Landscape Services	5897160	4/29/2024	4/29/2024	4/29/2024	\$ 413.13	Landscaping	7585	General Fund
Brightview Landscape Services	8886314	5/1/2024	5/1/2024	5/1/2024	\$ 4,668.00	Landscaping	7585	General Fund
CliftonLarsonAllen LLP	L241279584	4/30/2024	4/30/2024	4/30/2024	\$ 2,408.47	Accounting	7000	General Fund
Diversified Underground, Inc.	29634	4/30/2024	5/30/2024	5/30/2024	\$ 35.00	Locates	7480-43179-10000	General Fund
McGeady Becher P.C.	690W 03/2024	3/31/2024	3/31/2024	3/31/2024	\$ 725.81	Legal	7460	General Fund
McGeady Becher P.C.	690W 04/2024	4/30/2024	4/30/2024	4/30/2024	\$ 1,238.61	Legal	7460	General Fund
Special District Management Services Inc.	Apr-24	4/30/2024	4/30/2024	4/30/2024	\$ 966.40	District management	7440	General Fund
UNCC	224041099	4/30/2024	4/30/2024	4/30/2024	\$ 9.03	Locates	7480-43179-10000	General Fund
Xcel Energy	874712748	4/24/2024	4/24/2024	4/24/2024	\$ 41.60	Utilities	7701	General Fund
				\$ 10,613.82				

**Park 70 Metropolitan District
May-24**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 10,464.45			\$ 10,464.45
Aurora Water	\$ 107.77			\$ 107.77
Xcel Energy	\$ 41.60			\$ 41.60
<hr/>				
Total Disbursements from Checking Acct	\$ 10,613.82	\$ -	\$ -	\$ 10,613.82

**Park 70 Metropolitan District
June-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Aurora Water	A038466 06/24	5/22/2024	5/22/2024	\$ 639.93	Utilities	7701	General Fund
Aurora Water	A038465 06/24	5/22/2024	5/22/2024	\$ 43.77	Utilities	7701	General Fund
Aurora Water	A038464 06/24	5/22/2024	5/22/2024	\$ 541.87	Utilities	7701	General Fund
Brightview Landscape Services	5940923	6/13/2024	6/13/2024	\$ 304.43	Landscaping Maintenance	7585-43179-10000	General Fund
Brightview Landscape Services	8927044	6/1/2024	6/1/2024	\$ 4,668.00	Landscaping Maintenance	7585-43179-10000	General Fund
Brightview Landscape Services	8934257	5/29/2024	5/29/2024	\$ 5,332.80	Landscaping Maintenance - Floral	7585-43179-10001	General Fund
CliftonLarsonAllen LLP	L241347056	5/30/2024	5/30/2024	\$ 2,684.25	Accounting	7000	General Fund
Diversified Underground, Inc.	29859	5/31/2024	6/30/2024	\$ 20.00	Locates	7480-43179-10000	General Fund
Heroes Lawn Care - Southeast Denver	44387	5/1/2024	5/31/2024	\$ 5,200.00	Landscaping Maintenance	7585-43179-10000	General Fund
Special District Management Services Inc.	May-24	5/31/2024	5/31/2024	\$ 1,091.70	District management	7440	General Fund
UNCC	224051137	5/31/2024	5/31/2024	\$ 5.16	Locates	7480-43179-10000	General Fund
Xcel Energy	878797406	5/23/2024	5/23/2024	\$ 40.16	Utilities	7701	General Fund
				\$ 20,572.07			

**Park 70 Metropolitan District
June-24**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 19,306.34			\$ 19,306.34
Aurora Water	\$ 1,225.57			\$ 1,225.57
Xcel Energy	\$ 40.16			\$ 40.16
Total Disbursements from Checking Acct	<u>\$ 20,572.07</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 20,572.07</u>

**PARK 70 METROPOLITAN DISTRICT
Adams County, Colorado**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED DECEMBER 31, 2023

**PARK 70 METROPOLITAN DISTRICT
TABLE OF CONTENTS
YEAR ENDED DECEMBER 31, 2023**

INDEPENDENT AUDITOR’S REPORT	I
BASIC FINANCIAL STATEMENTS	
GOVERNMENT-WIDE FINANCIAL STATEMENTS	
STATEMENT OF NET POSITION	1
STATEMENT OF ACTIVITIES	2
FUND FINANCIAL STATEMENTS	
BALANCE SHEET – GOVERNMENTAL FUNDS	3
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS	4
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES	5
GENERAL FUND – STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	6
NOTES TO BASIC FINANCIAL STATEMENTS	7
SUPPLEMENTARY INFORMATION	
DEBT SERVICE FUND – SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	23
CAPITAL PROJECTS FUND – SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	24
OTHER INFORMATION	
SCHEDULES OF DEBT SERVICE REQUIREMENTS TO MATURITY	26
SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED	29

INSERT INDEPENDENT AUDITOR'S REPORT

BASIC FINANCIAL STATEMENTS

**PARK 70 METROPOLITAN DISTRICT
STATEMENT OF NET POSITION
DECEMBER 31, 2023**

	<u>Governmental Activities</u>
ASSETS	
Cash and Investments	\$ 2,864,169
Cash and Investments - Restricted	6,488,678
Prepaid Insurance	8,221
Property Tax Receivable	5,485,310
Capital Assets:	
Capital Assets Net of Depreciation	<u>8,593,967</u>
Total Assets	<u>23,440,345</u>
LIABILITIES	
Accounts Payable	24,318
ARTA Payable	107,655
Due to County Treasurer	59,576
Accrued Interest	125,451
Noncurrent Liabilities:	
Due Within One Year	637,329
Due in More Than One Year	<u>34,166,366</u>
Total Liabilities	<u>35,120,695</u>
DEFERRED INFLOWS OF RESOURCES	
Property Tax Revenue	<u>5,485,310</u>
Total Deferred Inflows of Resources	<u>5,485,310</u>
NET POSITION	
Net Investment in Capital Assets	4,067,868
Restricted for:	
Emergency Reserve	22,100
Debt Service	4,606,722
Unrestricted	<u>(25,862,350)</u>
Total Net Position	<u><u>\$ (17,165,660)</u></u>

See accompanying Notes to Basic Financial Statements.

**PARK 70 METROPOLITAN DISTRICT
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2023**

		Program Revenues			Net Revenues (Expenses) and Changes in Net Position
Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	
FUNCTIONS/PROGRAMS					
Primary Government:					
Governmental Activities:					
General Government	\$ 673,752	\$ -	\$ -	\$ -	
Interest on Long-Term Debt and Related Costs	1,682,290	-	-	-	
Total Governmental Activities	\$ 2,356,042	\$ -	\$ -	\$ (2,356,042)	
GENERAL REVENUES					
Property Taxes Property				3,333,562	
Taxes - ARTA				109,297	
Specific Ownership Taxes				248,298	
Interest Income				471,004	
Other Revenue				8,545	
Total General Revenues and Transfers				4,170,706	
CHANGES IN NET POSITION				1,814,664	
Net Position - Beginning of Year				(18,980,324)	
NET POSITION - END OF YEAR				\$ (17,165,660)	

See accompanying Notes to Basic Financial Statements.

**PARK 70 METROPOLITAN DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2023**

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash and Investments	\$ 2,864,169	\$ -	\$ -	\$ 2,864,169
Cash and Investments - Restricted	22,100	4,892,966	1,573,612	6,488,678
Due from Other Funds	2,370	-	-	2,370
Prepaid Insurance	8,221	-	-	8,221
Property Tax Receivable	869,608	4,615,702	-	5,485,310
Total Assets	\$ 3,766,468	\$ 9,508,668	\$ 1,573,612	\$ 14,848,748
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
LIABILITIES				
Accounts Payable	\$ 24,318	\$ -	\$ -	\$ 24,318
ARTA Payable	-	107,655	-	107,655
Due to Other Funds	-	-	2,370	2,370
Due to County Treasurer	9,457	50,119	-	59,576
Total Liabilities	33,775	157,774	2,370	193,919
DEFERRED INFLOWS OF RESOURCES				
Deferred Property Tax	869,608	4,615,702	-	5,485,310
Total Deferred Inflows of Resources	869,608	4,615,702	-	5,485,310
FUND BALANCES				
Nonspendable:				
Prepaid Expense	8,221	-	-	8,221
Restricted for:				
Emergency Reserves	22,100	-	-	22,100
Debt Service	-	4,735,192	-	4,735,192
Capital Projects	-	-	1,571,242	1,571,242
Unassigned	2,832,764	-	-	2,832,764
Total Fund Balances	2,863,085	4,735,192	1,571,242	9,169,519
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 3,766,468	\$ 9,508,668	\$ 1,573,612	

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

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	8,593,967
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.	
Bonds Payable	(33,105,000)
Bond Premium (Net of Amortization)	(1,698,695)
Accrued Interest	(125,451)
Net Position of Governmental Activities	\$(17,165,660.0)

See accompanying Notes to Basic Financial Statements.

**PARK 70 METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2023**

	General	Debt Service	Capital Projects	Total Governmental Funds
REVENUES				
Property Taxes Property	\$ 546,485	\$ 2,787,077	\$ -	\$ 3,333,562
Taxes - ARTA	-	109,297	-	109,297
Specific Ownership Taxes	39,413	208,885	-	248,298
Interest Income	140,955	255,323	74,726	471,004
Other Revenue	8,545	-	-	8,545
Total Revenues	<u>735,398</u>	<u>3,360,582</u>	<u>74,726</u>	<u>4,170,706</u>
EXPENDITURES				
Current:				
Accounting	35,784	-	-	35,784
Arta Reimbursement	-	107,655	-	107,655
Auditing	5,000	-	-	5,000
Banking Fees	68	-	-	68
Bond Interest - Series 2016	-	751,250	-	751,250
Bond Interest - Series 2019	-	775,113	-	775,113
Bond Principal - Series 2016	-	235,000	-	235,000
Bond Principal - Series 2019	-	230,000	-	230,000
County Treasurer's Fee	8,211	41,877	-	50,088
County Treasurer'S Fee - Arta	-	1,642	-	1,642
District Management	17,419	-	-	17,419
Dues And Membership	591	-	-	591
Election	1,079	-	-	1,079
Engineering	-	-	2,370	2,370
Insurance	7,572	-	-	7,572
Landscaping	53,261	-	-	53,261
Landscaping Maintenance	154	-	-	154
Landscaping Maintenance - Floral	3,914	-	-	3,914
Legal	25,601	-	-	25,601
Locates	3,719	-	-	3,719
Miscellaneous	216	-	-	216
Snow Removal	4,609	-	-	4,609
Tree Replacement & Care	21,715	-	-	21,715
Utilities	11,328	-	-	11,328
Paying Agent Fees	-	6,500	-	6,500
Total Expenditures	<u>200,241</u>	<u>2,149,037</u>	<u>2,370</u>	<u>2,351,648</u>
NET CHANGE IN FUND BALANCES	535,157	1,211,545	72,356	1,819,058
Fund Balances - Beginning of Year	<u>2,327,928</u>	<u>3,523,647</u>	<u>1,498,886</u>	<u>7,350,461</u>
FUND BALANCES - END OF YEAR	<u>\$ 2,863,085</u>	<u>\$ 4,735,192</u>	<u>\$ 1,571,242</u>	<u>\$ 9,169,519</u>

See accompanying Notes to Basic Financial Statements.

**PARK 70 METROPOLITAN DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2023**

Net Change in Fund Balances - Total Governmental Funds \$ 1,819,058

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

Governmental funds report capital outlays as expenditures. In the statement of activities capital outlay is not reported as an expenditure. However, the statement of activities will report as depreciation expense the allocation of the cost of any depreciable asset over the estimated useful life of the asset. Therefore, this is the amount of capital outlay, depreciation and dedication of capital assets to other governments, in the current period.

Depreciation Expense (585,437)

The issuance of long-term debt (e.g. bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of government funds. Neither transaction, however, has any effect on net position.

Bond Principal - Series 2016 235,000
Bond Principal - Series 2019 230,000
Amortization of Bond Premium 114,297

Revenues in the statement of activities that do not provide current financial resources are not reported as revenue in the fund financial statements.

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Accrued Interest Payable - Change in Liability 1,746

Changes in Net Position of Governmental Activities \$ 1,814,664

See accompanying Notes to Basic Financial Statements.

**PARK 70 METROPOLITAN DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2023**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Property Taxes	\$ 578,068	\$ 546,485	\$ (31,583)
Specific Ownership Taxes	40,465	39,413	(1,052)
Interest Income	5,507	140,955	135,448
Other Revenue	-	8,545	8,545
Total Revenues	<u>624,040</u>	<u>735,398</u>	<u>111,358</u>
EXPENDITURES			
Accounting	32,000	35,784	(3,784)
Auditing	5,500	5,000	500
Banking Fees	250	68	182
Contingency	18,579	-	18,579
County Treasurer's Fee	8,671	8,211	460
Detention Pond Maintenance	15,000	-	15,000
District Management	30,400	17,419	12,981
Dues And Membership	600	591	9
Election	3,000	1,079	1,921
Insurance	8,000	7,572	428
Landscaping	52,000	53,261	(1,261)
Landscaping Maintenance	1,000	154	846
Landscaping Maintenance - Floral	6,000	3,914	2,086
Legal	28,000	25,601	2,399
Locates	2,500	3,719	(1,219)
Miscellaneous	2,500	216	2,284
Pest Control	6,000	-	6,000
Repairs And Maintenance	5,000	-	5,000
Security	50,000	-	50,000
Signage	1,000	-	1,000
Snow Removal	15,000	4,609	10,391
Tree Replacement & Care	35,000	21,715	13,285
Utilities	75,000	11,328	63,672
Total Expenditures	<u>401,000</u>	<u>200,241</u>	<u>200,759</u>
NET CHANGE IN FUND BALANCE	223,040	535,157	312,117
Fund Balance - Beginning of Year	<u>2,202,623</u>	<u>2,327,928</u>	<u>125,305</u>
FUND BALANCE - END OF YEAR	<u>\$ 2,425,663</u>	<u>\$ 2,863,085</u>	<u>\$ 437,422</u>

See accompanying Notes to Basic Financial Statements.

**PARK 70 METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 1 DEFINITION OF REPORTING ENTITY

Park 70 Metropolitan District (District), a quasi-municipal corporation and political subdivision of the State of Colorado, was organized by court order and decree of the District Court in and for Adams County on January 8, 2004, and recorded with the Adams County Clerk and Recorder on January 27, 2004, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates under the Amended and Restated Service Plan approved by the City of Aurora on February 17, 2006, as amended by that First Amendment approved by the City of Aurora on January 25, 2016 (collectively, the Amended Service Plan). The District's service area is located entirely within the City of Aurora in Adams County, Colorado. The District was established to provide financing for the planning, design, acquisition, construction, installation, relocation and redevelopment of certain public improvements, including but not limited to, the powers described in Colorado statutes and the Colorado Constitution, except for certain limitations pursuant to the Service Plan including fire protection, television relay and translation, and golf course construction.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

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

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the District are described as follows:

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by property taxes and intergovernmental revenues.

The statement of net position reports all financial and capital resources of the District. The difference between the assets, deferred outflow of resources, liabilities, and deferred inflow of resources of the District is reported as net position.

**PARK 70 METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (Continued)

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for the governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes. All other revenue items are considered to be measurable and available only when cash is received by the District. The District has determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation due.

The District reports the following major governmental funds:

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

The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of the governmental funds.

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

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

**PARK 70 METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures and other financing uses level and lapses at year-end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

Pooled Cash and Investments

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash and investments.

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The property tax revenues are recorded as revenue in the year they are available or collected.

Capital Assets

Capital assets, which include infrastructure (e.g., storm drainage, streets, and similar items), are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

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

**PARK 70 METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets (Continued)

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable. Depreciation expense has been computed using the straight-line method over the estimated economic useful lives:

Monumentation	20 Years
Street Lights	20 Years
Traffic and Safety Controls	20 Years
Water Improvements	20 Years
Sanitation Improvements	20 Years
Stormwater Drainage	20 Years
Parks and Recreation	20 Years
Transportation	20 Years

Amortization

Original Issue Discount/Premium

In the government-wide financial statements, bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

Deferred Inflows of Resources

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

Equity

Net Position

For government-wide presentation purposes when both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first, then unrestricted resources as they are needed.

**PARK 70 METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity (Continued)

Fund Balance

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable Fund Balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted Fund Balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

Committed Fund Balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the board of directors. The constraint may be removed or changed only through formal action of the board of directors.

Assigned Fund Balance – The portion of fund balance that is constrained by the government's intent to be used for specific purposes, but is neither restricted nor committed. Intent is expressed by the board of directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

Unassigned Fund Balance – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District's practice to use the most restrictive classification first.

NOTE 3 CASH AND INVESTMENTS

Cash and investments as of December 31, 2023, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 2,864,169
Cash and Investments - Restricted	6,488,678
Total Cash and Investments	<u>\$ 9,352,847</u>

**PARK 70 METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Cash and investments as of December 31, 2023, consist of the following:

Deposits with Financial Institutions	\$ 22,300
Investments	<u>9,330,547</u>
Total Cash and Investments	<u><u>\$ 9,352,847</u></u>

Deposits with Financial Institutions

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

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

At December 31, 2023, the District's cash deposits had a bank balance and a carrying balance of \$22,300.

Investments

The District has not adopted a formal investment policy; however, the District follows state statutes regarding investments.

The District generally limits its concentration of investments to those noted with an asterisk (*) below, which are believed to have minimal credit risk, minimal interest rate risk, and no foreign currency risk. Additionally, the District is not subject to concentration risk or investment custodial risk disclosure requirements for investments that are in the possession of another party.

Colorado Revised Statutes limit investment maturities to five years or less unless formally approved by the board of directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

**PARK 70 METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States, certain U.S. government agency securities, and securities of the World Bank
- . General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase agreements and certain reverse repurchase agreements collateralized by certain authorized securities
- . Certain money market funds
- . Guaranteed investment contracts
- * Local government investment pools

As of December 31, 2023, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
Colorado Local Government Liquid Asset Trust (COLOTRUST)	Weighted-Average Under 60 Days	\$ 3,413,862
Colorado Surplus Asset Fund Trust (CSAFE)	Weighted-Average Under 60 Days	<u>5,916,685</u>
	Total	<u>\$ 9,330,547</u>

CSAFE

The District invested in the Colorado Surplus Asset Fund Trust (CSAFE) (the Trust), which is an investment vehicle established by state statute for local government entities to pool surplus assets. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust currently offers two portfolios – CSAFE CASH FUND and CSAFE CORE.

CSAFE CASH FUND operates similar to a money market fund, with each share valued at \$1.00. CSAFE CASH FUND may invest in U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain money market funds, highest rated commercial paper, and any security allowed under Section 24-75-601.1, C.R.S.

CSAFE CORE, a variable Net Asset Value (NAV) Local Government Investment Pool, offers weekly liquidity and is managed to approximate a \$2.00 transactional share price. CSAFE CORE may invest in securities authorized by Section 24-75-601.1, C.R.S., including U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain obligations of U.S. government agencies, and highest rated commercial paper.

**PARK 70 METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

CSAFE (Continued)

A designated custodial bank serves as custodian for CSAFE's portfolio pursuant to a custodian agreement. The custodian acts as safekeeping agent for CSAFE's investment portfolio and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by CSAFE. CSAFE CASH FUND is rated AAmmf and CSAFE CORE is rated AAAf/S1 by Fitch Ratings. CSAFE records its investments at amortized cost and the District records its investments in CSAFE at net asset value as determined by amortized cost. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

COLOTRUST

The District invested in the Colorado Local Government Liquid Asset Trust (COLOTRUST) (the Trust), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust currently offers three portfolios – COLOTRUST PRIME, COLOTRUST PLUS+, and COLOTRUST EDGE.

COLOTRUST PRIME and COLOTRUST PLUS+, which operate similarly to a money market fund and each share is equal in value to \$1.00, offer daily liquidity. Both portfolios may invest in U.S. Treasury securities and repurchase agreements collateralized by U.S. Treasury securities. COLOTRUST PLUS+ may also invest in certain obligations of U.S. government agencies, highest rated commercial paper, and any security allowed under CRS 24-75-601.

COLOTRUST EDGE, a variable Net Asset Value (NAV) Local Government Investment Pool, offers weekly liquidity and is managed to approximate a \$10.00 transactional share price. COLOTRUST EDGE may invest in securities authorized by Section 24-75-601.1, C.R.S., including U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain obligations of U.S. government agencies, and highest rated commercial paper.

A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. COLOTRUST PRIME and COLOTRUST PLUS+ are rated AAAM by Standard & Poor's. COLOTRUST EDGE is rated AAAf/S1 by FitchRatings. COLOTRUST records its investments at fair value and the District records its investment in COLOTRUST at net asset value as determined by fair value. There are no unfunded commitments, the redemption frequency is daily or weekly, and there is no redemption notice period.

**PARK 70 METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 4 CAPITAL ASSETS

An analysis of the changes in capital assets for the year ended December 31, 2023 follows:

	Balance at December 31, 2022	Increases	Decreases	Balance at December 31, 2023
Governmental Activities:				
Capital Assets, Being Depreciated:				
Parks and Recreation	\$ 1,199,744	\$ -	\$ -	\$ 1,199,744
Monumentation	312,633	-	-	312,633
Stormwater Drainage	10,196,355	-	-	10,196,355
Total Capital Assets, Being Depreciated	11,708,732	-	-	11,708,732
Less Accumulated Depreciation for:				
Parks and Rec	239,948	59,987	-	299,935
Monumentation	250,108	15,632	-	265,740
Stormwater Drainage	2,039,272	509,818	-	2,549,090
Total Accumulated Depreciation	2,529,328	585,437	-	3,114,765
Total Capital Assets, Being Depreciated, Net	9,179,404	(585,437)	-	8,593,967
Governmental Activities Capital Assets, Net	<u>\$ 9,179,404</u>	<u>\$ (585,437)</u>	<u>\$ -</u>	<u>\$ 8,593,967</u>

Depreciation expense for 2023 was charged to the General Government function/program.

NOTE 5 LONG-TERM OBLIGATIONS

The following is an analysis of changes in the District's long-term obligations for the year ended December 31, 2023:

	Balance at December 31, 2022	Additions	Reductions	Balance at December 31, 2023	Due Within One Year
Governmental Activities					
Bonds Payable:					
Genreal Obligation Refunding and Improvement Bonds					
Series 2016	\$ 15,025,000	\$ -	\$ 235,000	\$ 14,790,000	\$ 270,000
Series 2019	18,545,000	-	230,000	18,315,000	255,000
Subtotal Bonds Payable	33,570,000	-	465,000	33,105,000	525,000
Bond Premium/Discount:					
Unamortized Bond Premium	1,812,992	-	114,297	1,698,695	112,329
Subtotal Bond Premium / Discount	1,812,992	-	114,297	1,698,695	112,329
Total Long-Term Obligations	<u>\$ 35,382,992</u>	<u>\$ -</u>	<u>\$ 579,297</u>	<u>\$ 34,803,695</u>	<u>\$ 637,329</u>

**PARK 70 METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

\$16,260,000 General Obligation Refunding and Improvement Bonds, Series 2016

On September 28, 2016, the District issued its General Obligation Refunding and Improvement Bonds Series 2016 Bonds in the principal amount of \$16,260,000. The Series 2016 Bonds have an interest rate of 2%-5%. Interest is payable semi-annually on June 1 and December 1, and principal is payable annually on December 1. The Series 2016 Bonds were issued at a premium of \$2,106,411 which is being amortized over the life of the bonds. The Series 2016 Bonds were issued for the purpose of (i) paying the Project Costs; (ii) prepaying and cancelling in full the Series 2013 Loan as evidenced by the Promissory Note in the original principal amount of \$10,950,000; and (iii) paying other costs in connection with the issuance of the Bonds and the prepayment of the Loan and the Note.

The Series 2016 Bonds maturing on or after December 1, 2036 are subject to optional redemption prior to maturity, at the option of the District, as a whole or in integral multiples of \$5,000, in any order of maturity and in whole or partial maturities (and if in part in such order of maturities as the District shall determine and by lot within maturities), on December 1, 2026, and on any date thereafter, upon payment of par, accrued interest. The Series 2016 Bonds maturing on December 1, 2036, are subject to mandatory sinking fund redemption, in part, by lot, starting on December 1, 2026, and on each December 1 thereafter prior to the maturity date of such Series 2016 Bonds, upon payment of par and accrued interest, without redemption premium. The Series 2016 Bonds maturing on December 1, 2046, also are subject to mandatory sinking fund redemption, in part, by lot, on December 1, 2037, and on each December 1 thereafter prior to the maturity date of such Series 2016 Bonds, upon payment of par and accrued interest, without redemption premium.

The Series 2016 Bonds are secured by and payable from monies derived by the District from the following sources, net of any collection costs: 1) all Property Tax Revenues, 2) all Specific Ownership Tax Revenues, and 3) any other legally available monies which the District determines, in its absolute discretion, to credit to the Bond Fund. The Bonds are secured by amounts on deposit in a surplus fund, which was initially funded using \$1,040,597 of funds on hand with the District.

\$19,300,000 General Obligation Bonds, Series 2019

On January 30, 2019, the District issued its \$19,300,000 Series 2019 General Obligation Bonds (the Series 2019 Bonds). The Bonds were issued on a parity with the Series 2016 Bonds, with final maturity on December 1, 2048. The proceeds from the Series 2019 Bonds were used for a) paying the Project costs, and b) paying other costs in connection with the issuance of the Series 2019 Bonds.

The Series 2019 Bonds bear interest at a rate of 3.5%-5% per annum, with interest payable semi-annually from Pledged Revenue on June 1 and December 1, beginning on June 1, 2019, and principle payable annually from Pledged Revenue on December 1, beginning December 1, 2019. Pledged revenue consists of the following, net of costs of collection: a) all Property Tax Revenues; b) all Specific Ownership Tax Revenues; and c) any other legally available moneys which the District determines, in its absolute discretion, to credit to the Bond Fund.

**PARK 70 METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

\$19,300,000 General Obligation Bonds, Series 2019 (Continued)

The Bonds maturing on and after December 1, 2029 are subject to redemption prior to maturity, at the option of the District, as a whole or in integral multiples of \$5,000, in any order of maturity, and in whole or partial maturities (and if in part in such order of maturities as the District shall determine and by lot within maturities), on December 1, 2028, and on any date thereafter, upon payment of par plus accrued interest, without redemption premium.

In 2023, the District levied 5.0 mills for general operating expenses, 25.5 mills for debt service and 1.0 mill pursuant to the Intergovernmental Agreement with the City of Aurora for funding of the Aurora Regional Improvements (ARI Mill Levy).

The District's long-term obligations will mature as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 525,000	\$ 1,505,413	\$ 2,030,413
2025	550,000	1,479,163	2,029,163
2026	615,000	1,454,363	2,069,363
2027	645,000	1,423,613	2,068,613
2028	720,000	1,391,363	2,111,363
2029-2033	4,435,000	6,365,063	10,800,063
2034-2038	6,220,000	5,132,463	11,352,463
2039-2043	8,335,000	3,556,050	11,891,050
2044-2048	11,060,000	1,443,500	12,503,500
Total	<u>\$ 33,105,000</u>	<u>\$ 23,750,988</u>	<u>\$ 56,855,988</u>

Authorized Debt

On November 4, 2003 and May 2, 2006, a majority of the qualified electors of the District authorized the issuance of indebtedness in an amount not to exceed \$67,050,000 and \$1,000,000,000, respectively, for general obligation bonds at an interest rate not to exceed 18% per annum. As of December 31, 2023, the District had authorized but unissued general obligation indebtedness in the following amounts allocated for the following purposes:

	Amount Authorized 2003	Amount Authorized 2006	Authorization Used, Series 2008 Bonds	Authorization Used, Series 2013 Loan	Authorization Used, Series 2016 Bonds	Authorization Used, Series 2019 Bonds	Authorized but Unissued
Water	\$ 5,300,000	\$ 90,000,000	\$ 3,489,000	-	\$ 2,208,539	\$ 1,265,965	\$ 88,336,496
Sanitary Sewer and Storm Drainage	4,800,000	90,000,000	2,284,000	-	1,473,340	9,647,803	81,394,857
Streets	22,606,250	90,000,000	5,894,000	-	3,680,609	7,038,237	95,993,404
Transportation	-	90,000,000	-	-	-	325,844	89,674,156
Park and Recreation Facilities	631,250	90,000,000	508,000	-	-	1,022,151	89,101,099
Mosquito Control	-	90,000,000	-	-	-	-	90,000,000
Safety Protection	-	90,000,000	-	-	-	-	90,000,000
Fire Protection and Emergency Medical	-	90,000,000	-	-	-	-	90,000,000
Television Relay	-	90,000,000	-	-	-	-	90,000,000
Operations	375,000	10,000,000	-	-	-	-	10,375,000
Intergovernmental Agreements	-	90,000,000	-	-	-	-	90,000,000
Refunding	33,337,500	90,000,000	-	10,950,000	-	-	112,387,500
Total	<u>\$ 67,050,000</u>	<u>\$ 1,000,000,000</u>	<u>\$ 12,175,000</u>	<u>\$ 10,950,000</u>	<u>\$ 7,362,488</u>	<u>\$ 19,300,000</u>	<u>\$ 1,017,262,512</u>

**PARK 70 METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Authorized Debt (Continued)

Pursuant to the Amended Service Plan, the District is permitted to issue bond indebtedness of up to \$90,000,000.

In the future, the District may issue a portion or all of the remaining authorized but unissued general obligation debt for purposes of providing public improvements to support development as it occurs within the District service area; however, as of the date of this audit, the amount and timing of any debt issuance is not determinable.

NOTE 6 NET POSITION

The District has net position consisting of three components – net investment in capital assets, restricted, and unrestricted.

Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balance of bonds that are attributable to the acquisition, construction, or improvement of those assets. As of December 31, 2023, the District had net investment in capital assets calculated as follows:

Net Investment in Capital Assets:

Capital Assets, Net	\$ (4,067,868)
Net Investment in Capital Assets	<u>\$ (4,067,868)</u>

Restricted net position consists of assets that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The District had a restricted net position as of December 31, 2023, as follows:

Restricted Net Position:

Emergencies	\$ 22,100
Debt Service Reserve	4,606,722
Total Restricted Net Position	<u>\$ 4,628,822</u>

The District has a deficit in unrestricted net position. This deficit amount is a result of the District being responsible for the repayment of bonds issued for public improvements, of which a significant portion of these improvements were conveyed to other governmental entities and which costs were removed from the District's financial records.

**PARK 70 METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 7 RELATED PARTIES

The primary developer of the property within the District is ProLogis Corporation, a Maryland real estate investment trust, or its subsidiaries (Developer). The majority of the property within the District is owned by several limited liability companies which are owned and controlled by the Developer and Prudential Real Estate Investors, which is a real estate investment management business of Prudential Insurance. All of the members of the Board of Directors of the District are employees or consultants of the Developer.

Developer Advances

The District has entered into Funding and Reimbursement Agreements with the Developer as follows:

Operations Funding Agreement

The District has entered into Operation Funding Agreements with ProLogis, a Maryland real estate investment trust (Developer), each year from 2004 through 2007, as may be amended from time to time. The District anticipated it would not have sufficient funds to make the payment of its operations and maintenance expenses from 2004 through 2007; therefore, the Developer advanced funds pursuant to these agreements. The advances prior to January 1, 2007, accrued interest at the rate of 300 basis points above the 20 year "AAA" Municipal Market Data rate from the date the debt is incurred by the District. Per the 2007 Operations Funding Agreement, beginning January 1, 2007, the operating advances made under the 2007 Operation Funding Agreement shall accrue simple interest until paid, at the rate of 8%. Per Amendments to the 2004, 2005, and 2006 Operations Funding Agreements, beginning January 2008, the operating advances made under the 2004, 2005, and 2006 agreements shall accrue simple interest until paid at a rate of 7.5%. As of December 31, 2023, no balance is outstanding under this agreement.

Facilities Acquisition Agreement

On November 9, 2015, the District executed the Assignment and Assumption of Facilities Funding and Acquisition Agreement, assigning the terms of the Facilities Funding and Acquisition Agreement between Eastgate Commercial Metropolitan District and the Developer to the District. Under the terms of the agreement, the District agreed to reimburse costs advanced by the Developer, together with interest at 300 basis points above the 20-year AAA Municipal Market Data Rate. As of December 31, 2023, the District has no amounts outstanding under this agreement.

2020-2023 Facilities Acquisition Agreement

On October 28, 2020, the District entered into 2020-2023 Facilities Acquisition Agreement with the Developer. The Developer has agreed to design, construct, and complete certain infrastructure improvements within the District in an amount not to exceed \$1,500,000. Simple interest shall accrue on amounts reimbursable to the Developer under the agreement, until paid, at the rate of 8% per annum. As of December 31, 2023, no balance is outstanding under this agreement.

**PARK 70 METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 8 AGREEMENTS AND COMMITMENTS

Intergovernmental Agreement with the City of Aurora

The District entered into the Amended and Restated Service Plan Intergovernmental Agreement (IGA) between the City and the District dated July 27, 2006, as Amended by that First Amendment dated January 25, 2016. The IGA defines and clarifies the services which the District may provide, as well as, those services which the District is prohibited from providing. Pursuant to the Service Plan and IGA, the District is required to impose the Aurora Regional Improvement (ARI) Mill Levy upon all of the property within the District. This mill levy is 1.000 mill for the first 20 years of the District, which for this purpose begins the first year that the District certifies a debt service mill levy. The levy increases to 1.500 mills from the 21st year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements. For the five years subsequent to the period where the 1.500 mills is imposed, the ARI mill levy shall be the lessor of 20.000 mills or a mill levy equal to the average debt service mill levy imposed by the District for the previous 10 years.

Aurora Regional Transportation Authority

The District entered into the Aurora Regional Transportation Authority (ARTA) Establishment Agreement as amended, with other metropolitan districts within Aurora. ARTA will plan, design, acquire, construct, relocate, redevelop, and finance regional improvements within the boundaries of the metropolitan districts which are a party to the Agreement, using the ARI revenue from each of the districts. In accordance with the IGA, the City has been offered the right to appoint no less than 30% and no more than 49% of the ARTA Board but as of December 31, 2023, had not exercised this right. In 2023, \$107,655 was collected to be remitted under this agreement.

NOTE 9 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees; or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (the Pool). The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery, and workers' compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for liability, property and public officials' liability coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

**PARK 70 METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023**

NOTE 10 TAX, SPENDING, AND DEBT LIMITATIONS

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue, and debt limitations which apply to the State of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

On May 2, 2006, a majority of the District's electors authorized the District to collect and spend or retain all revenue of the District and authorized tax levies to produce taxes of \$1,000,000 annually for operations and maintenance without regard to any limitations under TABOR.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits will require judicial interpretation.

SUPPLEMENTARY INFORMATION

**PARK 70 METROPOLITAN DISTRICT
DEBT SERVICE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2023**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Property Taxes	\$ 2,948,148	\$ 2,787,077	\$ (161,071)
Property Taxes - ARTA	115,614	109,297	(6,317)
Specific Ownership Taxes	214,463	208,885	(5,578)
Interest Income	30,000	255,323	225,323
Total Revenues	<u>3,308,225</u>	<u>3,360,582</u>	<u>52,357</u>
EXPENDITURES			
Arta Reimbursement	113,880	107,655	6,225
County Treasurer's Fee	44,222	41,877	2,345
County Treasurer'S Fee - Arta	1,734	1,642	92
Paying Agent Fees	6,500	6,500	-
Bond Interest - Series 2016	751,250	751,250	-
Bond Interest - Series 2019	775,113	775,113	-
Bond Principal - Series 2016	235,000	235,000	-
Bond Principal - Series 2019	230,000	230,000	-
Contingency	2,874	-	2,874
Total Expenditures	<u>2,160,573</u>	<u>2,149,037</u>	<u>11,536</u>
NET CHANGE IN FUND BALANCE	1,147,652	1,211,545	63,893
Fund Balance - Beginning of Year	<u>3,472,220</u>	<u>3,523,647</u>	<u>51,427</u>
FUND BALANCE - END OF YEAR	<u><u>\$ 4,619,872</u></u>	<u><u>\$ 4,735,192</u></u>	<u><u>\$ 115,320</u></u>

**PARK 70 METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2023**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Interest Income	\$ 8,000	\$ 74,726	\$ 66,726
Total Revenues	<u>8,000</u>	<u>74,726</u>	<u>66,726</u>
EXPENDITURES			
Construction Management Fees	974,481	-	974,481
Engineering	15,000	2,370	12,630
Monuments	500,000	-	500,000
Total Expenditures	<u>1,489,481</u>	<u>2,370</u>	<u>1,487,111</u>
NET CHANGE IN FUND BALANCE	(1,481,481)	72,356	1,553,837
Fund Balance - Beginning of Year	<u>1,481,481</u>	<u>1,498,886</u>	<u>17,405</u>
FUND BALANCE - END OF YEAR	<u>\$ -</u>	<u>\$ 1,571,242</u>	<u>\$ 1,571,242</u>

OTHER INFORMATION

**PARK 70 METROPOLITAN DISTRICT
SCHEDULES OF DEBT SERVICE REQUIREMENTS TO MATURITY
DECEMBER 31, 2023**

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
			\$16,260,000
			General Obligation Refunding and Improvement Bonds, Series 2016
			Dated September 28, 2016
			Principal Due December 1
			Interest Due June 1 and December 1
			Interest at 2.00% - 5.00%
2024	\$ 270,000	\$ 739,500	\$ 1,009,500
2025	280,000	726,000	1,006,000
2026	315,000	712,000	1,027,000
2027	330,000	696,250	1,026,250
2028	370,000	679,750	1,049,750
2029	385,000	661,250	1,046,250
2030	425,000	642,000	1,067,000
2031	450,000	620,750	1,070,750
2032	490,000	598,250	1,088,250
2033	515,000	573,750	1,088,750
2034	565,000	548,000	1,113,000
2035	590,000	519,750	1,109,750
2036	645,000	490,250	1,135,250
2037	675,000	458,000	1,133,000
2038	730,000	424,250	1,154,250
2039	770,000	387,750	1,157,750
2040	830,000	349,250	1,179,250
2041	870,000	307,750	1,177,750
2042	940,000	264,250	1,204,250
2043	985,000	217,250	1,202,250
2044	1,060,000	168,000	1,228,000
2045	1,110,000	115,000	1,225,000
2046	1,190,000	59,500	1,249,500
2047	-	-	-
2048	-	-	-
Total	\$ 14,790,000	\$ 10,958,500	\$ 25,748,500

**PARK 70 METROPOLITAN DISTRICT
SCHEDULES OF DEBT SERVICE REQUIREMENTS TO MATURITY (CONTINUED)
DECEMBER 31, 2023**

\$19,300,000
General Obligation Bonds, Series 2019
Dated January 30, 2019
Principal Due December 1
Interest Due June 1 and December 1
Interest at 3.50-5.00%

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 255,000	\$ 765,913	\$ 1,020,913
2025	270,000	753,163	1,023,163
2026	300,000	742,363	1,042,363
2027	315,000	727,363	1,042,363
2028	350,000	711,613	1,061,613
2029	370,000	694,113	1,064,113
2030	410,000	675,613	1,085,613
2031	425,000	655,113	1,080,113
2032	470,000	633,863	1,103,863
2033	495,000	610,363	1,105,363
2034	535,000	585,613	1,120,613
2035	570,000	558,863	1,128,863
2036	605,000	538,913	1,143,913
2037	630,000	516,225	1,146,225
2038	675,000	492,600	1,167,600
2039	700,000	465,600	1,165,600
2040	750,000	437,600	1,187,600
2041	785,000	407,600	1,192,600
2042	835,000	376,200	1,211,200
2043	870,000	342,800	1,212,800
2044	925,000	308,000	1,233,000
2045	965,000	271,000	1,236,000
2046	1,030,000	232,400	1,262,400
2047	2,320,000	191,200	2,511,200
2048	2,460,000	98,400	2,558,400
Total	<u>\$ 18,315,000</u>	<u>\$ 12,792,488</u>	<u>\$ 31,107,488</u>

**PARK 70 METROPOLITAN DISTRICT
SCHEDULES OF DEBT SERVICE REQUIREMENTS TO MATURITY (CONTINUED)
DECEMBER 31, 2023**

<u>Year Ending December 31,</u>	Total Debt Service Requirements to Maturity Series 2016 and Series 2019 Bonds		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 525,000	\$ 1,505,413	\$ 2,030,413
2025	550,000	1,479,163	2,029,163
2026	615,000	1,454,363	2,069,363
2027	645,000	1,423,613	2,068,613
2028	720,000	1,391,363	2,111,363
2029	755,000	1,355,363	2,110,363
2030	835,000	1,317,613	2,152,613
2031	875,000	1,275,863	2,150,863
2032	960,000	1,232,113	2,192,113
2033	1,010,000	1,184,113	2,194,113
2034	1,100,000	1,133,613	2,233,613
2035	1,160,000	1,078,613	2,238,613
2036	1,250,000	1,029,163	2,279,163
2037	1,305,000	974,225	2,279,225
2038	1,405,000	916,850	2,321,850
2039	1,470,000	853,350	2,323,350
2040	1,580,000	786,850	2,366,850
2041	1,655,000	715,350	2,370,350
2042	1,775,000	640,450	2,415,450
2043	1,855,000	560,050	2,415,050
2044	1,985,000	476,000	2,461,000
2045	2,075,000	386,000	2,461,000
2046	2,220,000	291,900	2,511,900
2047	2,320,000	191,200	2,511,200
2048	2,460,000	98,400	2,558,400
Total	<u>\$ 33,105,000</u>	<u>\$ 23,750,988</u>	<u>\$ 56,855,988</u>

**PARK 70 METROPOLITAN DISTRICT
SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED
DECEMBER 31, 2023**

Year Ended <u>December 31,</u>	Assessed Valuation	Percent Change	Total Mills Levied				Total Property Taxes		Percent Collected to Levied
			General Operations	Debt Service	Special Abatement	Total	Levied	Collected	
2018/2019	70,831,650	0.0%	7.500	\$ 28.500	\$ 1.000	\$ 37.000	2,620,771	2,548,447	97.24 %
2019/2020	73,730,300	4.1%	10.500	25.500	1.000	37.000	2,728,021	2,710,544	99.36 %
2020/2021	94,820,100	28.6%	5.000	25.500	1.000	31.500	2,986,834	2,984,436	99.92 %
2021/2022	106,020,800	11.8%	5.000	25.500	1.000	31.500	3,339,655	3,327,074	99.62 %
2022/2023	115,613,630	9.0%	5.000	25.500	1.000	31.500	3,641,830	3,442,859	94.54 %
Estimated for Year Ending December 31, 2024	\$ 173,921,500	50.4%	5.000	25.500	1.039	31.539	5,485,310		

Note:
Property taxes collected in any one year include collection of delinquent property taxes levied in prior years.

Source: Adams County Assessor and Treasurer.

CHANGE ORDER NO. 2

Change Order No: 2	Date Issued: April 1, 2024
Name of Agreement: Service Agreement for Landscaping Services	
Date of Agreement: November 11, 2022	District: Park 70 Metropolitan District (the “ District ”)
Other Party/Parties: BrightView Landscape Services, Inc. (the “ Consultant ”)	

CHANGE IN SCOPE OF SERVICES (describe):

- **Exhibit A** and **Exhibit B** to the Agreement are hereby amended to include the Services and Compensation as set forth in **Appendix A** to this Change Order No. 2

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$36,252.00	Original Term: Expires December 1, 2023
Increase of this Change Order: \$37,344.00	New Term: Expires December 1, 2024
Price with all Approved Change Orders: \$77,510.30	Agreement Time with all Approved Change Orders: Term expires December 1, 2024

APPROVED:
Reiffer Garton

By: _____

District

APPROVED:
Will Pereira

By: _____

Consultant

LANDSCAPE SERVICES AGREEMENT

Date: March 29, 2024

BrightView: BrightView Landscape Services, Inc.

Client: Park 70 Metropolitan District

Contract Start Date: April 1, 2024

Contract End Date: November 30, 2024

Service Fee*: 2024: \$37,344.00

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
 - (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
 - (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
 - (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.
2. **Term.** The "Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date.
3. **Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is

no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

4. **Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
5. **Cooperation.**
- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
 - (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
 - (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the

payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Recurring Service Fee set forth in the below Table A plus any Per Occurrence Service Fee set forth in the below Table B (the "Service Fee"), subject to adjustments as described below.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 3% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price

Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 60 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if the Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Clients' responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety

evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.

- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Colorado will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign

this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.

- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.
- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of

performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

(k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: the Agreement, an exhibit to the Agreement, an SOW and an exhibit to that SOW.

Notices. Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: Rylan Lyons
Address: 12570 E 39th Ave
Denver, CO 80239

With a copy to:

Attn: Office of the General Counsel
980 Jolly Road, Suite 300
Blue Bell, PA 19422

If to Client:

Attn: Stapleton Business Center Metropolitan District
Address: 141 Union Boulevard, Suite 150
Lakewood, CO 80228

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or
 - Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.
- Thank you for your confidence in partnering with BrightView.

This document is incorporated into the Landscape Services Agreement by this reference upon execution by Client and Service Provider. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Park 70 Metropolitan District	Landscape Site Location:	Smith Way and E 19 th Avenue, Auora,CO
Client Business Name:	Stapleton Business Center Metropolitan District	Client Contact Name:	David Solin
Client Contact Telephone:	909.842.1535	Client Contact Email:	dsolin@sdmsi.com
Billing Business Name:	Special District Management Services, Inc.	Billing Contact Name:	David Solin
Billing Contact Telephone:	303.987.0835	Billing Contact Address:	141 Union Boulevard,Suite 150 Lakewood, Co 80228
BrightView Contact Name:	Rylan Lyons	BrightView Contact Telephone:	303.288.2701

Note: If this Agreement applies to multiple sites, then check here and attach a list of the sites with this information and pricing.

Table A: Recurring Service Fee:

Term 1 - 2024	
January 1st	\$0.00
February 1st	\$0.00
March 1st	\$0.00
April 1st	\$4,668.00
May 1st	\$4,668.00
June 1st	\$4,668.00
July 1st	\$4,668.00
August 1st	\$4,668.00
September 1st	\$4,668.00
October 1st	\$4,668.00
November 1st	\$4,668.00
December 1st	\$0.00
Total Service Fee	<u>\$37,344.00</u>

Client shall pay the Recurring Service Fee to BrightView through monthly payments. Excluding Pro-rated Recurring Service Fees which will be billed monthly in accordance with above, the Recurring Service Fee shall be payable in 8 equal monthly installments, beginning in the month of January 2024 (the "Monthly Installment Plan"). Monthly invoices will be dated the 1st of each month for which service is to be performed, and payments are due no later than the 15th calendar day of the month.

Table B: Per Occurrence Service Fee Schedule as follows :

Per Occurrence Service Fee Schedule should only be used to denote services that are not part of Table A: Recurring Service Fee.

Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
Irrigation Repairs	As Needed	\$ 70 / hr	TBD
Backflow Inspections	As Needed	\$150 / device	TBD
		\$	\$
		\$	\$
		\$	\$

Any Per Occurrence Service Fee shall be invoiced upon the completion of the Per Occurrence Service and Client shall pay the invoice within thirty (30) days of the invoice date.

Scope of Landscape Services

Description of Services (attach diagrams if necessary):

“Service Specifications for Contract Landscape Management.”

I. Scope of Work:

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

II. Account Management:

A. Monthly Property Review With Client: Included Frequencies: 12

On an monthly basis, Contractor will, with a Client representative, review any site improvements and / or repairs to confirm effectiveness, quality of work performed, or to determine if other measures are necessary to meet the agreed upon scope of work.

III. Turf Care:

B. Mowing: Included Frequencies: 26

Turf areas shall be mowed weekly from May through September, and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.

C. String Trimming: Included Frequencies: 26

Vertical obstacles will be trimmed around to assure a neat and attractive appearance at the time of each mowing.

D. Edging: Included Frequencies : 13

All turf areas adjacent to sidewalks shall be edged so that the entire property is completed every 2 weeks.

E. Blowing: Included Frequencies: 26

Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This includes blowing any grass clippings generated by Contractor mowing operations, and any leaves or landscape debris from the curb lines of the clubhouse parking lot.

F. Aeration: Included Frequencies: 1

Core aeration will be performed with walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

G. Fertilization: Included Frequencies: 1 Season-Release Application

Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance.

H. Broadleaf Weed Control: Included Frequencies: 1 Pre-emergent weed control Application and 2 Post-emergent Applications

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance. If association is not satisfied with turf color, weed control or overall health, then contractor agrees to supply additional applications as needed.

IV. **Shrubs and Bed Areas**

A. Shrub Pruning: 1

Shrubs shall be pruned to maintain the natural form of the plant and to maintain growth within space limitations, timing of pruning may vary from plant species. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Industry standard pruning practices do not include hand pruning or shearing of plants into boxes, squares, balls, etc., unless required by the design.

Ornamental grasses will be cut one time per year, typically in late winter, to approximately ¼ of the existing height.

Perennial cut back will be dead-headed during the late summer / early fall, and will be trimmed as appropriate for each species once all flowering has stopped

B. Weed Control: Included Frequencies: 26

Beds, sidewalks and curb/gutter will be kept reasonably free of broadleaf or grassy weeds, preferably with post-emergent/contact herbicides, or with manual removal (hand-pulling).

V. **Tree Care:**

A. Limbing: Included Frequencies: 1

Maintenance pruning of all applicable trees to 8-10 feet in height will be accomplished according to industry accepted standards, and as is appropriate for each species in its particular stage of growth and development.

B. Volunteer suckers and shooters on trees will be removed to maintain a clean appearance.

C. Trees in turf areas will be neatly "ringed" at the base of the tree (approximately 3' in diameter) to prevent damage from mowing equipment

VI. **Native Areas:**

A. Native Turf / Median Mowing: Included Frequencies: 2

B. Broadleaf Weed Control: Included Frequencies: 2 Post emergent Applications

All native grass areas shall be treated two times a season

C. Beauty Band Native Turf Mowing: Included Frequencies: 5

All native areas along the sidewalks, curblines and formal landscape areas shall be mowed during growing season months when full native mowing is not occurring.

Designated and established native areas will be cut at the most appropriate times of the season (typically June and September or as mutually agreed upon by the Client and BrightView). Areas accessible by a mower and perimeter areas that require string trimming will be addressed. Any steeply sloped areas which represent a danger to Contractor's employees, or drainage areas covered by water are not included as part of the scope of work.

VII. **Irrigation System:**

A. *Activation: Included Frequencies: 1*

Seasonal activation of the irrigation system will be performed in the spring as weather conditions dictate. Contractor will be responsible for determining when to activate the system. At the time of activation, all necessary repairs will be performed to bring the system up to operating condition. Repairs will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

B. *Monitoring: Included Frequencies: 20 (from activation through winterization as weather conditions dictate)*

Monitoring of the system will occur throughout the growing season. Programming may be periodically adjusted according to weather conditions, seasonal changes, and the needs of the landscape. In the event any malfunctions are found, repair will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client. Damages caused by BrightView Landscape Services, Inc.. during the normal course of operations will be repaired by BrightView Landscape Services, Inc.. in a prompt manner at no expense to the Owner/Client.

During extended cold or rainy periods, landscape irrigation may be shut off. Occasional rainstorms or cold weather may not constitute an adequate reason for full system shut/down protection.

C. *Deactivation / Winterization: Included Frequencies: 1*

Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November, depending upon weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.

Exterior backflow wrapping or draining is not included but may be performed and billed at \$65 / hr + materials per device if weather warrants. Backflow wrapping or draining prevents freeze damage when the system is pressurized.

D. *Emergency Service Calls:*

Emergency service calls will be made upon request of the Owner/Client. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00pm and 8:00am Monday-Friday, all day Saturday and Sunday, and recognized holidays. Emergency services will be performed upon request and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

E. *Backflow Inspections:*

All irrigation backflow prevention devices will be inspected at the beginning of each season. If necessary, devices will be repaired in order to pass certification. Repairs will be performed at \$70 / hr plus materials.

F. *Irrigation Repairs:*

Any repairs required to ensure irrigation system is fully operational and effective, will be performed as needed, at a cost of \$70 / hr + any needed materials. Contractor is pre-approved to perform repairs Not to Exceed \$650 during any single occurrence. Repairs above \$650 will need to be authorized by client.

Any repairs resulting from Contractor operations, will be repaired at Contractor's expense and at no charge to the Client

VIII. **Landscape Debris & Trash Cleanup:**

A. *Growing Season: Included Frequencies: 26*

On a weekly basis, all landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste or pet waste stations, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

B. *Dormant Season: Included Frequencies: 26*

On a weekly basis, all landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste or pet stations, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

VIII. Spring Cleanup: *Included Frequencies: 1*

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Debris cleanup does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

IX. Fall Cleanup: *Included Frequencies: 1*

Typically in November, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Leaf cleanup in October will be performed during regular scheduled mowing visits. Upon request, a price will be provided for additional services.

Debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

EXHIBIT C

FORM OF CHANGE ORDER

Change Order No: 1	Date Issued: April 1, 2024
Name of Agreement: Service Agreement for Landscaping Services	
Date of Agreement: November 11, 2022	District(s): Prologis Central Park Business Center Metropolitan District
Other Party/Parties: BrightView Landscape Services, Inc.	

CHANGE IN SCOPE OF SERVICES (describe):

2024 Landscape Services per attached proposal dated March 29, 2024.

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ 125,448.00	Original Term: Expires December 1, 20 23
Increase of this Change Order: \$ 129,208.00	New Term: Expires December 1, 20 24
Price with all Approved Change Orders: \$ 254,656.00	Agreement Time with all Approved Change Orders:

APPROVED: <i>Keiffer Garton</i>	APPROVED: <i>Will Pereira</i>
By: _____	By: _____
District	Consultant

LANDSCAPE SERVICES AGREEMENT

Date: March 29, 2024

BrightView: BrightView Landscape Services, Inc.

Client: Stapleton Business Center

Contract Start Date: April 1, 2024

Contract End Date: November 30, 2024

Service Fee*: \$129,208.00

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
 - (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
 - (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
 - (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.
2. **Term.** The "Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date.
3. **Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is

no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

4. **Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
5. **Cooperation.**
 - (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
 - (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
 - (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the

payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Recurring Service Fee set forth in the below Table A plus any Per Occurrence Service Fee set forth in the below Table B (the "Service Fee"), subject to adjustments as described below.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 3% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price

Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 60 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if the Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Clients' responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety

evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.

- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Colorado will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign

this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.

- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.
- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of

performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

(k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: the Agreement, an exhibit to the Agreement, an SOW and an exhibit to that SOW.

Notices. Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: _____
Address: _____

With a copy to:

Attn: Office of the General Counsel
980 Jolly Road, Suite 300
Blue Bell, PA 19422

If to Client:

Attn: _____
Address: _____

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or
 - Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.
- Thank you for your confidence in partnering with BrightView.

This document is incorporated into the Landscape Services Agreement by this reference upon execution by Client and Service Provider. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Stapleton Business Center Metropolitan District	Landscape Site Location:	E. 47 th Ave. and Havana St Denver, CO 80238
Client Business Name:	Stapleton Business Center Metropolitan District	Client Contact Name:	David Solin
Client Contact Telephone:	303.987.0835	Client Contact Email:	dsolin@sdmsi.com
Billing Business Name:	Special District Management Services	Billing Contact Name:	David Solin
Billing Contact Telephone:	720.270.9822	Billing Contact Address:	141 Union Boulevard, Suite 150 Lakewood, Co 80228
BrightView Contact Name:	Rylan Lyons	BrightView Contact Telephone:	303.906.2130

Note: If this Agreement applies to multiple sites, then check here and attach a list of the sites with this information and pricing.

Table A: Recurring Service Fee:

Term 1 - 2024			
January 1 st	\$0.00		
February 1 st	\$0.00		
March 1 st	\$0.00		
April 1 st	\$16,151.00		
May 1 st	\$16,151.00		
June 1 st	\$16,151.00		
July 1 st	\$16,151.00		
August 1 st	\$16,151.00		
September 1 st	\$16,151.00		
October 1 st	\$16,151.00		
November 1 st	\$16,151.00		
December 1 st	\$0.00		
Total Service Fee			
\$129,208.00			

Client shall pay the Recurring Service Fee to BrightView through monthly payments. Excluding Pro-rated Recurring Service Fees which will be billed monthly in accordance with above, the Recurring Service Fee shall be payable in 8 equal monthly installments, beginning in the month of January 2024 (the "Monthly Installment Plan"). Monthly invoices will be dated the 1st of each month for which service is to be performed, and payments are due no later than the 15th calendar day of the month.

Table B: Per Occurrence Service Fee Schedule as follows :

Per Occurrence Service Fee Schedule should only be used to denote services that are not part of Table A: Recurring Service Fee.

Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
Irrigation Repairs	As Needed	\$ 70 / hr	TBD
Backflow Inspections	As Needed	\$150 / device	TBD
		\$	\$
		\$	\$
		\$	\$

Any Per Occurrence Service Fee shall be invoiced upon the completion of the Per Occurrence Service and Client shall pay the invoice within thirty (30) days of the invoice date.

Scope of Landscape Services

Description of Services (attach diagrams if necessary):

“Service Specifications for Contract Landscape Management.”

I. Scope of Work:

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

II. Account Management:

A. Monthly Property Review With Client: Included Frequencies: 8

On an monthly basis, Contractor will, with a Client representative, review any site improvements and / or repairs to confirm effectiveness, quality of work performed, or to determine if other measures are necessary to meet the agreed upon scope of work.

III. Turf Care:

B. Mowing: Included Frequencies: 26

Turf areas shall be mowed weekly from May through September, and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.

C. String Trimming: Included Frequencies: 26

Vertical obstacles will be trimmed around to assure a neat and attractive appearance at the time of each mowing.

D. Edging: Included Frequencies : 13

All turf areas adjacent to sidewalks shall be edged so that the entire property is completed every 2 weeks.

E. Blowing: Included Frequencies: 26

Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This includes blowing any grass clippings generated by Contractor mowing operations, and any leaves or landscape debris from the curb lines of the clubhouse parking lot.

F. Aeration: Included Frequencies: 1

Core aeration will be performed with walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

G. Fertilization: Included Frequencies: 1 Season-Release Application

Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance.

H. Broadleaf Weed Control: Included Frequencies: 1 Pre-emergent weed control Application and 2 Post-emergent Applications

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance. If association is not satisfied with turf color, weed control or overall health, then contractor agrees to supply additional applications as needed.

IV. **Shrubs and Bed Areas**

A. Shrub Pruning: 1

Shrubs shall be pruned to maintain the natural form of the plant and to maintain growth within space limitations, timing of pruning may vary from plant species. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Industry standard pruning practices do not include hand pruning or shearing of plants into boxes, squares, balls, etc., unless required by the design.

Ornamental grasses will be cut one time per year, typically in late winter, to approximately ¼ of the existing height.

Perennial cut back will be dead-headed during the late summer / early fall, and will be trimmed as appropriate for each species once all flowering has stopped

B. Weed Control: Included Frequencies: 26

Beds, sidewalks and curb/gutter will be kept reasonably free of broadleaf or grassy weeds, preferably with post-emergent/contact herbicides, or with manual removal (hand-pulling).

V. **Tree Care:**

A. Limbing: Included Frequencies: 1

Maintenance pruning of all applicable trees to 8-10 feet in height will be accomplished according to industry accepted standards, and as is appropriate for each species in its particular stage of growth and development.

B. Volunteer suckers and shooters on trees will be removed to maintain a clean appearance.

C. Trees in turf areas will be neatly “ringed” at the base of the tree (approximately 3’ in diameter) to prevent damage from mowing equipment

VI. **Native Areas:**

A. Native Turf / Median Mowing: Included Frequencies: 2

Designated and established native areas will be cut at the most appropriate times of the season (typically June and September or as mutually agreed upon by the Client and BrightView). Areas accessible by a mower and perimeter areas that require string trimming will be addressed. Any steeply sloped areas which represent a danger to Contractor’s employees, or drainage areas covered by water are not included as part of the scope of work.

VII. **Irrigation System:**

A. Activation: Included Frequencies: 1

Seasonal activation of the irrigation system will be performed in the spring as weather conditions dictate. Contractor will be responsible for determining when to activate the system. At the time of activation, all necessary repairs will be performed to bring the system up to operating condition. Repairs will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

B. Monitoring: Included Frequencies: 20 (from activation through winterization as weather conditions dictate)

Monitoring of the system will occur throughout the growing season. Programming may be periodically adjusted according to weather conditions, seasonal changes, and the needs of the landscape. In the event any malfunctions are found, repair will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client. Damages caused by BrightView Landscape Services, Inc.. during the normal course of operations will be repaired by BrightView Landscape Services, Inc.. in a prompt manner at no expense to the Owner/Client.

During extended cold or rainy periods, landscape irrigation may be shut off. Occasional rainstorms or cold weather may not constitute an adequate reason for full system shut/down protection.

C. Deactivation / Winterization: Included Frequencies: 1

Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November, depending upon weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.

Exterior backflow wrapping or draining is not included but may be performed and billed at \$70 / hr + materials per device if weather warrants. Backflow wrapping or draining prevents freeze damage when the system is pressurized.

D. Emergency Service Calls:

Emergency service calls will be made upon request of the Owner/Client. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00pm and 8:00am Monday-Friday, all day Saturday and Sunday, and recognized holidays. Emergency services will be performed upon request and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

E. Backflow Inspections:

All irrigation backflow prevention devices will be inspected at the beginning of each season. If necessary, devices will be repaired in order to pass certification. Repairs will be performed at \$70 / hr plus materials.

F. Irrigation Repairs:

Any repairs required to ensure irrigation system is fully operational and effective, will be performed as needed, at a cost of \$70 / hr + any needed materials. Contractor is pre-approved to perform repairs Not to Exceed \$650 during any single occurrence. Repairs above \$650 will need to be authorized by client.

Any repairs resulting from Contractor operations, will be repaired at Contractor's expense and at no charge to the Client

VIII. **Landscape Debris & Trash Cleanup:**

A. Growing Season: Included Frequencies: 26

On a weekly basis, all landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste or pet waste stations, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

B. Dormant Season: Included Frequencies: 26

On a weekly basis, all landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste or pet stations, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

VIII. Spring Cleanup: *Included Frequencies: 1*

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Debris cleanup does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

IX. Fall Cleanup: *Included Frequencies: 2*

Typically in November, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Leaf cleanup in October will be performed during regular scheduled mowing visits. Upon request, a price will be provided for additional services.

Debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include cleanup of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.