

PARK 70 METROPOLITAN DISTRICT

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

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Keiffer Garton	President	2025/May 2025
VACANT		2025/May 2025
VACANT		2025/May 2025
VACANT		2023/May 2023
VACANT		2023/May 2023
Ann Finn	Secretary	non-elected position

DATE: November 11, 2022

TIME: 11:00 A.M.

PLACE: *VIA ZOOM*

<https://us02web.zoom.us/j/82222484542?pwd=NDhjVHdiUXlsRy9pZVdZTIUyVVIEUT09>

Phone: 1 (669) 900 6833 or 1 (253) 215-8782

Meeting ID: 822 2248 4542

Password: 939192

One tap mobile: +16699006833,,82222484542#,,,,*939192#

+12532158782,,82222484542#,,,,*939192#

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest and confirm quorum.

B. Approve Agenda, confirm location of the meeting and posting of meeting notice.

C. Discuss business to be conducted in 2023 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates (suggested dates are June __ and November __, 2023) and consider approval of Resolution No. 2022-11-__; Resolution Establishing Regular Meeting Dates, Time and Location, Establishing a District Website and Designating Location for Posting of 24-Hour Notices (enclosure).

D. Acknowledge Resignation of Tom Martin from the Board of Directors.

- E. Discuss status of District website.
 - 1. Review and consider approval of the TownCloud Subscription Agreement for creation of a website (enclosure).
-

- F. Discuss vacancies on the Boards and Consider the Appointment of Katie Kier to fill a vacancy on the Board of Directors (Notice of Vacancy published on August 2, 2022). Administer Oath of Office.
-

- G. Consider appointment of Officers:

President _____
 Treasurer _____
 Secretary _____
 Assistant Secretary _____
 Assistant Secretary _____

- H. Consent Agenda – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless requested; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.
 - 1. Approve the Minutes from the June 28, 2022 Special Meeting (enclosure).
 - 2. Discuss §32-1-809, C.R.S., Transparency Notice reporting requirements and mode of eligible election notification (2022 SDA Website).
 - 3. Ratify approval of the proposal from Brightview Landscape Services for native weed application (enclosure).
 - 4. Ratify the payment of claims through the periods ending (enclosures):

Fund	Period Ending June 30, 2022	Period Ending July 31, 2022	Period Ending Aug. 31, 2022	Period Ending Sept. 30, 2022	Period Ending Oct 31, 2022
General	\$ 32,586.68	\$ 16,546.95	\$ 18,822.95	\$ 20,818.09	\$ 32,776.99
Debt Service	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Projects	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 32,586.68	\$ 16,546.95	\$ 18,822.95	\$ 20,818.09	\$ 32,776.99

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.
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III. FINANCIAL MATTERS

- A. Review and accept the unaudited Financial Statements through the period ending _____, 2022 and accept the Schedule of Cash Position as of _____, 2022 (to be distributed).
-
- B. Discuss statutory requirements for an audit. Consider engagement of Simmons & Wheeler, P.C. for preparation of 2022 Audit, in the amount of \$_____ (to be distributed).
-
- C. Conduct Public Hearing to consider amendment of the 2022 Budget. If necessary, consider adoption of Resolution No. 2022-11-__; Resolution to Amend the 2022 Budget.
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- D. Conduct Public Hearing on the proposed 2023 Budget and consider adoption of Resolution No. 2022-11-__; Resolution to Adopt the 2023 Budget and Appropriate Sums of Money and Resolution No. 2022-11-__; Resolution to Set Mill Levies for General Fund _____, Debt Service Fund _____, and Other Fund(s) _____ for a total mill levy of _____ (enclosures – preliminary AV, draft 2023 Budget, and Resolutions).
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- E. Authorize the District Accountant to prepare and appoint Board Member to sign the DLG-70 Certification of Tax Levies for (“Certification”). Direct District Accountant to file the Certification with the Board of County Commissioners and other interested parties.
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- F. Consider appointment of District Accountant to prepare the 2024 Budget and set the date of the Budget Hearing.
-
- G. Review and consider approval Statements of Work between the District and CliftonLarsonAllen LLP for 2023. (enclosure).
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IV. LEGAL MATTERS

- A. Discuss May 2, 2023 Regular Director Election and consider adoption of Resolution No. 2022-11-__; Resolution Calling May 2, 2023 Election for Directors, appointing Designated Election Official (“DEO”) and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election. Self-Nomination Forms are due by February 24, 2023 (enclosure). Discuss the need for ballot issues and/or questions.
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V. CAPITAL IMPROVEMENTS

- A. Discuss and consider approval the Prologis Lift Station Improvement Offer Packet from City of Aurora (enclosure).
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- B. Discuss possible capital improvement projects.
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VI. OPERATIONS AND MAINTENANCE

- A. Operations and Maintenance Report.
-
- B. Review and approve Service Agreement with Brightview Landscape Services, Inc. for 2023 landscape maintenance services (to be distributed).
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- C. Review and approve Service Agreement with Tree Keepers LLC for 2023 Tree Care Services (to be distributed).
-
- D. Review and approve Service Agreement with Diversified Underground for Utility Locate Services (enclosure).
-
- E. Review and approve of the Service Agreement for 2022/2023 Snow Removal Services between the District and Denver Commercial Property Services, Inc. (enclosure).
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VII. OTHER BUSINESS

A. _____

VIII. ADJOURNMENT: **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2022.**

Informational Enclosure:

- Memo regarding New Rate Structure from Special District Management Services, Inc.
- Letter from McGeady Becher regarding rate increase

RESOLUTION NO. 2022- 11 -01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE PARK 70 METROPOLITAN DISTRICT
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting, if a special district posts the Notice of Meeting online at a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Park 70 Metropolitan District (the “**District**”), Adams County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

3. That regular meetings of the District Board for the year 2023 shall be held on June ___ and November __, 2023 at 1:00 p.m., virtually.

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.

7. That, if the District has not yet established a District Website or is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

a. Corner of Smith Way and 19th Avenue, Aurora, Colorado

8. Special District Management Services, Inc., or his/her designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING
DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR
NOTICES]**

RESOLUTION APPROVED AND ADOPTED on November 11, 2022.

PARK 70 METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

Subscription Services Agreement

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

1. **Definitions.**

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

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

3. **Rights and Restrictions.**

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

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

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

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

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

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

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

Customer

Signature
Title
Printed Name
Date



TownCloud

QUOTE

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

Created Date 8/30/2022
 Expiration Date 9/30/2022
 Quote Number 00000699

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

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

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


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

Bill To Name Park 70 Metropolitan District
 Bill To 141 Union Boulevard
 Suite 150
 Lakewood, Colorado 80228
 United States

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

Total Price \$2,494.80

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

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

Billing Email and any special instructions:

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE PARK 70 METROPOLITAN DISTRICT HELD JUNE 28, 2022

A Special Meeting of the Board of Directors (referred to hereafter as the “Board”) of the Park 70 Metropolitan District (referred to hereafter as the “District”) was duly held on Tuesday, the 28th day of June, 2022, at 4:00 p.m. This District Board meeting was held via Zoom. The meeting was open to the public via Zoom.

ATTENDANCE

Directors In Attendance Were:

Keiffer Garton, President

Also In Attendance Were:

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

Paula Williams, Esq. and Tim O’Connor, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP

Anne LaPlace, Esq; ProLogis

Tom Martin; Member of the Public

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State.

Ms. Finn noted that a quorum was present and requested members of the Board 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 the statute. Attorney Williams noted that all Director Disclosure Statements had been filed with the Colorado Secretary of State.

ADMINISTRATIVE MATTERS

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

RECORD OF PROCEEDINGS

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

Meeting Location/Manner and Posting of Meeting Notice: 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. Ms. Finn noted the meeting will be conducted via Zoom. Ms. Finn reported that notice was duly posted and that no objections to the telephonic manner of the meeting or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries have been received.

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted within the boundaries of the District at least 24 hours prior to each meeting at the corner of Smith Way and 19th Avenue, Aurora, Colorado.

May 3, 2022 Election: Ms. Finn noted for the Board that the May 3, 2022 election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were not more candidates than positions available on the Board of Directors. It was noted there are four vacancies on the Board.

Appointment of Director: It was noted that pursuant to Section 32-1-808(2)(a)(I), C.R.S., publication of a Notice of Vacancy on the Board was made on August 11, 2022 in *The Aurora Sentinel*. No Letters of Interest from qualified eligible electors were received within ten (10) days of the date of such publication.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board nominated Tom Martin to fill a vacant Board term and, upon vote, unanimously carried, the Board appointed Tom Martin to fill the vacancy. The Oath of Office was administered.

Appointment of Officers: The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the following slate of officers were appointed:

President
Treasurer
Secretary

Keiffer Garton
Tom Martin
Ann E. Finn (non-elected position)

RECORD OF PROCEEDINGS

CONSENT AGENDA: The Board considered the following actions:

- Approve Minutes of the March 22, 2022 Special Meeting.
- Ratify approval of payment of claims as follows:

Fund	Period Ending March 31, 2022	Period Ending March 31, 2022	Period Ending April 30, 2022	Period Ending May 31, 2022
General	\$ 9,385.41	\$ 6,494.00	\$ 9,950.87	\$ 13,827.54
Debt Service	\$ 93,397.70	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 102,783.11	\$ 6,494.00	\$ 9,950.87	\$ 13,827.54

Following discussion, upon motion duly made and seconded by Director Garton 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 of the District setting forth the cash deposits, investments, budget analysis, and accounts payable vouchers for the period ending March 31, 2022 and accept the Schedule of Cash Position as of May 31, 2021, updated June 27, 2022.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District setting forth the cash deposits, investments, budget analysis, and accounts payable vouchers for the period ending March 31, 2022 and accept the Schedule of Cash Position as of May 31, 2021, updated June 27, 2022.

2021 Audit: Ms. Ross reviewed the 2021 draft Audited Financial Statements with the Board.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board approved the 2021 Audited Financial Statements and authorized execution of the Representations Letter, subject to final legal review and receipt of an unmodified opinion letter and authorized accountant to file with the state auditor.

LEGAL MATTERS

Organization of a Property Owners Association (“POA”): Attorney LaPlace and Director Garton noted the formation of a POA is dependent on the closing of

RECORD OF PROCEEDINGS

certain property with a new property owner. No action was taken by the Board at this time.

License Agreement with the City of Aurora (the “City”) for New Improvements: Attorney Williams discussed a License Agreement with the City related to the new improvements to be constructed by the District. Attorney Williams noted that the City had already approved the Consent Form and the next step was to have the License Agreement signed. Attorney Williams stated that she would work with Attorney LaPlace to coordinate the signing of the License Agreement.

License Agreement with the City for District’s Sewer System: Attorney Williams discussed the need for an additional License Agreement with the City for the District’s sewer system, noting that she needs to know where the District is planning to run the sewer line, in order to determine if a License Agreement is necessary or a different type of agreement. Director Martin noted he will discuss with the District’s engineer and provide an update for the next meeting.

CAPITAL IMPROVEMENTS

Letter of Authorization: The Board reviewed a Letter of Authorization for the proposed sign package.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board approved the Letter of Authorization for the proposed sign package.

OPERATIONS AND MAINTENANCE

Operation and Maintenance Report: Ms. Finn reported the tree replacements have been completed. No additional action was taken by the Board.

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 and seconded, and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

Park 70 Metropolitan District
June-22

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Animal & Pest Control Specialist, Inc.	85109	5/25/2022	5/25/2022	\$ 125.00	Pest control	107615
Aurora Water	257735-173464	6/22 5/24/2022	6/13/2022	\$ 39.37	Utilities	107635
Aurora Water	257735-173462	6/22 5/24/2022	6/13/2022	\$ 404.91	Utilities	107635
Aurora Water	257735-145422	6/22 5/24/2022	6/13/2022	\$ 935.78	Utilities	107635
Brightview Landscape Services	7917773	6/1/2022	6/16/2022	\$ 2,640.00	Landscaping	107585
Brightview Landscape Services	7936397	6/1/2022	6/16/2022	\$ 820.70	Landscaping	107585
Brightview Landscape Services	7898850	5/18/2022	5/19/2022	\$ 3,514.30	Landscaping	107585
CliftonLarsonAllen LLP	3280983	4/30/2022	4/30/2022	\$ 534.71	Accounting	107000
Diversified Underground, Inc.	25781	5/31/2022	6/13/2022	\$ 130.00	Locates	107802
McGeady Becher P.C.	690W 04/2022	4/30/2022	4/30/2022	\$ 753.36	Legal services	107460
Special District Management Services Inc.	May-22	5/31/2022	5/31/2022	\$ 103.60	Election expense	107581
Special District Management Services Inc.	May-22	5/31/2022	5/31/2022	\$ 1,221.79	District management	107440
Tree Keepers	257	5/7/2022	5/21/2022	\$17,775.00	Tree Replacement and Care	107803
UMB	913445	2/7/2022	2/7/2022	\$ 3,500.00	Paying Agent Fees	207591
UNCC	222051132	5/31/2022	5/31/2022	\$ 15.60	Locates	107802
Xcel Energy	781150069	5/24/2022	6/14/2022	\$ 72.56	Utilities	107635

\$32,586.68

**Park 70 Metropolitan District
June-22**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 27,634.06	\$ 3,500.00	\$ -	\$ 31,134.06
Payroll		\$ -	\$ -	\$ -
Aurora Water	\$ 1,380.06			\$ 1,380.06
Xcel Energy	72.56			\$ 72.56
Total Disbursements from Checking Acct	<u>\$ 29,086.68</u>	<u>\$ 3,500.00</u>	<u>\$ -</u>	<u>\$ 32,586.68</u>

**Park 70 Metropolitan District
July-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Aurora Water	257735-145422	7/22	6/24/2022	7/14/2022	\$ 898.48	Utilities 107635
Aurora Water	257735-173462	7/22	6/17/2022	6/18/2022	\$ 5,045.03	Utilities 107635
Aurora Water	257735-173464	7/22	6/17/2022	6/24/2022	\$ 39.37	Utilities 107635
Brightview Landscape Services	5157375		6/21/2022	7/6/2022	\$ 263.56	Landscaping 107585
Brightview Landscape Services	5143330		6/8/2022	6/23/2022	\$ 235.09	Landscaping 107585
Brightview Landscape Services	5139357		6/6/2022	6/21/2022	\$ 258.11	Landscaping 107585
Brightview Landscape Services	5139356		6/6/2022	6/21/2022	\$ 257.68	Landscaping 107585
Brightview Landscape Services	7966892		7/1/2022	7/16/2022	\$ 2,640.00	Landscaping 107585
CliftonLarsonAllen LLP	3315637		5/31/2022	5/31/2022	\$ 2,523.83	Accounting 107000
Denver Commercial Property	D12384		2/24/2022	2/24/2022	\$ 380.00	Snowplowing and sweeping 107630
Diversified Underground, Inc.	25958		6/30/2022	7/30/2022	\$ 65.00	Locates 107802
McGeady Becher P.C.	690W 05/2022		5/31/2022	5/31/2022	\$ 679.50	Legal services 107460
Special District Management Services Inc.	Jun-22		6/30/2022	6/30/2022	\$ 171.20	Election expense 107581
Special District Management Services Inc.	Jun-22		6/30/2022	6/30/2022	\$ 3,031.35	District management 107440
UNCC	222061144		6/30/2022	6/30/2022	\$ 9.10	Locates 107802
Xcel Energy	785155792		6/23/2022	7/14/2022	\$ 49.65	Utilities 107635

\$16,546.95

**Park 70 Metropolitan District
July-22**

	General	Debt	Capital	Totals
Disbursements	\$ 10,514.42	\$ -		\$ 10,514.42
Xcel - Auto Pay	\$ 49.65	\$ -	\$ -	\$ 49.65
Aurora Water - Auto Pay	\$ 5,982.88	\$ -	\$ -	\$ 5,982.88
Total Disbursements from Checking	\$ 16,546.95	\$ -	\$ -	\$ 16,546.95

**Park 70 Metropolitan District
August-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Aurora Water	257735-173464	8/22 7/25/2022	8/15/2022	\$ 39.37	Utilities	107635
Aurora Water	257735-145422	8/22 7/25/2022	8/15/2022	\$ 1,152.12	Utilities	107635
Aurora Water	257735-173462	8/22 7/25/2022	8/15/2022	\$ 5,358.29	Utilities	107635
Brightview Landscape Services	8009392	7/25/2022	8/9/2022	\$ 1,440.00	Tree Replacement and Care	107803
Brightview Landscape Services	7987192	7/12/2022	7/27/2022	\$ 150.00	Landscaping	107585
Brightview Landscape Services	8008161	8/1/2022	8/16/2022	\$ 2,640.00	Landscaping	107585
CliftonLarsonAllen LLP	3347252	6/30/2022	6/30/2022	\$ 3,456.39	Accounting	107000
Diversified Underground, Inc.	26094	7/31/2022	8/30/2022	\$ 455.00	Locates	107802
McGeady Becher P.C.	690W 06/2022	6/30/2022	6/30/2022	\$ 2,516.50	Legal services	107460
Special District Management Services Inc.	Jul-22	7/31/2022	7/31/2022	\$ 162.80	Election expense	107581
Special District Management Services Inc.	Jul-22	7/31/2022	7/31/2022	\$ 1,400.52	District management	107440
UNCC	222071123	7/31/2022	7/31/2022	\$ 10.40	Locates	107802
Xcel Energy	789037374	7/22/2022	8/11/2022	\$ 41.56	Utilities	107635
				\$18,822.95		

**Park 70 Metropolitan District
August-22**

	General		Debt		Capital		Totals
Disbursements	\$ 12,231.61	\$	-			\$	12,231.61
Xcel - Auto Pay	\$ 41.56	\$	-	\$	-	\$	41.56
Aurora Water - Auto Pay	\$ 6,549.78	\$	-	\$	-	\$	6,549.78
<hr/>							
Total Disbursements from Checking	\$ 18,822.95	\$	-	\$	-	\$	18,822.95

**Park 70 Metropolitan District
September-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Aurora Media Group	103543	8/8/2022	9/7/2022	\$ 29.90	Miscellaneous	107480
Aurora Water	257735-173462 09/22	8/17/2022	9/12/2022	\$ 7,018.73	Utilities	107635
Aurora Water	257735-145422 09/22	8/17/2022	9/12/2022	\$ 808.96	Utilities	107635
Aurora Water	257735-173464 09/22	8/17/2022	9/12/2022	\$ 1,277.73	Utilities	107635
Brightview Landscape Services	5205820	7/29/2022	8/13/2022	\$ 275.78	Landscaping	107585
Brightview Landscape Services	5193981	7/20/2022	8/4/2022	\$ 222.33	Landscaping	107585
Brightview Landscape Services	5186305	7/14/2022	7/29/2022	\$ 183.69	Landscaping	107585
Brightview Landscape Services	8031118	8/8/2022	8/23/2022	\$ 1,273.20	Landscaping	107585
Brightview Landscape Services	5188168	7/15/2022	7/30/2022	\$ 217.14	Landscaping	107585
Brightview Landscape Services	5222427	8/11/2022	8/26/2022	\$ 290.18	Landscaping	107585
Brightview Landscape Services	5196688	7/22/2022	8/6/2022	\$ 179.07	Landscaping	107585
Brightview Landscape Services	8055187	9/1/2022	9/16/2022	\$ 2,640.00	Landscaping	107585
Brightview Landscape Services	5200322	7/26/2022	8/10/2022	\$ 280.31	Landscaping	107585
Brightview Landscape Services	5186304	7/14/2022	7/29/2022	\$ 258.47	Landscaping	107585
CliftonLarsonAllen LLP	3373943	7/31/2022	7/31/2022	\$ 2,051.18	Accounting	107000
Diversified Underground, Inc.	25296	2/28/2022	9/15/2022	\$ 195.00	Locates	107802
McGeady Becher P.C.	690W 07/2022	7/31/2022	7/31/2022	\$ 1,935.50	Legal services	107460
Special District Management Services Inc.	Aug-22	8/31/2022	8/31/2022	\$ 88.80	Election expense	107581
Special District Management Services Inc.	Aug-22	8/31/2022	8/31/2022	\$ 1,541.00	District management	107440
UNCC	222081108	8/31/2022	8/31/2022	\$ 9.10	Locates	107802
Xcel Energy	793056750	8/17/2022	8/17/2022	\$ 42.02	Utilities	107635
				\$ 20,818.09		

**Park 70 Metropolitan District
September-22**

	General	Debt	Capital	Totals
Disbursements	\$ 11,670.65	\$ -		\$ 11,670.65
Xcel - Auto Pay	\$ 42.02	\$ -	\$ -	\$ 42.02
Aurora Water - Auto Pay	\$ 9,105.42	\$ -	\$ -	\$ 9,105.42
Total Disbursements from Checking	\$ 20,818.09	\$ -	\$ -	\$ 20,818.09

**Park 70 Metropolitan District
October-22**

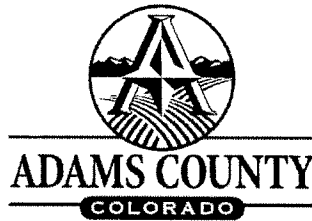
Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Aurora Water	257735-173462	10/22	9/26/2022 10/17/2022	\$ 9,132.81	Utilities	107635
Aurora Water	257735-173464	10/22	9/26/2022 10/17/2022	\$ 1,561.21	Utilities	107635
Aurora Water	257735-145422	10/22	9/26/2022 10/17/2022	\$ 1,084.98	Utilities	107635
Brightview Landscape Services	5267367		9/14/2022 9/29/2022	\$ 357.68	Landscaping	107585
Brightview Landscape Services	8110967		9/28/2022 10/13/2022	\$ 2,850.00	Landscaping	107585
Brightview Landscape Services	5254094		9/6/2022 9/21/2022	\$ 257.97	Landscaping	107585
Brightview Landscape Services	8102217		10/1/2022 10/16/2022	\$ 2,640.00	Landscaping	107585
CO Special Dist. Prop & Liab. Pool	23WC-60350-0698		8/26/2022 8/26/2022	\$ 450.00	Insurance and bonds	107360
CliftonLarsonAllen LLP	3436189		9/30/2022 9/30/2022	\$ 1,324.31	Accounting	107000
CliftonLarsonAllen LLP	3408107		8/31/2022 8/31/2022	\$ 1,648.76	Accounting	107000
McGeady Becher P.C.	690W 08/2022		8/31/2022 8/31/2022	\$ 1,858.50	Legal services	107460
RLI SURETY	936295		10/10/2022 10/11/2022	\$ 250.00	Insurance and bonds	107360
Simmons and Wheeler PC	33880		9/22/2022 9/23/2022	\$ 4,600.00	Audit	107020
Special District Management Services Inc.	Sep-22		9/30/2022 9/30/2022	\$ 1,697.63	District management	107440
UMB	929184		9/14/2022 9/14/2022	\$ 3,000.00	Paying Agent Fees	207591
UNCC	222091112		9/30/2022 9/30/2022	\$ 15.60	Locates	107802
Xcel Energy	797511639		9/23/2022 10/14/2022	\$ 47.54	Utilities	107635

\$32,776.99

**Park 70 Metropolitan District
October-22**

	General	Debt	Capital	Totals
Disbursements	\$ 17,950.45	\$ 3,000.00		\$ 20,950.45
Xcel - Auto Pay	\$ 47.54	\$ -	\$ -	\$ 47.54
Aurora Water - Auto Pay	\$ 11,779.00	\$ -	\$ -	\$ 11,779.00
Total Disbursements from Checking	\$ 29,776.99	\$ 3,000.00	\$ -	\$ 32,776.99

Ken Musso
ASSESSOR



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
PHONE 720.523.6038
FAX 720.523.6037
www.adcogov.org

AUG 25 2022

August 25, 2022

PARK 70 METRO DISTRICT
SPECIAL DISTRICT MANAGEMENT SERVICES INC
Attn: ANN E FINN
141 UNION BLVD STE 150
LAKEWOOD CO 80228-1898

To ANN E FINN:

Enclosed is the 2022 preliminary valuation. This valuation along with all other statutory requirements is on the enclosed form. A final certification of value will be sent out on or before December 10, 2022.

This value is subject to change by the County Board of Equalization, Board of Assessment Appeals and the State Board of Equalization as provided by law.

Sincerely,



Ken Musso
Adams County Assessor
KM/rmb

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

Name of Jurisdiction: **224 - PARK 70 METRO DISTRICT**

IN ADAMS COUNTY ON 8/25/2022

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2022 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$106,020,800
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$115,198,910
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$115,198,910
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD ## OR LAND (29-1-301(1)(b) C.R.S.):	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(l)(B) C.R.S.):	\$13,754.79

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'LABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2022 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2022

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$320,788,516
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
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NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2022

IN ACCORDANCE WITH 39-5-128(1.5) C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$18,488
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** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.

PARK 70 METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR YEAR ENDING DECEMBER 31, 2023

**PARK 70 METROPOLITAN DISTRICT
SUMMARY
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

10/10/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 5,078,691	\$ 5,934,063	\$ 6,001,324	\$ 6,001,324	\$ 7,156,324
REVENUES					
Property taxes	2,889,692	3,233,634	3,220,880	3,233,634	3,513,567
Specific ownership taxes	227,458	233,776	86,261	233,776	254,014
Net investment income	1,708	13,027	17,984	31,700	43,507
Property taxes - ARTA	94,744	106,021	105,603	106,021	115,199
Other revenue	2,374	-	-	-	-
Total revenues	<u>3,215,976</u>	<u>3,586,458</u>	<u>3,430,728</u>	<u>3,605,131</u>	<u>3,926,287</u>
Total funds available	<u>8,294,667</u>	<u>9,520,521</u>	<u>9,432,052</u>	<u>9,606,455</u>	<u>11,082,611</u>
EXPENDITURES					
General Fund	202,725	377,000	108,006	305,644	393,000
Debt Service Fund	2,090,618	2,147,500	922,705	2,144,487	2,160,000
Capital Projects Fund	-	1,476,119	-	-	1,489,481
Total expenditures	<u>2,293,343</u>	<u>4,000,619</u>	<u>1,030,711</u>	<u>2,450,131</u>	<u>4,042,481</u>
Total expenditures and transfers out requiring appropriation	<u>2,293,343</u>	<u>4,000,619</u>	<u>1,030,711</u>	<u>2,450,131</u>	<u>4,042,481</u>
ENDING FUND BALANCES	<u>\$ 6,001,324</u>	<u>\$ 5,519,902</u>	<u>\$ 8,401,341</u>	<u>\$ 7,156,324</u>	<u>\$ 7,040,130</u>
EMERGENCY RESERVE	15,300	17,200	17,200	17,200	18,700
TOTAL RESERVE	<u>\$ 15,300</u>	<u>\$ 17,200</u>	<u>\$ 17,200</u>	<u>\$ 17,200</u>	<u>\$ 18,700</u>

No assurance provided. See summary of significant assumptions.

**PARK 70 METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

10/10/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/22	ESTIMATED 2022	BUDGET 2023
ASSESSED VALUATION					
Commercial	\$ 72,632,940	\$ 90,317,820	\$ 90,317,820	\$ 90,317,820	\$ 93,024,680
Agricultural	1,810	1,730	1,730	1,730	1,560
State assessed - Real	390	420	420	420	2,110
Vacant land	1,196,160	150	150	150	150
Personal property	20,988,800	15,700,680	15,700,680	15,700,680	22,170,410
Certified Assessed Value	<u>94,820,100</u>	<u>106,020,800</u>	<u>106,020,800</u>	<u>106,020,800</u>	<u>115,198,910</u>
MILL LEVY					
General	5.000	5.000	5.000	5.000	5.000
Debt Service	25.500	25.500	25.500	25.500	25.500
ARI	1.000	1.000	1.000	1.000	1.000
Total mill levy	<u>31.500</u>	<u>31.500</u>	<u>31.500</u>	<u>31.500</u>	<u>31.500</u>
PROPERTY TAXES					
General	474,101	530,104	530,104	530,104	575,995
Debt Service	2,417,913	2,703,530	2,703,530	2,703,530	2,937,572
ARI	94,820	106,021	106,021	106,021	115,199
Levied property taxes	2,986,834	3,339,655	3,339,655	3,339,655	3,628,766
Adjustments to actual/rounding	(2,398)	-	(13,172)	-	-
Budgeted property taxes	<u>\$ 2,984,436</u>	<u>\$ 3,339,655</u>	<u>\$ 3,326,483</u>	<u>\$ 3,339,655</u>	<u>\$ 3,628,766</u>
BUDGETED PROPERTY TAXES					
General	473,720	530,104	528,013	530,104	575,995
Debt Service	2,415,972	2,703,530	2,692,867	2,703,530	2,937,572
ARI	94,744	106,021	105,603	106,021	115,199
	<u>\$ 2,984,436</u>	<u>\$ 3,339,655</u>	<u>\$ 3,326,483</u>	<u>\$ 3,339,655</u>	<u>\$ 3,628,766</u>

No assurance provided. See summary of significant assumptions.

**PARK 70 METROPOLITAN DISTRICT
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

10/10/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 1,625,914	\$ 1,883,662	\$ 1,933,856	\$ 1,933,856	\$ 2,202,623
REVENUES					
106320 Property taxes	473,720	530,104	528,013	530,104	575,995
106340 Specific ownership taxes	36,104	37,107	13,692	37,107	40,320
106360 Net investment income	736	4,500	5,760	7,200	5,507
106500 Other revenue	107	-	-	-	-
Total revenues	<u>510,667</u>	<u>571,711</u>	<u>547,465</u>	<u>574,411</u>	<u>621,822</u>
Total funds available	<u>2,136,581</u>	<u>2,455,373</u>	<u>2,481,321</u>	<u>2,508,267</u>	<u>2,824,445</u>
EXPENDITURES					
General and administrative					
107000 Accounting	26,554	28,000	11,166	28,000	32,000
107020 Audit	4,200	5,000	-	4,600	5,500
107200 County Treasurer's fee	7,110	7,952	7,921	7,952	8,640
107250 Director fees	-	200	-	-	-
107470 Dues and Membership	589	600	577	577	600
107360 Insurance and bonds	5,864	6,000	6,944	6,944	8,000
107440 District management	23,553	28,000	14,007	28,000	30,400
107460 Legal services	9,958	30,000	8,925	20,000	28,000
107480 Miscellaneous	87	2,500	-	1,500	2,500
107490 Banking fees	222	250	37	74	250
107580 Payroll taxes	-	15	-	-	-
107581 Election expense	-	5,000	1,434	2,000	5,000
107802 Locates	501	3,000	802	1,500	2,500
107890 Contingency	-	16,483	-	16,483	18,610
Operations and maintenance					
107585 Landscaping	33,286	52,000	19,340	40,000	52,000
107587 Signage	-	1,000	-	1,000	1,000
107600 Landscaping maintenance	5,239	-	-	1,000	1,000
107804 Tree replacement & care	-	75,000	20,425	75,000	75,000
107615 Pest control	402	5,000	125	2,500	6,000
107635 Utilities	72,352	75,000	8,284	50,000	75,000
107800 Detention pond maintenance	-	15,000	-	-	15,000
107601 Landscaping maintenance - floral	4,115	6,000	3,514	3,514	6,000
107620 Repairs and maintenance	2,400	-	-	-	5,000
107630 Snowplowing and sweeping	6,293	15,000	4,505	15,000	15,000
Total expenditures	<u>202,725</u>	<u>377,000</u>	<u>108,006</u>	<u>305,644</u>	<u>393,000</u>
Total expenditures and transfers out requiring appropriation	<u>202,725</u>	<u>377,000</u>	<u>108,006</u>	<u>305,644</u>	<u>393,000</u>
ENDING FUND BALANCE	<u>\$ 1,933,856</u>	<u>\$ 2,078,373</u>	<u>\$ 2,373,315</u>	<u>\$ 2,202,623</u>	<u>\$ 2,431,445</u>
EMERGENCY RESERVE	15,300	17,200	17,200	17,200	18,700
TOTAL RESERVE	<u>\$ 15,300</u>	<u>\$ 17,200</u>	<u>\$ 17,200</u>	<u>\$ 17,200</u>	<u>\$ 18,700</u>

No assurance provided. See summary of significant assumptions.

**PARK 70 METROPOLITAN DISTRICT
DEBT SERVICE FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

10/10/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 1,978,258	\$ 2,575,282	\$ 2,592,487	\$ 2,592,487	\$ 3,472,220
REVENUES					
Property taxes	2,415,972	2,703,530	2,692,867	2,703,530	2,937,572
Specific ownership taxes	191,354	196,669	72,569	196,669	213,694
Property taxes - ARTA	94,744	106,021	105,603	106,021	115,199
Net investment income	510	7,527	9,004	18,000	30,000
Other revenue	2,267	-	-	-	-
Total revenues	<u>2,704,847</u>	<u>3,013,747</u>	<u>2,880,043</u>	<u>3,024,220</u>	<u>3,296,465</u>
Total funds available	<u>4,683,105</u>	<u>5,589,029</u>	<u>5,472,530</u>	<u>5,616,707</u>	<u>6,768,685</u>
EXPENDITURES					
General and administrative					
County Treasurer's fee	36,261	40,553	40,396	40,553	44,064
Miscellaneous	-	-	-	-	-
Paying agent fees	6,500	6,500	3,500	6,500	6,500
ARTA reimbursement	93,322	104,036	104,019	104,431	113,471
County Treasurer's fees - ARTA	1,422	1,590	1,584	1,590	1,728
Contingency	-	3,408	-	-	2,874
Debt Service					
Bond interest - Series 2016	766,600	762,500	381,250	762,500	751,250
Bond interest - Series 2019	791,513	783,913	391,956	783,913	775,113
Bond principal - Series 2016	205,000	225,000	-	225,000	235,000
Bond principal - Series 2019	190,000	220,000	-	220,000	230,000
Total expenditures	<u>2,090,618</u>	<u>2,147,500</u>	<u>922,705</u>	<u>2,144,487</u>	<u>2,160,000</u>
Total expenditures and transfers out requiring appropriation	<u>2,090,618</u>	<u>2,147,500</u>	<u>922,705</u>	<u>2,144,487</u>	<u>2,160,000</u>
ENDING FUND BALANCE	<u>\$ 2,592,487</u>	<u>\$ 3,441,529</u>	<u>\$ 4,549,825</u>	<u>\$ 3,472,220</u>	<u>\$ 4,608,685</u>

No assurance provided. See summary of significant assumptions.

**PARK 70 METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

10/10/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 1,474,519	\$ 1,475,119	\$ 1,474,981	\$ 1,474,981	\$ 1,481,481
REVENUES					
Net investment income	462	1,000	3,220	6,500	8,000
Total revenues	<u>462</u>	<u>1,000</u>	<u>3,220</u>	<u>6,500</u>	<u>8,000</u>
Total funds available	<u>1,474,981</u>	<u>1,476,119</u>	<u>1,478,201</u>	<u>1,481,481</u>	<u>1,489,481</u>
EXPENDITURES					
General and Administrative					
Capital Projects					
Engineering	-	15,000	-	-	15,000
Monuments	-	500,000	-	-	500,000
Construction Management Fees	-	961,119	-	-	974,481
Total expenditures	<u>-</u>	<u>1,476,119</u>	<u>-</u>	<u>-</u>	<u>1,489,481</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>1,476,119</u>	<u>-</u>	<u>-</u>	<u>1,489,481</u>
ENDING FUND BALANCE	<u>\$ 1,474,981</u>	<u>\$ -</u>	<u>\$ 1,478,201</u>	<u>\$ 1,481,481</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**PARK 70 METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District was organized on November 4, 2003 by election to provide financing for the planning, design, acquisition, construction, installation, relocation, and redevelopment of all powers of a metropolitan district as described in Colorado statutes and the Colorado Constitution except for certain limitations which have been placed upon fire protection, television relay and translation and golf course construction within the District's Amended Service Plan dated February 17, 2006. The District's service area is located entirely within the City of Aurora in Adams County, Colorado.

The District operates under the Amended and Restated Service Plan as approved by the City of Aurora on February 17, 2006.

District voters approved authorization for property taxes to be increased up to \$1,100,000 annually and taxes be increased up to \$90,000,000 annually by the imposition of a fee or fees to pay for the operations and maintenance expenditures of the District. In addition, voters approved taxes to be increased up to \$1,000,000 annually for regional improvements. Total debt authorization was approved in the amount of \$853,712,500 for the above listed facilities and operations and maintenance, \$90,000,000 for intergovernmental agreements and \$123,337,500 for refunding debt. The election provided for intergovernmental agreements as multi-fiscal year obligations and allows the District to retain all revenues without regard to the limitations contained in Article X, Section 20 of the Colorado Constitution or any other law. However, the District's Amended Service Plan stipulates that the total debt that the District will be permitted to issue will not exceed \$90,000,000, not including refunding of debt.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

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.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the Budget at the total adopted mill levy of 31.500 mills; 5.000 for general operations, 25.500 for debt service and 1.000 for the Aurora Regional Improvement (ARI) mill levy. The ARI mill levy is required pursuant to the Amended and Restated Service Plan (Service Plan). The ARI mill levy began in 2007, and pursuant to the Service

**PARK 70 METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (Continued)

Property Taxes (Continued)

Plan, will remain 1.000 mill for 20 years, through 2026, and shall be increased to 5.000 mills for the 21st through 40th year, or the date of the repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs, and for an additional 10 years, the mill levy shall be equal to the average debt service mill levy imposed by the District in the 10 years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The forecast assumes that the District's share will be equal to approximately 7.0% of the property taxes collected by the General Fund and Debt Service fund.

Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.00%.

Expenditures

Administrative and Operation Expenditures

Administrative expenditures include the services necessary to maintain the District's administrative viability such as accounting and audit, insurance, legal and management costs. Operation expenditures include the street, sidewalk and landscaping maintenance. These expenditures are based on estimates of the District's Board of Directors and consultants.

Debt Service

Principal and interest payments are provided based upon the debt amortization schedule for the Series 2016 and 2019 General Obligation Refunding and Improvement Bonds.

**PARK 70 METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases

Series 2016 Bonds

On September 28, 2016, the District issued General Obligation Refunding and Improvement Bonds. The proceeds of the Series 2016 Bonds were used in part to redeem the Series 2013 Note in the amount of \$10,244,950.42. Bond proceeds of \$8,477,462.20 will be used for a future capital improvement project. The Series 2016 Bond bears an interest rate of 5.00% and matures on December 1, 2046. Interest is payable semi-annually on June 1 and December 1, and the principal is payable annually on December 1. The Bonds maturing on and after December 1, 2036 are subject to redemption prior to maturity, at the option of the District on December 1, 2026, and on any date thereafter, upon payment of par plus accrued interest, without redemption premium. The Bonds maturing on December 1, 2036, are also subject to mandatory sinking fund redemption on December 1, 2027, and on each December 1 thereafter prior to the maturity date, upon payment of par and accrued interest, without redemption premium.

The Bonds are secured by and payable from the Pledged Revenue consisting of 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 moneys which the District determines, in its absolute discretion, to credit to the Bond Fund.

Series 2019 Bonds

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.

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.

The district has no operating or capital leases.

**PARK 70 METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserve Funds

Emergency Reserve

The District has provided for an Emergency Reserve equal to at least 3% of the fiscal year spending as defined under TABOR.

This information is an integral part of the accompanying forecasted budget.

**PARK 70 METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

\$16,260,000.00

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 5.00%

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	235,000	751,250	986,250
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
	<u>\$ 15,025,000</u>	<u>\$ 11,709,750</u>	<u>\$ 26,734,750</u>

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**PARK 70 METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

\$19,300,000.00

General Obligation Refunding and Improvement Bonds, Series 2019

Dated January 23, 2019

Principal Due December 1

Interest Due June 1 and December 1

Interest at 4.00%

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	230,000	775,113	1,005,113
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
	<u>\$ 18,545,000</u>	<u>\$ 13,567,600</u>	<u>\$ 32,112,600</u>

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

RESOLUTION NO. 2022 – 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PARK 70 METROPOLITAN DISTRICT
TO ADOPT THE 2023 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Park 70 Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2023 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2022, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 8, 2022, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Park 70 Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Park 70 Metropolitan District for the 2023 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 8TH day of NOVEMBER, 2022.

Secretary

(SEAL)

EXHIBIT A
(Budget)

I, Ann Finn, hereby certify that I am the duly appointed Secretary of the Park 70 Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2023, duly adopted at a meeting of the Board of Directors of the Park 70 Metropolitan District held on November 8, 2022.

By: _____
Secretary

RESOLUTION NO. 2022 - 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PARK 70 METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Park 70 Metropolitan District (“District”) has adopted the 2023 annual budget in accordance with the Local Government Budget Law on November 8, 2022; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2023 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for contractual obligation expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Park 70 Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That for the purposes of meeting all contractual obligation expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

4. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of Adams County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 8th day of November, 2022.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)



CliftonLarsonAllen LLP
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Greenwood Village, CO 80111
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Special Districts Preparation SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and PARK 70 METROPOLITAN DISTRICT (“you” and “your”). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Jason Carroll, CPA is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed development fee records
 - Process accounts payable including the preparation and issuance of checks for approval by the Board of Directors.
 - Prepare billings, record billings, enter cash receipts, and track revenues
 - Reconcile certain accounts regularly and prepare journal entries
 - Prepare depreciation schedules

- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the district’s cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district’s board of directors.
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district’s board of directors in monitoring actual expenditures against appropriation/budget.
- Oversee investment of district funds based on investment policies established by the board of directors, but in any case, in accordance with State law.
- Research and make recommendations to the board of directors on financial investments and cash management matters, as requested.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district’s auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors’ review and approval.
- Read supporting documentation related to the district’s acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements’ requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.
- Attend board meetings as requested.
- Be available during the year to consult with you on any accounting matters related to the district.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors.
- Develop and track key business metrics as requested and review periodically with the board of directors.

- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report and manage cash flows
- Assist with bank communications.
- Perform other non-attest services.

Compilation services

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

Preparation services – financial statements

We will prepare the monthly/quarterly/as requested financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services – annual

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district’s auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management’s knowledge and belief, the entity’s expected financial position, results of operations, and cash flows for the forecast period. It is based on management’s assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a. Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b. As requested, apply accounting and financial reporting expertise to assist you in the presentation of your monthly/quarterly/as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c. Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d. Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e. If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f. If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any

wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement.

No assurance statements

The monthly/quarterly/as requested financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: "No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances – governmental funds have been omitted if applicable, For business type activities, the Statement of Cash Flows has been omitted".

If an audit is required, the year-end financial statements prepared for use by the district's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed

by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b. The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c. The presentation of the supplementary information.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h. To provide us with the following:
 - i. Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
 - ii. Additional information that may be requested for the purpose of the engagement.
 - iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the Board Treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

Use of financial statements, the annual budget, the Application for Exemption from Audit

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in black ink that reads "Jason Carroll". The signature is written in a cursive, flowing style.

Jason Carroll, CPA
Principal
Jason.Carroll@CLAconnect.com

APPROVED:

Signature

Title

Date

RESOLUTION NO. 2022-11-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
PARK 70 METROPOLITAN DISTRICT
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 2, 2023**

A. The term of the office to which Director Katie Kier has previously been appointed expires upon her re-election, or the election of her successor at the Election, and upon such successor taking office.

B. Four (4) vacancies currently exist on the Board of Directors of the District.

C. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect two (2) Directors to serve until the next regular election, to occur May 6, 2025, and two (2) Directors to serve until the second regular election, to occur May 4, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Park 70 Metropolitan District (the “**District**”) of the County of Adams, Colorado:

1. Date and Time of Election. The Election shall be held on May 2, 2023, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, two (2) Directors shall be elected to serve until the next regular election, to occur May 6, 2025, and two (2) Directors shall be elected to serve until the second regular election, to occur May 4, 2027.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. Ann E. Finn shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Call for Nominations. The Designated Election Official shall provide Call for Nominations as required under Section 1-13.5-501, C.R.S., as applicable.

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with Ann E. Finn, the Designated Election Official of the District, c/o Special District Management Solutions, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, (303) 987-0835, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 25, 2023).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from Ann E. Finn, the Designated Election Official for the District, c/o Special District Management Solutions, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, (303) 987-0835.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on February 28, 2023, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

9. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

10. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

11. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 2, 2023]**

RESOLUTION APPROVED AND ADOPTED on November 11, 2022.

PARK 70 METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

PUBLIC WORKS DEPARTMENT



Real Property Services
15151 E. Alameda Pkwy., Suite 3200
Aurora, Colorado 80012
(303) 739-7330

NOTICE OF INTENT TO ACQUIRE

September 15, 2022

**VIA CERTIFIED MAIL
Return Receipt Requested
No. 7018-0680-0000-1192-9848**

PARK 70 METROPOLITAN DISTRICT
C/O: Ann E. Finn
141 Union Blvd., Ste. 150
Lakewood, CO 80228

RE: Project: Prologis Lift Station Improvements
Property: TCE - 1 legally described and depicted on the attached "Exhibit A."

Dear Ms. Finn

As you may be aware, the City of Aurora ("City") is proceeding with the **Prologis Lift Station Improvement Project ("Project")**. In order to construct the Project, the City will need to **acquire an Temporary Easement interest in** the property identified in Exhibit A. Temporary acquisition of **a portion of your** property is necessary to carry out the Project and serve a public purpose. This letter serves to notify you of the City's intent to acquire the needed property interests and inform you of your right to obtain an appraisal as further advised below. This notice neither affects your rights to sell, develop, or use your property in any lawful manner nor does it serve as a notice to vacate at this time.

It is estimated the value of property interests to be acquired exceeds Five Thousand Dollars. In accordance with and subject to §38-1-121 of the Colorado Revised Statutes, a copy of which is enclosed, you are entitled to employ an appraiser of your choosing to appraise the property interests to be acquired. The appraisal must be prepared using sound, fair, and recognized appraisal practices that are consistent with applicable law. Your appraiser must perform the services according to the Uniform Standards of Professional Appraisal Practice and should be familiar with eminent domain. The City is obligated to pay the reasonable cost of one appraisal done on your behalf. For payment purposes, **a copy of the appraisal and invoice must be submitted within 90 days of the date of this notice.** The City requests that one original and an invoice for your appraisal be submitted directly to:

City of Aurora
Public Works – Real Property Services
Attn: Tom Clark
15151 E. Alameda Pkwy, Suite 3200
Aurora, CO 80012

Also enclosed are the following items:


- 1) Colorado Revised Statute §38-1-121,
- 2) List of approved appraisers,

You are not obligated to use any of the appraisers on the list and the City offers no express or implied opinion or recommendation regarding same.

Please contact Tom Clark, Sr. Real Estate Specialist at (303) 739-1508 or by email at tclark@auroragov.org to further discuss this matter.

Thank you for your courtesy and cooperation.

CITY OF AURORA



Tom Clark
Sr. Real Estate Specialist
Public Works Department

EXHIBIT A
EASEMENT DESCRIPTION

A Temporary Construction Easement being in a portion of TRACT A, PROLOGIS PARK 70 SUBDIVISION FILING NO. 8, per the plat thereof recorded June 22, 2018 at Reception No. 2018000050507 in the Adams County Clerk and Recorder's Office, being in a portion of the Northeast Quarter of Section 36, Township 3 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 36, whence the Northeast Corner of said Section 36 bears N00°18'13"W a distance of 2655.73 feet, with all bearings hereon being relative thereto;

THENCE N69°16'21"W a distance of 719.18 feet to a point on the westerly line of a City of Aurora Utility Easement recorded July 10, 2015 at Reception No. 2015000055320 in the Adams County Clerk and Recorder's Office, said point also being the **POINT OF BEGINNING**;

THENCE N48°00'54"W a distance of 49.37 feet;

THENCE N09°03'28"E a distance of 159.79 feet to a point on the northerly line of said TRACT A;

THENCE S83°29'40"E along said northerly line of TRACT A a distance of 63.93 feet to the northeast corner of a City of Aurora Utility Easement recorded July 31, 2003 at Reception No. C1184761 in the Adams County Clerk and Recorder's Office;

THENCE the following two (2) courses along the westerly and southerly lines of said City of Aurora Utility Easement recorded July 31, 2003 at Reception No. C1184761:

1. S06°30'16"W a distance of 124.32 feet;
2. THENCE S83°29'41"E a distance of 48.59 feet to a point on the westerly line of said City of Aurora Utility Easement recorded July 10, 2015 at Reception No. 2015000055320;

THENCE the following two (2) courses along the westerly lines of said City of Aurora Utility Easement recorded July 10, 2015 at Reception No. 2015000055320:

1. S10°18'27"W a distance of 9.13 feet;
2. THENCE S61°40'03"W a distance of 96.04 feet to the **POINT OF BEGINNING**.

Containing 13,142 square feet (0.302 Acres), more or less.

The unit of measurement used in this description is U.S. Survey Feet.


Jacob Stone, PLS 38149

Date: August 21, 2022

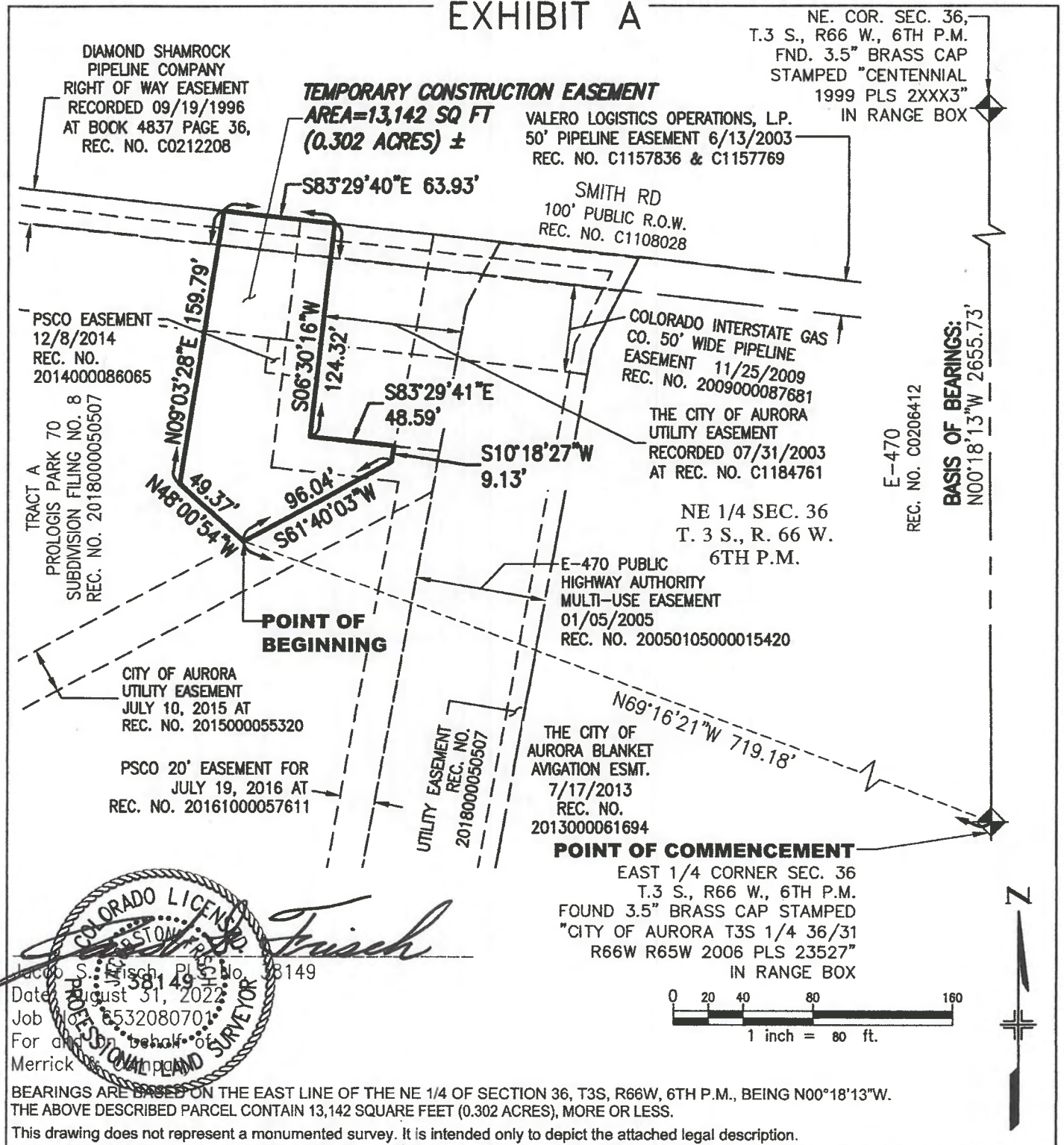
Job No.: 2528038149

For and on behalf of Merrick & Company

5970 Greenwood Plaza Blvd Greenwood Village, CO 80111

303-751-0741 FAX 303-751-2581

ILLUSTRATION FOR
EXHIBIT A



PROLOGIS PARK 70
SUBDIVISION FILING NO. 8
REC. NO. 2018000050507

DIAMOND SHAMROCK PIPELINE COMPANY
RIGHT OF WAY EASEMENT
RECORDED 09/19/1996
AT BOOK 4837 PAGE 36,
REC. NO. C0212208

VALERO LOGISTICS OPERATIONS, LP.
50' PIPELINE EASEMENT 6/13/2003
REC. NO. C1157836 & C1157769

COLORADO INTERSTATE GAS CO.
50' WIDE PIPELINE EASEMENT 11/25/2009
REC. NO. 2009000087681

THE CITY OF AURORA
UTILITY EASEMENT
RECORDED 07/31/2003
AT REC. NO. C1184761

E-470 PUBLIC HIGHWAY AUTHORITY
MULTI-USE EASEMENT
01/05/2005
REC. NO. 20050105000015420

THE CITY OF AURORA
BLANKET AVIGATION ESMT.
7/17/2013
REC. NO. 2013000061694

SMITH RD
100' PUBLIC R.O.W.
REC. NO. C1108028

PSCO EASEMENT
12/8/2014
REC. NO. 2014000086065

PSCO 20' EASEMENT FOR
JULY 19, 2016 AT
REC. NO. 20161000057611

CITY OF AURORA
UTILITY EASEMENT
JULY 10, 2015 AT
REC. NO. 2015000055320

UTILITY EASEMENT
REC. NO. 2018000050507

POINT OF BEGINNING

POINT OF COMMENCEMENT
EAST 1/4 CORNER SEC. 36
T.3 S., R66 W., 6TH P.M.
FOUND 3.5" BRASS CAP STAMPED
"CITY OF AURORA T3S 1/4 36/31
R66W R65W 2006 PLS 23527"
IN RANGE BOX

NE. COR. SEC. 36,
T.3 S., R66 W., 6TH P.M.
FND. 3.5" BRASS CAP
STAMPED "CENTENNIAL
1999 PLS 2XXX3"
IN RANGE BOX

E-470
REC. NO. C0206412

BASIS OF BEARINGS:
N00°18'13"W 2655.73'

SCALE:
1 inch = 80 ft.

CO. LAND SURVEYOR
Jacob S. Frisch, PLS No. 38149
Date August 31, 2022
Job No. 6532080701
For and on behalf of Merrick

BEARINGS ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 36, T3S, R66W, 6TH P.M., BEING N00°18'13"W. THE ABOVE DESCRIBED PARCEL CONTAIN 13,142 SQUARE FEET (0.302 ACRES), MORE OR LESS.
This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO			TEMPORARY CONSTRUCTION EASEMENT SITUATED IN A PORTION OF TRACT A, PROLOGIS PARK 70 FILING NO. 8, RECEPTION NUMBER 2018000050507, BEING IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO
DRAWN BY: EGL	SCALE: 1"=80'	R.O.W. FILE NUMBER N/A	
CHECKED BY: JSF	DATE: 08-31-22	JOB NUMBER: 6532080701	
Page 2 of 2			

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C.R.S. 38-1-121



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C.R.S. 38-1-121

Copy Citation

Statutes current through Chapter 120 of the 2021 Regular Session. The inclusion of the 2021 legislation is not final. It will be final later in 2021 after reconciliation with the official statutes, produced by the Colorado Office of Legislative Legal Services.

[Colorado Revised Statutes Annotated](#) [Title 38. Property - Real and Personal \(§§ 38-1-101 – 38-53-110\)](#) [Eminent Domain \(Arts. 1 – 7\)](#) [Article 1. Proceedings \(Pts. 1 – 2\)](#) [Part 1. Proceedings - Requirements and Limitations - Determination of Just Compensation \(§§ 38-1-101 – 38-1-122\)](#)

38-1-121. Appraisals - negotiations

(1) As soon as a condemning authority determines that it intends to acquire an interest in property, it shall give notice of such intent, together with a description of the property interest to be acquired, to anyone having an interest of record in the property involved. If the property has an estimated value of five thousand dollars or more, such notice shall advise that the condemning authority shall pay the reasonable costs of an appraisal pursuant to subsection (2) of this section. Such notice, however, need not be given to any of such persons who cannot be found by the condemning authority upon the exercise of due diligence. Upon receipt of such notice, such persons may employ an appraiser of their choosing to appraise the property interest to be acquired. Such appraisal shall be made using sound, fair, and recognized appraisal practices which are consistent with law. The value of the land or property actually taken shall be the fair market value thereof. Within ninety days of the date of such notice, such persons may submit to the condemning authority a copy of such appraisal. The condemning authority immediately upon receipt thereof shall submit to such persons copies of its appraisals. If the property interest is being acquired in relation to a federal aid project, then the appraisals submitted by the condemning authority shall be those which have been approved by it pursuant to applicable statutes and regulations, if such approval is required. All of these appraisals may be used by the parties to negotiate in good faith for the acquisition of the property interest. but neither the condemnina authority nor

658 P.2d 280 (Colo. App. 1982).

This section does not apply to the award of costs pursuant to C.R.C.P. 54(d).City of Colo. Springs v. Berl, 658 P.2d 280 (Colo. App. 1982).

When costs of appraisals are litigation expenses.If the owner chooses not to submit appraisals prior to trial, but does so as evidence during trial, the costs of the

appraisals of real property are correctly viewed as expenses necessarily incurred by reason of the litigation. City of Colo. Springs v. Berl, 658 P.2d 280 (Colo. App. 1982).

Amount offered by county not dispositive of lack of good faith attempt to negotiatewhere efforts by county were thwarted by lack of response from the landowners. Bd. of County Comm'rs v. Blosser, 844 P.2d 1237 (Colo. App. 1992).

Property interests contemplated by subsection (3) are limited to recorded interests.City & County of Denver v. Eat Out, Inc., 75 P.3d 1141 (Colo. App. 2003).

Colorado Revised Statutes Annotated

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CDOT Qualified Appraisers




COLORADO
Department of Transportation

April 5, 2021

DISCLAIMER This is the Colorado Department of Transportation's list of qualified eminent domain appraisers. A property owner is not required to use an appraiser from this list. Appraiser qualifications vary. The appraisers listed here have met minimum qualifications to perform eminent domain appraisal for CDOT. **CDOT encourages that due diligence be practiced by anyone using this list, including verification of an appraiser's current license details on the Colorado Department of Regulatory Agency** [License Lookup](#). CDOT does not warrant experience level or capability for specific appraisal services by these listed real estate appraisers. There might be other qualified eminent domain appraisers who are not on this list. An appraiser may apply to be included on this list by contacting CDOT Right-of-Way Appraisal Program at 303-757-9335 or instruction can be found [here](#).

APPRAISERS LISTED BY LAST NAME ALPHA					Sort List by City				
Last	First (or "Go By")	Designation(s)	Business Name	Business Address	City/State/Zip Code	Telephone	License #	E-mail	
Aten	Robert		Allen & Associates	1005 East Second Avenue	Durango CO 81301	970.247.2255 x1	CG1313435	boballen@aliendurango.com	
Axton	Alan		Axton Realty Consulting	5021 W. 23rd St.	Greeley CO 80634	970.352.1115	CG1313913	aaaxton@gmail.com	
Bittel	James (Jim)		EastWest Econometrics	3210 S Lincoln St	Englewood, CO 80113	303-619-1822 602-663-0076	CG1315404	jamesbittel@eastwesteconometrics.com	
Buchan	Bruce	MAI	Bruce D. Buchan, MAI	4346 South Quail Street	Littleton CO 80127	303.674.6587	CG1313128	bruce@bdtmtn.com	
Bush	William (Bill)	MAI	Axis Real Estate Consultants, LLC	1056 Detroit St.	Denver CO 80206	720.339.4523	CG40042987	bill@axvalue.com	
Butler	R. Arnold	MAI	Arne Butler & Company	300 Main Street Suite 301	Grand Junction CO 81501	970.241.2716	CG1313160	arne@arnebutler.com	
Carpenter	Jerry	MAI, SRA	Jerry W. Carpenter, Certified General Appraiser	6763 Wild Rose Lane	Evergreen CO 80439	720.323.4911	CG40005648	jcarnp009@aol.com	
Cichello	Anthony (Tony)	MAI	Anthony D. Cichello	PO Box 7876	Colorado Springs CO 80933-7876	719.599.5077	CG1313424	amc.cs@comcast.net	
Dean, Jr.	Robert (Bob)	MAI	The Rothweiler Group, Inc.	4770 Baseline Road Suite 200	Boulder CO 80303	720.598.3044 303.440.6100	CG1313670	bob@rqiappraisal.com	
Earley	Michael	MAI, SRA	Earley & Associates	27911 Alabraska Lane	Evergreen CO 80439	303.917.2558	CG1313447	mearely50@gmail.com	
Federer	Mark	MAI	Pinnacle Valuation & Consulting LLC	1350 Independence Street, Suite 301	Lakewood CO 80215	303.746.6091	CG40025114	mark@pinnaclevc.com	
Foster	Sue Anne	MAI, SRA	Foster Valuation Company, LLC	810 54th Avenue, Suite 210	Greeley CO 80634	970.352.1117	CG1313586	sue@fosterval.com	
Foster	W. West (West)	MAI, AI-GRS, CRE, SR/WA	Foster Valuation Company, LLC	810 54th Avenue, Suite 210	Greeley CO 80634	970.352.1117	CG1795	west@fosterval.com	
Gazvoda	Ron	MAI	Gazvoda & Associates	8760 W. Ohio Place	Lakewood CO 80226	303.989.5550	CG40014656	ron_gazvoda@gmail.com	
Gerken	Gregory	MAI, AI-GRS	Hegarty & Gerken, Inc.	1720 South Bellaire Street, Suite 806	Denver CO 80222	303.757.3801 x3	CG1315799	greg@hndgaappraisers.com	
Harman	Robert	SRA	Metropolitan Appraisers, Inc.	3534 South Lincoln Street	Englewood CO 80113	303.761.5113	CG1313127	bharman@metroappis.com	
Hazlett	Nancy		Nancy R. Hazlett	8 Crownbridge Court	Pueblo CO 81001	719.248.4914	CG1321670	Hazlett5017@comcast.net	
Hegarty	Charles	MAI, AI-GRS	Hegarty & Gerken, Inc.	1720 South Bellaire Street, Suite 806	Denver CO 80222	303.757.3801 x2	CG1313146	charles@hndgaappraisers.com	
James	William	MAI, CCM	James Real Estate Services, Inc.	90 Madison Street, Suite 403	Denver CO 80206-5413	303.316.6768	CG1313126	wjames@jres.com	
Katsaros	Basil	MAI, SRA	WestTerra, Inc.	720 Kipling St., Suite 110	Lakewood CO 80215	303.839.1002	CG1313311	basil@westterra.com	
Kilty	David	MAI, SRA	Kilty & Company	6750 DTC Parkway, Suite 110	Greenwood Village CO 80111	303.757.0980	CG1313930	david@kilty.co	
Koehler	Kristopher		Endeavor Realty LLC	454 County Road 25	Divide CO 80814	815.715.0370	CG200001086	kkoebler78@gmail.com	
Koloskus	Christopher		WestTerra, Inc.	720 Kipling St., Suite 110	Lakewood CO 80215	303.839.1002	CG1313671	cpk@westterra.com	
Lengel	Jonathan	MAI	J. S. Lengel and Associates, Inc.	575 Willowstone Place (PO Box 2082)	Gypsum CO 81632 (Eagle CO 81631)	970.328.7337	CG1313125	zconny@netscape.net	
Love	Maggie	MAI	William B. Love Appraisals, Inc.	27486 Hwy 160 East, PO Drawer C	Cortez CO 81321	970.565.8578	CG1753	magdie@loveappraisals.net	
McCarty	Kevin		McCarty Land & Water Valuation, Inc.	310 Mountain Ave., Suite C	Berthoud CO 80513	970.635.0900 970-581-1953	CG1319902	kevin@mcartylw.com	
McCloud	Harold	MAI, AI-GRS	McCloud & Associates	PO Box 295	Parker CO 80134	720.747.4710	CG1313633	hdmcloud@comcast.net	
McHenry	Scott	MAI	Alesco Appraisal Inc.	3443 S. Ivanhoe Way	Denver CO 80222	303.591.1567	CG1313620	mcscotty1@comcast.net	
McManus	Patrick		PMCApraisal	863-1/2 Main Avenue, Suite 10	Durango CO 81301	970.749.3911	CG40043741	pmcdurango@gmail.com	
Messick	J. Virginia (Virginia)	MAI, AI-GRS, CCM, SR/WA	J. Virginia Messick	1020 15th Street, No. 38E	Denver CO 80202	303.623.4908	CG1313614	ivmenb@msn.com	
Molnar	Gabe		Valbridge Property Advisors/Mountain West	23272 Two Rivers Road - Suite 101	Basalt CO 81621	970.366.0379	CG40046402	gmolnar@valbridge.com	
Morrison	Carter	MAI	National Valuation Consultants	7807 E. Peakview Ave., Suite 200	Centennial CO 80111	303.301.8002	CG1313174	cmorrison@invoic.com	
Mosier	Richard	MAI	MacTaggart & Mosier, Inc.	40 South Allison St.	Lakewood CO 80226	303.399.5815	CG1313149	rmosier@aol.com	
Muegge	Richard	MAI	Muegge & Associates Inc	1230 Pleasant View Lane	Colorado Springs CO 80921	719.597.0285	CG40011459	rich@mueggeassociates.com	
Nash	Michael	MAI, AI-GRS	Nash-Johnson Associates, Inc	4045 S. Broadway, Suite 204	Englewood CO 80113	303.761.6103	CG1313850	mnash@nashjohnson.com	
Nelson	Charles	MAI	Nelson Appraisal and Consulting LLC	2413 Washington Street Suite 100	Denver CO 80205	303.380.7985	CG1323474	cnelson@nelsonappraising.com	
Nitzkowski	Douglas	MAI, AI-GRS, SR/WA	Associated Value Consultants, Inc	11174 Ledges Road	Parker CO 80134	303.789.1006	CG1728	ddoug@avcvalue.com	
O'Callaghan	Robert	MAI	O'Callaghan & Co., Inc.	125 E. 7th Street, Suite 200	Pueblo CO 81003	719.251.1935	CG1313803	ocallea@gmail.com	
Peterson	David	AFM ARA	Peterson Appraisal Company	7586 West Jewell Avenue, Suite 204	Lakewood CO 80232	303.985.7511	CG1313898	peteappr@aol.com	
Phillips	Beverley	MAI, SRA	Value Consultants, Inc	8439 North Delbert Rd	Parker CO 80138-6705	303.841.2080	CG1313400	canasik@aol.com	
Roberts	Lisa	SRA	Roberts Appraisals	2392 Mariposa Drive	Grand Junction CO 81507	970.243.2040	CG40014244	glisroberts@gmail.com	
Roerig	Bonnie	MAI, AI-GRS	Bonnie Roerig & Associates LLC	1873 South Bellaire Street, Suite 1222	Denver CO 80222-4359	303.757.5525	CG1313395	bonnie@coloradoappraiser.net	
Rothweiler	Stephen	MAI	The Rothweiler Group, Inc.	4770 Baseline Road Suite 200	Boulder CO 80303	720-598-3043 303.440.6100	CG1313868	steve@rqiappraisal.com	
Sayer	Robert		WestTerra, Inc.	720 Kipling St Suite 110	Lakewood CO 80215	303.839.1002	CG1322383	rsd007@comcast.net	
Scott	Marcus (Marc)	MAI	Marcus B. Scott, MAI	8094 S. A lion St.	Centennial CO 80122	303.718.1822	CG1313135	marcscott@comcast.net	
Shea	Kevin	SR/WA	Kevin D. Shea	7057 Parfet Street	Arvada CO 80004	303.424.1616	CG1313389	sheakd@comcast.net	
Smith	Michael	MAI	smithval.com	800 8th Ave, Suite 135	Greeley CO 80631	970.352.1118	CG100036005	mike@smithval.com	
Snyder	Stephen	SRA, CAE	Snyder Valuation Services Inc.	582 Camino De Manana	Huachuca City, AZ 85616	303.909.9856	CG1320470	snvdrcas@yahoo.com	
Stevens	Robert (Bob)	MA, SRA	Stevens Real Estate Services	115 North 5th Street, Suite 240	Grand Junction CO 81501	970.261.4788 970.243.4888	CG1313432	bob@stevensapp.com	
Suissa	Andre	MAI	Titan Commercial Valuation	2347 S. Loveland St.	Lakewood CO 80228	956.345.3552	CG200001010	asuissa@titane.com	
Tomkinson	Stanley	MA, SRA	Stanley Tomkinson	308 Habitat Cove	Windsor CO 80550	303.709.8476	CG40016955	stantomkinson@hotmail.com	
Vallard	Konrad		HDR	1670 Broadway, Suite 3400	Denver CO 80202-4824	303.318.6299	CG40030964	konrad.vallard@hdrinc.com	
Vaughan	Jon	MA, SR/WA	CBRE Valuation & Advisory Services	3003 E. Harmony Road Suite 300	Fort Collins CO 80528	970.372.3872	CG100000631	jon.vaughan@cbre.com	
Ward	Martin	MAI, SRA	Valbridge Property Advisors	7445 E. Peakview Ave.	Centennial CO 80111	303.867.1922	CG1313454	mward@valbridge.com	
Watson	Clayton		Valbridge Property Advisors	7445 E. Peakview Ave.	Centennial CO 80111	303.867.1933	CG1316788	cwatson@valbridge.com	
Wigington	Kyle	J.D.	Kyle L. Wigington, P.C.	PO Box 88455	Colorado Springs CO 80908	719.635.9614	CG1315439	kwigington@wigingtonlaw.com	
Williams	Alan	MAI	ProView Valuation	503 N. Main St. Suite 600	Pueblo CO 81003	719.543.3323	CG1823	alan@proviewvaluation.com	

MEMORANDUM OF AGREEMENT City of Aurora, Colorado 	Project: Prologis Lift Station Improvements	
	Location/Legal: See attached "Exhibit A"	
This Agreement made on this _____ day of _____, 20____, is between the property owner, PARK 70 METROPOLITAN DISTRICT , a quasi-municipal corporation ("GRANTOR") and the CITY OF AURORA, COLORADO , a home-rule city and Colorado municipal corporation of the Counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("CITY").. The amount of money and/or compensation to be determined is full consideration for the following land described in the attached "Exhibit A" (herein after the "Property").		
Total Compensation for Temporary Construction Easement		\$ 8,542.30
TOTAL COMPENSATION (ROUNDED)		\$ 8,545.00
Other Conditions and Agreements:		
GRANTOR and CITY agree that: <ol style="list-style-type: none"> 1. this Agreement is binding upon the GRANTOR and GRANTOR'S heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees upon execution by GRANTOR; 2. this Agreement is binding upon the CITY, its successors or assigns, when executed by duly authorized representatives of the CITY; 3. Just compensation was determined by an appropriate value procedure in accord with City's real property acquisition policy and Colorado state law and regulations; 4. the compensation shall be considered payment in full for the Property; 5. the scanned or facsimile signature of any signatory to this document shall be deemed an original for all purposes. This document may be executed in identical counterparts, each of which shall be deemed a duplicate original; 6. CITY and GRANTOR agree that this memorandum, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written have been merged and integrated into this memorandum; 7. Closing shall take place at mutually agreed upon location and time 		
GRANTOR: <ol style="list-style-type: none"> 1. will be responsible for securing releases from all liens, judgments, and encumbrances to deliver unencumbered and marketable title to CITY; 2. will execute and deliver to CITY appropriate Temporary Construction Easement instrument; 3. will execute all documents as may be required CITY to convey the Temporary Construction Easement interest to the Property that are necessary; 4. will notify CITY in writing of any grants to additional easements, leases or other uses of the Property from the date of GRANTOR's execution of this Agreement through the date of transfer of the abovementioned real property interest to the CITY; 5. will notify CITY in writing if GRANTOR intends to list the Property for sale prior to closing, or before this Agreement is terminated. 		
CITY: <ol style="list-style-type: none"> 1. will prepare the Temporary Construction Easement; 2. will remit payment to GRANTOR at closing after delivery of the Temporary Construction Easement. 		
Aurora Water Catherine Schumacher, Project Engineer, Aurora Water	Date: _____	GRANTOR: Park 70 Metropolitan District, a Colorado quasi-municipal corporation By: _____ As: _____ Print: _____
City of Aurora Hector Reynoso - Real Property Manager	Date: _____	
Reviewed Legal Department Michelle Gardner – Senior Assistant City Attorney	Date: _____	
Approved: Marshall Brown – General Manager Aurora Water	Date: _____	

cc: Cynthia A. Colip, Director of Public Works

TEMPORARY CONSTRUCTION EASEMENT

The undersigned owner(s), hereinafter referred to as Grantor(s), hereby acknowledge(s) receipt from **THE CITY OF AURORA, COLORADO**, a home-rule municipal corporation, of the Counties of Adams, Arapahoe, and Douglas, State of Colorado, hereinafter referred to as "Grantee," of the sum of ONE DOLLAR (\$1.00) AND NO/100, and other good and valuable consideration, in consideration of which Grantor(s) hereby grant(s) unto said Grantee, its successors and assigns, agents, employees, contractors, subcontractors, and invitees, access, to the extent necessary to carry out the Construction Work (defined below), together with a construction easement in, over, through, along, and across the following described parcel of land, situated in the County of Adams, State of Colorado, to wit:

See EXHIBIT A wherein the description is more fully set forth. Said Exhibit A is attached hereto and incorporated herein by reference ("Premises").

Together with the right of ingress and egress over said Premises, a staging and stockpiling area, to survey, construct, reconstruct, and remove objects or structures therefrom if necessary for occupancy of the Premises in order to access and stage materials for work within the Grantee's Permanent Easement ("Construction Work").

The term of the grant of said access and construction easement shall be for a period of twelve (12) months ("Term"), commencing on the first day of construction. In any event, the herein-described grant of easement shall expire no later than December 31, 2023. Before the commencement of the designated period, the Grantor(s) hereby also grant(s) unto said Grantee, its successors and assigns, access and entry to such property. Such access and entry will be granted for the purposes including, but not limited to, surveying, delivering of construction materials, or any other activity reasonably necessitated by the Construction Work. Grantee shall be allowed to have reasonable access to and/or entry upon the Premises at reasonable intervals to conduct the Construction Work.

Upon the lapse of said Term, this access and construction easement, together with the right, privilege and authority to construct, reconstruct, operate or maintain fixtures, devices or structures upon the Premises, herein granted is terminated, and the Grantor(s), their heirs, successors and assigns shall thereupon be restored to its first and former estate, free and clear of any grant or easement herein contained or any right or privilege attaching to the herein-described grant of easement. After this date, all covenants contained within the herein-described grant of easement are released and the property shall be considered free and clear of any restriction or any right or privilege attaching to the herein-described grant of easement.

Grantee shall restore, or cause to be restored, the Premises and any improvements thereon to the condition which existed immediately prior to Grantee's occupancy of the Premises, as closely as practicable.

Signed and delivered this ____ day of _____ 20____.

PARK 70 METROPOLITAN DISTRICT
a Colorado quasi-municipal corporation

BY: _____

Print Name: _____

Title: _____

STATE OF _____)

) §

COUNTY OF _____)

The above and foregoing instrument was subscribed and sworn to before me this _____ day of _____, 20____, by _____, as _____ of PARK 70 METROPOLITAN DISTRICT, a Colorado quasi-municipal corporation.

Witness my hand and official seal.

NOTARY PUBLIC

My commission expires:

Pursuant to Sec. 39-13-104, C.R.S. as amended, consideration paid for this conveyance is \$1.00

APPROVED AS TO FORM:

REVIEWED BY:

Senior Assistant City Attorney – Michelle Gardner

Aurora Water Engineering – Catherine Schumacher

Real Property Services Manager – Hector Reynoso

STATEMENT OF AUTHORITY
(Section 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named:
2. The type of entity is a:
3. The entity is formed under the laws of the State of _____.
4. The mailing address for the entity is:

5. The name and position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is:

6. The authority of the foregoing person(s) to bind the entity is not limited, or limited as follows:

7. Other matters concerning the manner in which the entity deals with interests in real property:

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed on _____, _____, 2022.

_____, a
_____.

By: _____

State of Colorado

County of _____

} ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____ as the _____ of _____, a _____ corporation.

Witness my hand and official seal.

Notary Public

My commission expires:

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	Exemption from FATCA reporting code (if any) _____
<input type="checkbox"/> Other (see instructions) ▶	<small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
or				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.


If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

MEMORANDUM OF AGREEMENT City of Aurora, Colorado		Project:	Prologis Lift Station Improvements
 <small>City of Aurora With Integrity • Commitment</small>		Location/Legal:	See attached "Exhibit A"
This Agreement made on this _____ day of _____, 20____, is between the property owner, PARK 70 METROPOLITAN DISTRICT , a quasi-municipal corporation ("GRANTOR") and the CITY OF AURORA, COLORADO , a home-rule city and Colorado municipal corporation of the Counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("CITY").. The amount of money and/or compensation to be determined is full consideration for the following land described in the attached "Exhibit A" (herein after the "Property").			
Total Compensation for Temporary Construction Easement			\$ 8,542.30
TOTAL COMPENSATION (ROUNDED)			\$ 8,545.00
Other Conditions and Agreements:			
GRANTOR and CITY agree that:			
<ol style="list-style-type: none"> 1. this Agreement is binding upon the GRANTOR and GRANTOR'S heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees upon execution by GRANTOR; 2. this Agreement is binding upon the CITY, its successors or assigns, when executed by duly authorized representatives of the CITY; 3. Just compensation was determined by an appropriate value procedure in accord with City's real property acquisition policy and Colorado state law and regulations; 4. the compensation shall be considered payment in full for the Property; 5. the scanned or facsimile signature of any signatory to this document shall be deemed an original for all purposes. This document may be executed in identical counterparts, each of which shall be deemed a duplicate original; 6. CITY and GRANTOR agree that this memorandum, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written have been merged and integrated into this memorandum; 7. Closing shall take place at mutually agreed upon location and time 			
GRANTOR:			
<ol style="list-style-type: none"> 1. will execute and deliver to CITY appropriate Temporary Construction Easement instrument; 2. will execute all documents as may be required CITY to convey the Temporary Construction Easement interest to the Property that are necessary; 3. will notify CITY in writing of any grants to additional easements, leases or other uses of the Property from the date of GRANTOR's execution of this Agreement through the date of transfer of the abovementioned real property interest to the CITY; 4. will notify CITY in writing if GRANTOR intends to list the Property for sale prior to closing, or before this Agreement is terminated. 			
CITY:			
<ol style="list-style-type: none"> 1. will prepare the Temporary Construction Easement; 2. will remit payment to GRANTOR at closing after delivery of the Temporary Construction Easement. 			
Aurora Water Catherine Schumacher, Project Engineer, Aurora Water	Date:	GRANTOR: Park 70 Metropolitan District, a Colorado quasi-municipal corporation By: _____ As: _____ Print: _____	
City of Aurora Hector Reynoso - Real Property Manager	Date:		
Reviewed Legal Department Michelle Gardner – Senior Assistant City Attorney	Date:		
Approved: Marshall Brown – General Manager Aurora Water	Date:		

cc: Cynthia A. Colip, Director of Public Works

Proposal for Extra Work at Park 70 Metro District

Property Name	Park 70 Metro District	Contact	Ann Finn
Property Address	Smith Way and E 19th Ave Aurora, CO 80019	To Billing Address	Park 70 Metro District c/o SDMSI 141 Union Ave Ste 150 Lakewood, CO 80228
Project Name	Park 70 Metro-Native weed application		
Project Description	Native weed applications		

Scope of Work

Treat the weeds in the native areas to gain better stance of native grass.

QTY	UoM/Size	Material/Description	Unit Price	Total
3.00	LUMP SUM	Spray the (2) tree lawns along Smith Rd and the other tree lawn along Smith Way, north of the Landmark signs	\$950.00	\$2,850.00

For internal use only

SO# 7927197
JOB# 400600446
Service Line 130

Total Price \$2,850.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
12570 E. 39th Ave, Denver, CO 80239 ph. (303) 288-2701 fax (303) 288-2715

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
10. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other 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 Contractor 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.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature Title **Director**

Ann Finn _____ **September 16, 2022**
Printed Name Date

BrightView Landscape Services, Inc. "Contractor"

Signature Title **Account Manager Exterior**

Paul Lorenz _____ **September 16, 2022**
Printed Name Date

Job #: 400600446
SO #: 7927197 Proposed Price: \$2,850.00

DIVERSIFIED UNDERGROUND INC.

August 1, 2022

2nd Notice of Rate Increase

Dear Valued Customer,

In the past few years, Diversified Underground has seen ever-increasing costs for supplies, fuel, etc. that has affected the cost of providing service to our customers.

Diversified Underground has always operated under the idea that we will provide top quality level service at a very competitive price. In staying true to that, we have not increased the cost of our service even though the cost of supplies & labor has dramatically changed over the last few years.

As we continue to improve our service, operations, and support to our customers, we must also manage the industry wide cost increases on raw material, labor, insurance, and fuel.

Starting August 1st, 2022, we will be increasing our rates by 20% to cover our costs of service.

We understand that a price increase is not convenient, and we want to thank you for understanding that it is necessary for us to maintain the services we provide. We continue to invest in our company, employees, and resources to make every effort to be your preferred vendor.

We greatly appreciate your loyalty and look forward to many more years serving you.

If you have any questions or concerns, please don't hesitate to contact us.

Best Regards,



Mark Allen

General Manager



2300 Cavanaugh Road
Watkins CO, 80137

PHONE: (303) 636-9999
FAX: (303) 671-8728
WEB SITE: <http://www.diversifiedunderground.com>

**SERVICE AGREEMENT FOR
2022/2023 SNOW REMOVAL SERVICES**

THIS SERVICE AGREEMENT FOR 2022/2023 SNOW REMOVAL SERVICES (“Agreement”) is entered into and effective as of the 1st day of October, 2022, by and between **PARK 70 METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **DENVER COMMERCIAL PROEPRTY SERVICES, INC.**, a Colorado corporation (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in Exhibit A hereto, attached and incorporated herein (the “Services”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is

and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.5, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.5. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid on a time and materials basis per the rate schedule as set forth in Exhibit B attached hereto, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit C ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in Exhibit B, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on May 31, 2023. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination.

(a) The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

(b) Notwithstanding any provision herein to the contrary, the Agreement shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Consultant's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; or (b) administrative dissolution (or other legal process not initiated by the Consultant dissolving the Consultant as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the "Indemnitees"), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys' fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least "A:XIII" by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant's cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers' Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers' Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

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

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

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

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

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

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

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

To District: Park 70 Metropolitan District
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228
Phone: (303) 987-0835
Email: afinn@sdmsi.com
Attn: Ann Finn

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: (303) 592-4380
Email: legalnotices@specialdistrictlaw.com

To Consultant: Denver Commercial Property Services, Inc.
6245 Clermont St.
Commerce City, CO 80022
Phone: (303) 987-0436
Email: matt.harmon@denvercps.com
Attn: Matt Harmon

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

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

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

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

CAITLIN RENE WAGNER
Notary Public
State of Colorado
Notary ID # 20204037676
My Commission Expires 10-28-2024

Consultant:
DENVER COMMERCIAL PROPERTY
SERVICES, INC.

By: Tony Ortiz
Its: Authorized Signatory

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 7th day of September, 2022, by Tony Ortiz, as Director of operations of Denver Commercial Property Services, Inc.

Witness my hand and official seal.

My commission expires: 10-28-24

Caitlin Wagner
Notary Public

District:
PARK 70 METROPOLITAN DISTRICT

By: [Signature]
President

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12th day of September, 2022, by Keiffer Garton, as President of Park 70 Metropolitan District.

Witness my hand and official seal.

My commission expires: 10/05/2023

GRACIELA COMPEAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034007003
MY COMMISSION EXPIRES 06/05/2023

Graciela Compean
Notary Public

EXHIBIT A
SCOPE OF SERVICES FOR SNOW REMOVAL SERVICES

The Consultant will provide Snow Removal Services for the District, in the locations on the map attached as Exhibit A-1.

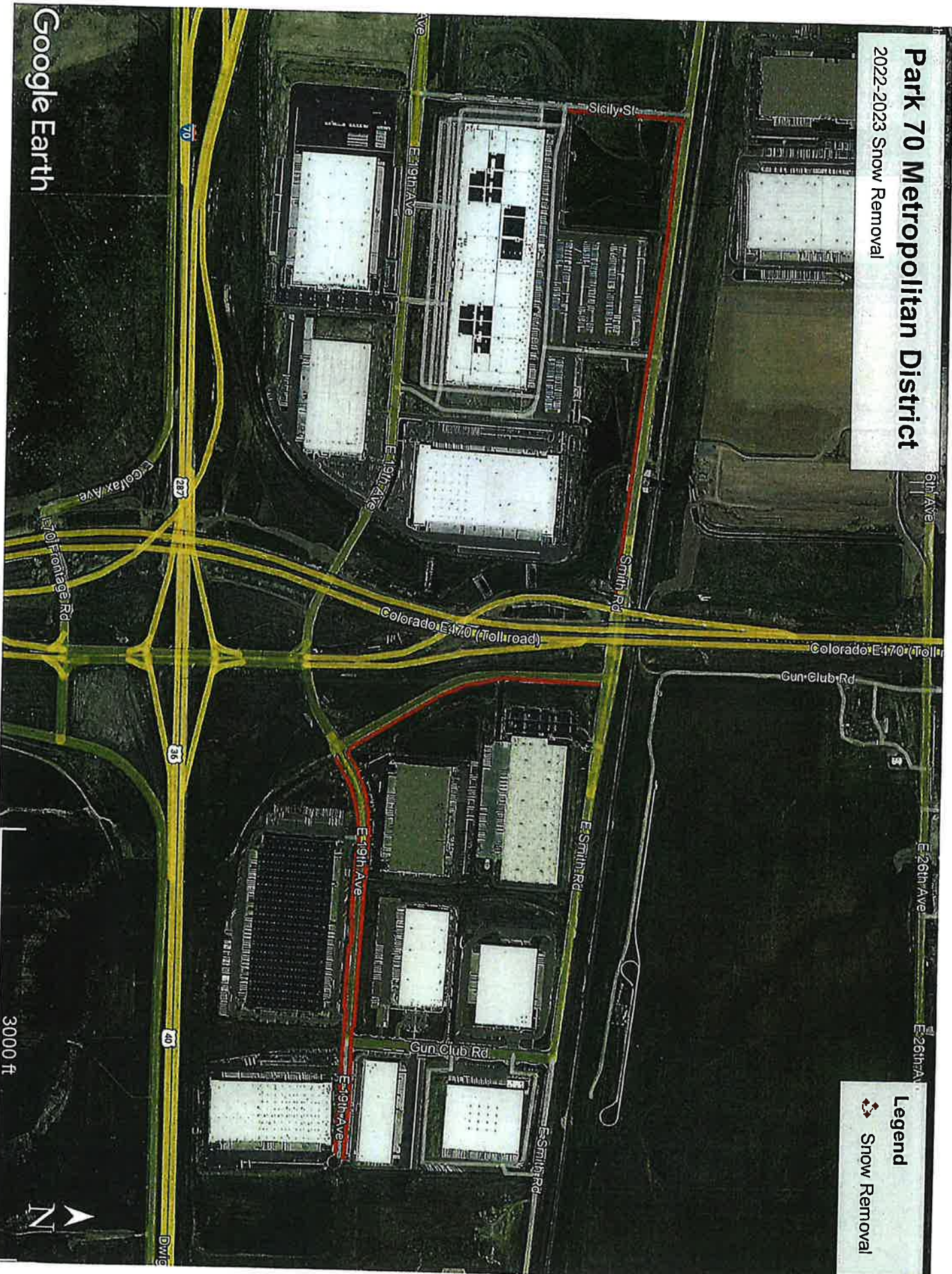
- The Consultant shall plow all main drives and parking lots and apply ice melt as directed and outlined in this agreement with (2") of accumulated snow.
- The Consultant shall remove snow from all sidewalks and apply ice melt to all sidewalks as directed and outlined in this agreement with (1") of accumulated snow.
- This agreement does not provide for the physical removal or hauling of plowed snow.
- The Consultant agrees to perform services with reasonable care and in a professional manner.
- The Consultant will alert the District of repeat hazards on the property that are caused by building drainage and freeze thaw issues. The District will be responsible for addressing these issues, and will hold the Consultant harmless for injuries, or losses due to inadequate, and unsafe drainage from downspouts.
- The District acknowledges that during a storm (i.e., while snow is still falling), it is sometimes not possible to keep all areas of the property free and clear of snow and ice.
- The District acknowledges the Consultant will not be present on the property at all times to continually monitor for potentially dangerous or unsafe conditions which may arise by reason by changing conditions of previously plowed or treated areas.
- The District understands and agrees that the services to be performed by the Consultant are limited to the services described above.
- The District will notify the Consultant of any hazardous conditions that come to exist on previously plowed or treated areas. Upon such notification of unsafe conditions, the Consultant will attempt to remediate such conditions within two hours.

EXHIBIT A-1
MAP OF SNOW REMOVAL LOCATIONS IN THE DISTRICT

Park 70 Metropolitan District

2022-2023 Snow Removal

Legend
❖ Snow Removal



Google Earth

EXHIBIT B COMPENSATION

The Consultant shall be compensated on a time and materials basis as follows:

- 4 x 4 SNOW PLOW: \$95 per hour
- 9' SNOW PLOW W/ WINGS: \$100 per hour
- DE-ICER TRUCK: \$100 per hour
- SKID STEER WITH BUCKET: \$135 per hour
- HAND SHOVEL: \$52 per hour
- SKID LOADER W/ LARGE 11' ARCTIC SECTIONAL PUSHER: \$178.25 per hour
- LIQUID DE-ICER: \$1.95 per gallon
- ICE MELT: \$0.71 per pound
- ICE SLICER: \$220 per ton
- ATV: \$80 per hour
- SNOWRATOR: \$145 per hour
- FRONT END LOADER: \$235 per hour
- SNOW BLOWER W/ OPERATOR: \$56 per hour
- SIDE BY SIDE SIDEWALKS MACHINE: \$125 per hour
- FRONT END LOADER WITH 15' ARCTIC SECTIONAL: \$245 per hour
- FRONT END LOADER WITH 18' ARCTIC SECTIONAL: \$260 per hour
- PLOW TRUCK W/ RUBBER BLADE: \$120 per hour

EXHIBIT C
FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$	Original Term: Expires _____, 20
Increase of this Change Order: \$	New Term: Expires _____, 20
Price with all Approved Change Orders: \$	Agreement Time with all Approved Change Orders:

APPROVED:	APPROVED:
By: _____	By: _____
District	Consultant

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Denver Commercial Property Services, Inc.

is a
Corporation

formed or registered on 02/08/2011 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20111081564 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/31/2022 that have been posted, and by documents delivered to this office electronically through 09/01/2022 @ 15:58:29 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/01/2022 @ 15:58:29 in accordance with applicable law. This certificate is assigned Confirmation Number 14286000 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



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

MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski
Executive Vice-President

DATE: September 2, 2022

RE: Notice of 2023 Rate Increase

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

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

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



October 15, 2022

Dear Client:

Our Firm prides itself on providing the highest level of service in the most efficient manner. In the current economic environment, we are facing increased costs in all areas of the business. In order to continue to provide consistent high-level service we have found it necessary to implement a rate increase.

In accordance with the Firm's fee engagement letter, this letter is to advise you that effective January 1, 2023, the hourly rates of selected attorneys and staff will be adjusted. Hourly rates will be as follows: Shareholders \$425 - \$550; Of Counsel \$380 - \$425; Associates \$275 - \$375; Paralegals and Directors \$225 - \$240; Law Clerks \$150; File Clerks \$30.

Commencing on January 1, 2023, we will begin charging most costs incurred on your behalf as an administrative fee equal to 1% of the legal fees charged in a given month. This fee includes such costs as long-distance telephone calls, research requiring a subscription database, in-office photocopies and faxes, ordinary postage, and messenger and delivery services, and includes a small overhead component. This fee may be adjusted with notice.

This fee is based on our historic experience, as well as client feedback, that invoices that itemize every photocopy, fax, and delivery charge are confusing. Any advances made on behalf of the client as well as major costs, such as major travel expenses, application/submittal/recording fees, election expenses, court costs, publication costs, express delivery, and conference calls and videoconferencing where a third-party provider is used, will be separately invoiced at our actual cost. If you have any questions or concerns about this change, please let us know.

We appreciate your continued trust and confidence in our Firm and look forward to representing your interests in 2023 and beyond.

Very truly yours,

McGEADY BECHER P.C.

A handwritten signature in blue ink that reads "Cheryl L. Matlosz". The signature is written in a cursive, flowing style.

Cheryl L. Matlosz
Firm Administrator