

PARK 70 METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032
<https://park70metrodistrict.com/>

NOTICE OF REGULAR MEETING AND AGENDA

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

DATE: Tuesday, November 12, 2024
TIME: 1:00 p.m.
PLACE: via Zoom

** Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (dsolin@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

Join Zoom Meeting:

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

Dial In: 1-719-359-4580

Meeting ID: 546 911 9353

Passcode: 912873

I. ADMINISTRATIVE MATTERS

A. Present disclosures of potential conflicts of interest.

B. Confirm quorum, location of meeting and posting of meeting notices. Approve agenda.

C. Review and approve the Minutes from the June 26, 2024 Special Meeting (enclosure).

D. Discuss vacancies on the Board and consider the appointment of eligible elector, Relina Dajani, to the Board of Directors of the District. (Notice of Vacancy published October 24, 2024). Administer Oath of Office.

E. Consider appointment of Officers:

President _____
 Treasurer _____
 Secretary _____
 Asst. Secretary _____

F. Discuss business to be conducted in 2025 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates and consider adoption of Resolution Establishing Regular Meeting Dates, Time, and Location, Establishing District Website and Designating Location for Posting of 24-Hour Notices (enclosure).

G. Discuss requirements of Section 32-1-809, C.R.S., and direct staff regarding compliance for 2025 (District Transparency Notice).

H. Authorize renewal of District’s insurance and Special District Association (SDA) membership for 2025.

I. Website Accessibility Discussion.

1. Establish Website Accessibility Committee or authorize District Manager to make final determinations regarding engagement and/or termination of service providers, if necessary.

II. PUBLIC COMMENTS

A. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

III. FINANCIAL MATTERS

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

Fund	Period Ending July 31, 2024	Period Ending Aug. 31, 2024	Period Ending Sept. 30, 2024	Period Ending Oct. 31, 2024
General	\$ 17,699.93	\$ 10,750.31	\$ 16,806.04	\$ 15,596.67
Debt Service	\$ -0-	\$ 3,500.00	\$ 3,000.00	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 17,699.93	\$ 14,250.31	\$ 19,806.04	\$ 15,596.67

- B. Review and accept unaudited financial statements for the period ending September 30, 2024 and Cash Position Statement dated September 30, 2024 (to be distributed).

- C. Discuss statutory requirements for an audit. Consider engagement of BiggfsKofford P.C. to prepare the 2024 Audit (enclosure).

- D. Conduct Public Hearing to consider amendment of the 2024 Budget. If necessary, consider adoption of Resolution to Amend the 2024 Budget.

- E. Conduct Public Hearing on the proposed 2025 Budget and consider adoption of Resolution to Adopt the 2025 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies (enclosures - preliminary assessed valuations, 2025 draft Budget and Resolutions).

- F. Authorize District Accountant to prepare and sign the DLG-70 Certification of Tax Levies form and Mill Levy Public Information form (“Certification”), and direct District Accountant to file the Certification with the Board of County Commissioners and other interested parties.

- G. Consider appointment of District Accountant to prepare the 2026 Budget and set date for public hearing to adopt the 2026 Budget.

- H. Review and consider approval of Special Districts Preparation Statement of Work (SOW) between the District and CliftonLarsonAllen LLP for 2025 Accounting Services (to be distributed).

IV. LEGAL MATTERS

- A. Discuss May 6, 2025 Regular Director Election and consider adoption of Resolution Calling May 6, 2025 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 28, 2025 (enclosure). Discuss the need for ballot issues and/or questions.

- B. Review and ratify approval of Change Order No. 2 to Service Agreement for Landscaping Services between the District and BrightView Landscape Services, Inc. for 2024 Landscaping Services (enclosure).

- C. Review and ratify approval of Service Agreement for Arborist & Tree Replacement Services between the District and MTJN Services LLC, d/b/a Heros Lawn Care of Southeast Denver (enclosure).
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V. CAPITAL IMPROVEMENTS

- A. Discuss capital improvement projects.
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- B. Discuss ARTA capital planning and prioritization of projects.
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VI. OPERATIONS AND MAINTENANCE

- A. Discuss proposals for 2024-2025 Snow Removal Services (to be distributed).
-

- B. Discuss proposals for 2025 Landscape Maintenance Services (to be distributed).
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VII. OTHER BUSINESS

- A. _____
-

VIII. ADJOURNMENT: **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2024.**

Informational Enclosure:

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

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
PARK 70 METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
JUNE 26, 2024**

A Special Meeting of the Board of Directors (referred to hereafter as the “**Board**”) of the Park 70 Metropolitan District was duly held on Wednesday, the 26th day of June, 2024, at 1:00 p.m. This District Board meeting was held via Zoom videoconference and was open to the public.

ATTENDANCE

Directors In Attendance Were:

Keiffer Garton, President
Katie Kier, Treasurer

Also In Attendance Were:

David Solin and Diana Garcia; Special District Management Services, Inc.
Tim O’Connor, Esq.; McGeady Becher P.C.
Lindsay Ross; CliftonLarsonAllen LLP
Anne LaPlace; Prologis (for a portion of the meeting)

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

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

**ADMINISTRATIVE
MATTERS**

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

The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, and upon motion duly made by Director Garton, seconded by Director Kier, and upon vote unanimously carried, it was determined to conduct the meeting at the above-stated date, time and location. It was further noted that notice of the time, date and location was duly posted and that no objections to the manner or any requests that the meeting place be changed by taxpaying electors within the District’s boundaries have been received.

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director Garton, seconded by Director Kier, and upon vote, unanimously carried, the Board determined that notices of meetings of the District

RECORD OF PROCEEDINGS

Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted on the District website at least 24-hours prior to each meeting. If the District is unavailable, the notices of meetings shall be posted at the following location: corner of Smith Way and 19th Avenue, Aurora, Colorado.

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

Minutes: The Board reviewed the Minutes from the November 14, 2023 Regular Meeting. Following discussion, upon motion duly made by Director Garton, seconded by Director Kier, and upon vote, unanimously carried, the Board approved the Minutes from the November 14, 2023 Regular Meeting.

PUBLIC COMMENT

There was no public comment.

FINANCIAL MATTERS

Payment of Claims: The Board considered ratifying approval of the payment of claims in the amounts and through the periods ending as follows:

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

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

Following discussion, upon motion duly made, seconded and unanimously carried, the Board ratified approval of the payment of claims.

Unaudited Financial Statements and Schedule of Cash Position: Ms. Ross reviewed the Unaudited Financial Statements for the period ending March 31, 2024 and the Schedule of Cash Position as of March 31, 2024, updated as of June 17, 2024. Following discussion, upon motion duly by Director Garton, seconded by Director Kier, and upon vote, unanimously carried, the Board accepted the Unaudited Financial Statements through the period ending March 31, 2024 and the Schedule of Cash Position as of March 31, 2024, updated as of June 17, 2024.

2023 Audit: Ms. Ross reviewed the 2023 draft Audit with the Board. Following discussion, upon motion duly made by Director Garton, seconded by Director

RECORD OF PROCEEDINGS

Kier, and upon vote, unanimously carried, the Board approved the 2023 Audit, subject to final legal review and authorized execution of the Representations Letter.

LEGAL MATTERS

Amendment(s) to the Aurora Regional Transportation Authority (“ARTA”) Establishment Agreement: The Board reviewed the Amendment(s) to the ARTA Establishment Agreement by and among HM Metropolitan District Nos. 1, 3, 4, 5, 6, 7, 8 and 9; SLC Metropolitan District Nos. 1, 2, 3 and 4; Fitzsimons Village Metropolitan District Nos. 1, 2 and 3; Harvest Crossing Metropolitan District Nos. 1, 2, 3, and 4; Sagebrush Farm Metropolitan District Nos. 1, 2, 3, 4, 5 and 6; Abilene Station Metropolitan District Nos. 1 and 2; Park 70 Metropolitan District; EastPark70 Metropolitan District; ACC Metropolitan District; Waterstone Metropolitan District Nos. 1 and 2; Bristol Metropolitan District; Aurora High Point at DIA Metropolitan District; Colorado International Center Metropolitan District Nos. 3, 4 and 5; East Bend Metropolitan District; Sky Dance Metropolitan District Nos. 1 and 2; TBC Metropolitan District; Powhaton Road Metropolitan District Nos. 8, 9, 10 and 11; MJC Metropolitan District; and Tollgate Creek Commons Metropolitan District Nos. 1 and 2.

Following discussion, upon motion duly by Director Garton, seconded by Director Kier, and upon vote, unanimously carried, the Board ratified approval of the Amendment(s) to the ARTA Establishment Agreement.

District Proposals for 2024: The Board discussed District services for 2024 and directed Mr. Solin to obtain the necessary proposals. No additional action was taken.

CAPITAL IMPROVEMENTS

Capital Improvement Projects: Director Kier provided a brief update on the capital improvement projects, noting that the approval of permit(s) is still pending.

ARTA Capital Planning: The Board discussed the ARTA Capital Planning and prioritization of projects. Director Garton requested that Mr. Solin set up a call with ARTA to discuss further. No additional action was taken.

OPERATIONS AND MAINTENANCE

Agreement with BrightView Landscaping Services, Inc. for 2024 Maintenance Services: The Board reviewed the Service Agreement with BrightView Landscaping Services, Inc. for 2024 Maintenance Services. Following discussion, upon motion duly made by Director Kier, seconded by Director Garton, and upon vote unanimously carried, the Board ratified approval of the Service Agreement with BrightView Landscaping Services, Inc. for 2024 Maintenance Services.

RECORD OF PROCEEDINGS

Change Order No. 2 Between the District and SavATree, LLC: The Board reviewed Change Order No. 2 between the District and SavATree, LLC. Following discussion, upon motion duly made by Director Kier, seconded by Director Garton, and upon vote unanimously carried, the Board ratified approval of Change Order No. 2 between the District and SavATree, LLC.

Proposal for Arborist and Tree Replacement Services: The Board reviewed the proposal from MTJN Services LLC d/b/a Heroes Lawn Care of Southeast Denver for the replacement of nine (9) trees in the amount of \$7,650.00. Following discussion, upon motion duly made by Director Kier, seconded by Director Garton, and upon vote unanimously carried, the Board approved the proposal from MTJN Services LLC d/b/a Heroes Lawn Care of Southeast Denver for Arborist and Tree Replacement Services.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RESOLUTION NO. 2024- 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 2- 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 2025 shall be held on June ___ and November __, 2025 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 12, 2024

PARK 70 METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

**Park 70 Metropolitan District
July-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Aurora Water	A038466 07/24	6/21/2024	6/21/2024	\$ 399.81	Utilities	7701	General Fund
Aurora Water	A038465 07/24	6/21/2024	6/21/2024	\$ 43.77	Utilities	7701	General Fund
Aurora Water	A038464 07/24	6/21/2024	6/21/2024	\$ 980.71	Utilities	7701	General Fund
Brightview Landscape Services	8966797	7/1/2024	7/1/2024	\$ 4,668.00	Landscaping Maintenance	7585-43179-10000	General Fund
CliftonLarsonAllen LLP	L241467492	7/12/2024	7/12/2024	\$ 4,810.19	Accounting	7000	General Fund
CliftonLarsonAllen LLP	L241394949	6/19/2024	6/19/2024	\$ 3,748.16	Accounting	7000	General Fund
Diversified Underground, Inc.	30093	6/30/2024	7/30/2024	\$ 30.00	Locates	7480-43179-10000	General Fund
McGeady Becher P.C.	690W 05/2024	5/31/2024	5/31/2024	\$ 699.11	Legal	7460	General Fund
Special District Management Services Inc.	Jun-24	6/30/2024	6/30/2024	\$ 2,270.10	District management	7440	General Fund
UNCC	224061138	6/30/2024	6/30/2024	\$ 7.74	Locates	7480-43179-10000	General Fund
Xcel Energy	883156786	6/25/2024	6/25/2024	\$ 42.34	Utilities	7701	General Fund
				\$ 17,699.93			

**Park 70 Metropolitan District
July-24**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 16,233.30			\$ 16,233.30
Aurora Water	\$ 1,424.29			\$ 1,424.29
Xcel Energy	\$ 42.34			\$ 42.34
Total Disbursements from Checking Acct	<u>\$ 17,699.93</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17,699.93</u>

**Park 70 Metropolitan District
August-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Aurora Water	A038466 08/24	7/23/2024	7/23/2024	\$ 43.77	Utilities	7701	General Fund
Aurora Water	A038465 08/24	7/23/2024	7/23/2024	\$ 43.77	Utilities	7701	General Fund
Aurora Water	A038464 08/24	7/23/2024	7/23/2024	\$ 1,171.15	Utilities	7701	General Fund
Brightview Landscape Services	9006248	8/1/2024	8/1/2024	\$ 4,668.00	Landscaping Maintenance	7585-43179-10000	General Fund
Brightview Landscape Services	6002217	8/8/2024	8/8/2024	\$ 289.38	Landscaping Maintenance	7585-43179-10000	General Fund
Brightview Landscape Services	5987613	7/25/2024	7/25/2024	\$ 289.38	Landscaping Maintenance	7585-43179-10000	General Fund
Diversified Underground, Inc.	30307	7/31/2024	8/30/2024	\$ 35.00	Locates	7480-43179-10000	General Fund
McGeady Becher P.C.	690W 06/2024	6/30/2024	6/30/2024	\$ 2,731.67	Legal	7460	General Fund
Special District Management Services Inc.	Jul-24	7/31/2024	7/31/2024	\$ 1,428.15	District management	7440	General Fund
UMB	969080	2/7/2024	2/7/2024	\$ 3,500.00	Paying agent fees	7591	Debt Service Fund
UNCC	224071136	7/31/2024	7/31/2024	\$ 9.03	Locates	7480-43179-10000	General Fund
Xcel Energy	886662274	7/22/2024	7/22/2024	\$ 41.01	Utilities	7701	General Fund
				\$ 14,250.31			

**Park 70 Metropolitan District
August-24**

	General		Debt		Capital		Totals
Disbursements	\$ 9,450.61	\$	3,500.00			\$	12,950.61
Xcel - Auto Pay	\$ 41.01					\$	41.01
Aurora Water - Auto Pay	\$ 1,258.69					\$	1,258.69
<hr/>							
Total Disbursements from Checking	\$ 10,750.31	\$	3,500.00	\$	-	\$	14,250.31

**Park 70 Metropolitan District
September-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Aurora Water	A038466 09/24	8/22/2024	8/22/2024	\$ 43.77	Utilities	7701	General Fund
Aurora Water	A038464 09/24	8/22/2024	8/22/2024	\$ 1,419.55	Utilities	7701	General Fund
Aurora Water	A038465 09/24	8/22/2024	8/22/2024	\$ 43.77	Utilities	7701	General Fund
Brightview Landscape Services	6020036	8/26/2024	8/26/2024	\$ 210.45	Landscaping Maintenance	7585-43179-10000	General Fund
Brightview Landscape Services	9045769	9/1/2024	9/1/2024	\$ 4,668.00	Landscaping Maintenance	7585-43179-10000	General Fund
Brightview Landscape Services	6035166	9/10/2024	9/10/2024	\$ 302.75	Landscaping Maintenance	7585-43179-10000	General Fund
CliftonLarsonAllen LLP	L241545960	7/31/2024	7/31/2024	\$ 1,673.92	Accounting	7000	General Fund
Diversified Underground, Inc.	30534	8/31/2024	9/30/2024	\$ 60.00	Locates	7480-43179-10000	General Fund
Heroes Lawn Care - Southeast Denver	130154	8/27/2024	9/26/2024	\$ 5,700.00	Tree Replacement & Care	7585-43179-10002	General Fund
McGeady Becher Cortese Williams P.C.	690W 07/2024	7/31/2024	7/31/2024	\$ 1,724.37	Legal	7460	General Fund
Special District Management Services Inc.	Aug-24	8/31/2024	8/31/2024	\$ 903.10	District management	7440	General Fund
UMB	987717	9/9/2024	9/9/2024	\$ 3,000.00	Paying agent fees	7591	Debt Service Fund
UNCC	224081145	8/31/2024	8/31/2024	\$ 15.48	Locates	7480-43179-10000	General Fund
Xcel Energy	891497028	8/23/2024	8/23/2024	\$ 40.88	Utilities	7701	General Fund
				\$ 19,806.04			

**Park 70 Metropolitan District
September-24**

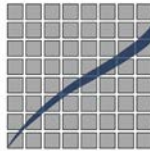
	General	Debt	Capital	Totals
Disbursements	\$ 15,258.07	\$ 3,000.00		\$ 18,258.07
Xcel - Auto Pay	\$ 40.88			\$ 40.88
Aurora Water - Auto Pay	\$ 1,507.09			\$ 1,507.09
Total Disbursements from Checking	\$ 16,806.04	\$ 3,000.00	\$ -	\$ 19,806.04

**Park 70 Metropolitan District
October-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Aurora Water	A038465	10/24	9/23/2024	9/23/2024	\$ 43.77	Utilities	7701 General Fund
Aurora Water	A038466	10/24	9/23/2024	9/23/2024	\$ 43.77	Utilities	7701 General Fund
Aurora Water	A038464	10/24	9/23/2024	9/23/2024	\$ 972.43	Utilities	7701 General Fund
Brightview Landscape Services	6051072		9/24/2024	9/24/2024	\$ 287.05	Landscaping Maintenance	7585-43179-10000 General Fund
Brightview Landscape Services	6054864		9/27/2024	9/27/2024	\$ 422.33	Landscaping Maintenance	7585-43179-10000 General Fund
Brightview Landscape Services	9085684		10/1/2024	10/1/2024	\$ 4,668.00	Landscaping Maintenance	7585-43179-10000 General Fund
CO Special Dist. Prop & Liab. Pool	25WC-60350-0361		8/7/2024	8/7/2024	\$ 450.00	Prepaid Insurance	1280 General Fund
CliftonLarsonAllen LLP	L241634893		8/31/2024	8/31/2024	\$ 2,187.74	Accounting	7000 General Fund
Diversified Underground, Inc.	30717		9/30/2024	10/30/2024	\$ 45.00	Locates	7480-43179-10000 General Fund
McGeady Becher Cortese Williams P.C.	690W 08/2024		8/31/2024	8/31/2024	\$ 516.15	Legal	7460 General Fund
Simmons & Wheeler, P.C.	36675		10/21/2023	10/21/2023	\$ 5,000.00	Auditing	7020 General Fund
Special District Management Services Inc.	Sep-24		9/30/2024	9/30/2024	\$ 913.70	District management	7440 General Fund
UNCC	224091112		9/30/2024	9/30/2024	\$ 6.45	Locates	7480-43179-10000 General Fund
Xcel Energy	895601035		9/24/2024	9/24/2024	\$ 40.28	Utilities	7701 General Fund
					\$ 15,596.67		

**Park 70 Metropolitan District
October-24**

	General	Debt	Capital	Totals
Disbursements	\$ 14,496.42	\$ -		\$ 14,496.42
Xcel - Auto Pay	\$ 40.28			\$ 40.28
Aurora Water - Auto Pay	\$ 1,059.97			\$ 1,059.97
Total Disbursements from Checking	<u>\$ 15,596.67</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 15,596.67</u>



BiggsKofford
CERTIFIED PUBLIC ACCOUNTANTS

October 18, 2024

Board of Directors
Park 70 Metropolitan District
Adams County, Colorado

We are pleased to confirm our understanding of the services we are to provide for Park 70 Metropolitan District ("District") as of and for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2024. Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- You have informed us that the MD&A will be omitted. Our report will be modified accordingly.

We have also been engaged to report on supplementary information ("SI") other than RSI that accompanies the District's financial statements, as applicable. We will subject the SI to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, and will provide an opinion on it in relation to the basic financial statements as a whole.

- Schedule(s) of revenues, expenditures, and changes in fund balances – budget and actual for governmental funds, as applicable

In connection with our audit of the basic financial statements, we will read any other information included with the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with US

GAAP; and report on the fairness of the SI referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Users of the Financial Statements

We understand that these financial statements will be used by the State of Colorado and Adams County to assist with regulatory oversight, and by management to provide assurance on the financial statements to enhance management decision-making. You agree that you will discuss the suitability of this presentation with us if you intend to submit these financial statements to other users or to any of the identified users for different purposes.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with US GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with US GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

If circumstances occur which, in our professional judgment, prevent us from completing the audit or forming opinions on the financial statements, we retain the right to withdraw from the engagement without issuing opinions or a report, as permitted by our professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your

confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance any matters related to internal control that are required to be communicated under professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with US GAAP with the oversight of those charged with governance.

Management is responsible for making drafts of the financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the

financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

With regard to including the auditor's report in an offering document, you agree that the aforementioned auditor's report, or reference to BiggsKofford, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the SI in conformity with US GAAP. You agree to include our report on the SI in any document that contains, and indicates that we have reported on, the SI. You also agree to include the audited financial statements with any presentation of the SI that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the SI in accordance with US GAAP; (2) you believe the SI, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the SI.

You agree to assume all management responsibilities for the other services listed above and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You are responsible to notify us in advance of your intent to reproduce our report for any reason, in whole or in part, and to give us the opportunity to review any printed material containing our report before its issuance. Such notification does not constitute an acknowledgement on our part of any third party's intent to rely on the financial statements. With regard to financial statements published electronically or on your internet website(s), you understand that electronic sites are a means to reproduce and distribute information. We are not required to read the information contained in your sites, or to consider the consistency of other information in the electronic site with the original document.

You agree that you will not use our firm's name or the name of an employee of the firm in a communication containing a financial presentation without the written permission of our firm. If you do use our firm name or the name of an employee of the firm in a communication containing a financial presentation, you agree to include an "accountant's report" or a "disclaimer" on the financial presentation(s) which we specify. Further, you agree to provide us with printers' proofs or masters of any document that contains our firm name or the name of an employee of the firm and a financial presentation for our review and approval before printing/publishing of the document. You also agree to provide us with a copy of the final reproduced material that contains either our firm's name and/or the name of an employee of the firm and a financial presentation for our approval before it is distributed.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you not solicit our employees to work for you. You agree that if you or your agents do hire one of our employees within three months of when they last worked for BiggsKofford, P.C., we will be due a finder's fee equal to 50% of the greater of the annual salary they were earning as of their last day of employment or their starting salary with the District. Payment will be due within 10 days of your receipt of our invoice. To ensure that our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

You understand that we provide clients with services specifically focused on identifying and addressing deficiencies in internal controls, and on searching for the existence of fraud within the entity. If you would like us to perform these services, we would be happy to discuss that opportunity with you. However, you acknowledge that those services are outside the scope of this engagement and are not included in the fees detailed below.

It is our policy to retain engagement documentation for a period of at least five years, after which time we may commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement. The balance of our engagement file, other than the compiled financial statement, which we will provide you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony related to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates for the time we expend in connection with such response, and to reimburse us for all related out-of-pocket costs incurred.

You and BiggsKofford, P.C. both agree that any dispute that may arise from this engagement will, prior to resorting to litigation, be submitted for mediation before the American Arbitration Association. Both parties further agree that any such mediation shall be administered within El Paso County, Colorado, and the results of any such mediation shall be binding upon agreement of each party to be bound. Further, both parties agree that any potential legal action between you and BiggsKofford, P.C. shall be resolved in El Paso County District Court according to Colorado law. Our engagement ends on delivery of our audit report and any claim made concerning our services will be limited to the fees charged for those services. You agree to indemnify, defend, and hold BiggsKofford and its owners, heirs, executors, personal representatives, successors, and assigns harmless from any liability and costs resulting from knowing misrepresentations by management.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all parties.

We want you to clearly understand that this type of financial statement presentation is not designed for, and should not be used for, any purpose subject to regulation by the United States Securities and Exchange Commission ("SEC") or the securities division of any state.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of BiggsKofford, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Colorado Office of the State Auditor or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BiggsKofford, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Colorado Office of the State Auditor or its designee. The Colorado Office of the State Auditor or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Chris Jorgensen is the engagement principal and is responsible for supervising the engagement and for signing the report or authorizing another individual to sign it.

Our fees for this engagement are not contingent on the results of our services. We estimate that our fees for these services will be \$6,600. You will also be billed for any travel or other out-of-pocket expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered when we begin final field work, and are payable on presentation. Any remaining balance will be due upon delivery of your financial statements. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of the termination.

This engagement letter was drafted under the assumption that CliftonLarsonAllen is the manager for the District and will draft the financial statements. In the event this is not the case, the terms of this engagement letter are subject to revision. This engagement letter is valid for 30 days from the date of this letter and is subject to revision or withdrawal if an executed copy is not received by BiggsKofford, P.C. within that timeframe.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the board of directors of the District. Circumstances may arise in which our report may differ from its expected content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, **PLEASE INITIAL EACH PAGE, SIGN THE LAST PAGE**, and return a copy to us.

Sincerely,

BiggsKofford, P.C.

BiggsKofford, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Park 70 Metropolitan District.

Officer signature: _____ Title: _____ Date: _____

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 27 2024

August 23, 2024

PARK 70 METRO DISTRICT
SPECIAL DISTRICT MANAGEMENT SERVICES INC
Attn: DAVID SOLIN
141 UNION BLVD STE 150
LAKEWOOD CO 80228

To DAVID SOLIN:

Enclosed is the 2024 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, 2024.

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,

A handwritten signature in black ink, appearing to read 'KM', with a long horizontal flourish extending to the right.

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 8/23/2024

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 2024 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$173,921,500
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$162,319,510
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$162,319,510
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)(I)(B) C.R.S.):	\$81,888.18

* 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 'TABOR' 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 2024 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2024

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$581,821,632
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

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2024

IN ACCORDANCE WITH 39-5-128(1.5)C.R.S. THE ASSESSOR PROVIDES:

HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **

\$21,196

** 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.

Data Date: 8/21/2024

**PARK 70 METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR YEAR ENDING DECEMBER 31, 2025**

**PARK 70 METROPOLITAN DISTRICT
SUMMARY
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$7,350,461	\$ 9,150,198	\$ 9,171,255	\$ 9,171,255	\$ 12,769,702
REVENUES					
Property taxes	3,333,563	5,304,606	4,997,271	5,225,416	4,950,746
Specific ownership taxes	248,298	265,230	129,295	265,230	346,552
Property Taxes - ARTA	109,297	180,704	170,234	178,006	168,650
Interest Income	471,005	431,500	296,647	431,500	432,258
Other Revenue	8,545	-	22,177	22,177	-
Total revenues	<u>4,170,708</u>	<u>6,182,040</u>	<u>5,615,624</u>	<u>6,122,329</u>	<u>5,898,206</u>
Total funds available	<u>11,521,169</u>	<u>15,332,238</u>	<u>14,786,879</u>	<u>15,293,584</u>	<u>18,667,908</u>
EXPENDITURES					
General Fund	198,507	400,000	88,880	243,431	430,000
Debt Service Fund	2,149,037	2,290,000	989,150	2,280,451	2,300,000
Capital Projects Fund	2,370	1,618,886	-	-	1,692,000
Total expenditures	<u>2,349,914</u>	<u>4,308,886</u>	<u>1,078,030</u>	<u>2,523,882</u>	<u>4,422,000</u>
Total expenditures and transfers out requiring appropriation	<u>2,349,914</u>	<u>4,308,886</u>	<u>1,078,030</u>	<u>2,523,882</u>	<u>4,422,000</u>
ENDING FUND BALANCES	<u>\$9,171,255</u>	<u>\$ 11,023,352</u>	<u>\$13,708,849</u>	<u>\$12,769,702</u>	<u>\$ 14,245,908</u>
EMERGENCY RESERVE	\$ 22,100	\$ 31,100	\$ 28,500	\$ 31,400	\$ 29,700
AVAILABLE FOR OPERATIONS	2,842,721	3,360,627	3,696,261	3,633,773	4,195,383
DEBT SERVICE SURPLUS FUND	2,558,400	2,558,400	2,558,400	2,558,400	2,558,400
TOTAL RESERVE	<u>\$5,423,221</u>	<u>\$ 5,950,127</u>	<u>\$ 6,283,161</u>	<u>\$ 6,223,573</u>	<u>\$ 6,783,483</u>

No assurance provided. See summary of significant assumptions.

**PARK 70 METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/24

ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
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ASSESSED VALUATION

Commercial	\$ 93,024,680	\$ 92,168,760	\$ 92,168,760	\$ 92,168,760	\$ 89,572,350
Industrial	-	55,761,480	55,761,480	55,761,480	48,377,340
Agricultural	1,560	1,560	1,560	1,560	1,560
State assessed	2,110	2,280	2,280	2,280	2,050
Vacant land	150	140	140	140	140
Personal property	22,585,130	25,987,280	25,987,280	25,987,280	24,366,070
	115,613,630	173,921,500	173,921,500	173,921,500	162,319,510
Certified Assessed Value	\$ 115,613,630	\$ 173,921,500	\$ 173,921,500	\$ 173,921,500	\$ 162,319,510

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	1.039	1.039	1.039	1.039
Total mill levy	31.500	31.539	31.539	31.539	31.539

PROPERTY TAXES

General	\$ 578,068	\$ 869,608	\$ 869,608	\$ 869,608	\$ 811,598
Debt Service	2,948,148	4,434,998	4,434,998	4,434,998	4,139,148
ARI	115,614	180,704	180,704	180,704	168,650
Levied property taxes	3,641,830	5,485,310	5,485,310	5,485,310	5,119,396
Adjustments to actual/rounding	(198,970)	-	(235,917)	-	-
Refunds and abatements	-	-	(81,888)	(81,888)	-
Budgeted property taxes	\$ 3,442,860	\$ 5,485,310	\$ 5,167,505	\$ 5,403,422	\$ 5,119,396

BUDGETED PROPERTY TAXES

General	\$ 546,486	\$ 869,607	\$ 819,225	\$ 856,625	\$ 811,598
Debt Service	2,787,077	4,434,998	4,178,046	4,368,790	4,139,148
ARI	109,297	180,704	170,235	178,007	168,650
	\$ 3,442,860	\$ 5,485,310	\$ 5,167,505	\$ 5,403,422	\$ 5,119,396

No assurance provided. See summary of significant assumptions.

**PARK 70 METROPOLITAN DISTRICT
GENERAL FUND
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$2,327,928	\$2,757,139	\$2,864,821	\$ 2,864,821	\$ 3,665,173
REVENUES					
Property taxes	546,486	869,608	819,225	856,626	811,598
Specific ownership taxes	39,413	43,480	21,196	43,480	56,812
Interest Income	140,956	121,500	86,222	121,500	121,500
Other Revenue	8,545	-	22,177	22,177	-
Total revenues	<u>735,400</u>	<u>1,034,588</u>	<u>948,820</u>	<u>1,043,783</u>	<u>989,910</u>
Total funds available	<u>3,063,328</u>	<u>3,791,727</u>	<u>3,813,641</u>	<u>3,908,604</u>	<u>4,655,083</u>
EXPENDITURES					
General and administrative					
Accounting	34,049	38,500	18,307	38,500	40,425
Auditing	5,000	6,500	-	5,700	6,600
County Treasurer's Fee	8,211	13,044	12,296	12,849	12,174
Dues and Membership	591	660	590	590	660
Insurance	7,572	9,000	8,982	8,982	10,800
District management	17,419	33,440	9,112	20,000	35,112
Legal	25,601	30,800	10,546	30,800	33,880
Miscellaneous	217	2,500	52	250	1,500
Banking fees	68	200	-	200	200
Security	-	50,000	-	25,000	25,000
Locates	3,719	2,750	412	824	1,500
Election	1,079	-	-	-	1,500
Contingency	-	19,806	-	-	15,989
Operations and maintenance					
Repairs and maintenance	-	5,500	-	2,250	2,250
Detention pond maintenance	-	16,500	-	8,250	8,250
Landscaping	53,261	55,500	4,668	9,336	150,000
Landscaping Maintenance	154	1,100	10,054	20,100	22,000
Landscaping Maintenance - Floral	3,914	6,600	5,333	6,600	7,360
Tree Replacement & Care	21,715	38,500	5,200	10,400	12,000
Pest control	-	6,600	-	3,300	3,300
Signage	-	1,000	-	500	500
Snow removal	4,609	16,500	-	16,500	16,500
Utilities	11,328	45,000	3,328	22,500	22,500
Total expenditures	<u>198,507</u>	<u>400,000</u>	<u>88,880</u>	<u>243,431</u>	<u>430,000</u>
Total expenditures and transfers out requiring appropriation	<u>198,507</u>	<u>400,000</u>	<u>88,880</u>	<u>243,431</u>	<u>430,000</u>
ENDING FUND BALANCES	<u>\$2,864,821</u>	<u>\$3,391,727</u>	<u>\$3,724,761</u>	<u>\$ 3,665,173</u>	<u>\$ 4,225,083</u>
EMERGENCY RESERVE	\$ 22,100	\$ 31,100	\$ 28,500	\$ 31,400	\$ 29,700
AVAILABLE FOR OPERATIONS	<u>2,842,721</u>	<u>3,360,627</u>	<u>3,696,261</u>	<u>3,633,773</u>	<u>4,195,383</u>
TOTAL RESERVE	<u>\$2,864,821</u>	<u>\$3,391,727</u>	<u>\$3,724,761</u>	<u>\$ 3,665,173</u>	<u>\$ 4,225,083</u>

No assurance provided. See summary of significant assumptions.

**PARK 70 METROPOLITAN DISTRICT
DEBT SERVICE FUND
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$3,523,647	\$4,834,173	\$4,735,192	\$ 4,735,192	\$ 7,473,287
REVENUES					
Property taxes	2,787,077	4,434,998	4,178,046	4,368,790	4,139,148
Specific ownership taxes	208,885	221,750	108,099	221,750	289,740
Property Taxes - ARTA	109,297	180,704	170,234	178,006	168,650
Interest Income	255,323	250,000	169,501	250,000	250,000
Total revenues	<u>3,360,582</u>	<u>5,087,452</u>	<u>4,625,880</u>	<u>5,018,546</u>	<u>4,847,538</u>
Total funds available	<u>6,884,229</u>	<u>9,921,625</u>	<u>9,361,072</u>	<u>9,753,738</u>	<u>12,320,825</u>
EXPENDITURES					
General and administrative					
County Treasurer's Fee	41,877	66,525	62,710	65,532	62,087
County Treasurer's Fee - ARTA	1,642	2,711	2,555	2,670	2,530
ARTA Reimbursement	107,655	167,350	167,679	175,336	166,120
Paying agent fees	6,500	6,500	3,500	6,500	6,500
Contingency	-	16,501	-	-	33,600
Debt Service					
Bond interest - Series 2016	751,250	739,500	369,750	739,500	726,000
Bond interest - Series 2019	775,113	765,913	382,956	765,913	753,163
Bond Principal - Series 2016	235,000	270,000	-	270,000	280,000
Bond Principal - Series 2019	230,000	255,000	-	255,000	270,000
Total expenditures	<u>2,149,037</u>	<u>2,290,000</u>	<u>989,150</u>	<u>2,280,451</u>	<u>2,300,000</u>
Total expenditures and transfers out requiring appropriation	<u>2,149,037</u>	<u>2,290,000</u>	<u>989,150</u>	<u>2,280,451</u>	<u>2,300,000</u>
ENDING FUND BALANCES	<u>\$4,735,192</u>	<u>\$7,631,625</u>	<u>\$8,371,922</u>	<u>\$ 7,473,287</u>	<u>\$ 10,020,825</u>
DEBT SERVICE SURPLUS FUND	<u>\$2,558,400</u>	<u>\$2,558,400</u>	<u>\$2,558,400</u>	<u>\$ 2,558,400</u>	<u>\$ 2,558,400</u>
TOTAL RESERVE	<u>\$2,558,400</u>	<u>\$2,558,400</u>	<u>\$2,558,400</u>	<u>\$ 2,558,400</u>	<u>\$ 2,558,400</u>

No assurance provided. See summary of significant assumptions.

**PARK 70 METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,**

10/14/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$1,498,886	\$1,558,886	\$1,571,242	\$ 1,571,242	\$ 1,631,242
REVENUES					
Interest Income	74,726	60,000	40,924	60,000	60,758
Total revenues	<u>74,726</u>	<u>60,000</u>	<u>40,924</u>	<u>60,000</u>	<u>60,758</u>
Total funds available	<u>1,573,612</u>	<u>1,618,886</u>	<u>1,612,166</u>	<u>1,631,242</u>	<u>1,692,000</u>
EXPENDITURES					
General and Administrative					
Capital Projects					
Engineering	2,370	15,000	-	-	15,000
Construction Management Fees	-	974,481	-	-	974,481
Monuments	-	629,405	-	-	702,519
Total expenditures	<u>2,370</u>	<u>1,618,886</u>	<u>-</u>	<u>-</u>	<u>1,692,000</u>
Total expenditures and transfers out requiring appropriation	<u>2,370</u>	<u>1,618,886</u>	<u>-</u>	<u>-</u>	<u>1,692,000</u>
ENDING FUND BALANCES	<u>\$1,571,242</u>	<u>\$ -</u>	<u>\$1,612,166</u>	<u>\$ 1,631,242</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**PARK 70 METROPOLITAN DISTRICT
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District was organized on January 27, 2004 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 and Restated Service Plan dated February 17, 2006, as amended by the First Amendment to the Amended and Restated Service Plan dated January 25, 2016. 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 31.539 mills; 5.000 for general operations, 25.500 for debt service and 1.039 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
2025 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.

For property tax collection year 2025, SB22-238, SB23B-001, SB 224-233, and HB24B-1001 set the assessment rates and actual value reductions as follows:

Category	Rate	Category	Rate	Actual Value Reduction	Amount
Single-Family Residential	6.70%	Agricultural Land	26.40%	Single-Family Residential	\$55,000
Multi-Family Residential	6.70%	Renewable Energy Land	26.40%	Multi-Family Residential	\$55,000
Commercial	27.90%	Vacant Land	27.90%	Commercial	\$30,000
Industrial	27.90%	Personal Property	27.90%	Industrial	\$30,000
Lodging	27.90%	State Assessed	27.90%	Lodging	\$30,000
		Oil & Gas Production	87.50%		

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 4.00%.

**PARK 70 METROPOLITAN DISTRICT
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

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.

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.

**PARK 70 METROPOLITAN DISTRICT
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases (Continued)

Series 2019 Bonds (Continued)

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

The district has no operating or capital leases.

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.

RESOLUTION NO. 2024 – 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PARK 70 METROPOLITAN DISTRICT
TO ADOPT THE 2025 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 2025 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, 2024, 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 12, 2024, 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 2025 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 12TH day of NOVEMBER, 2024.

Secretary

(SEAL)

EXHIBIT A
(Budget)

I, David Solin, 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 2025, duly adopted at a meeting of the Board of Directors of the Park 70 Metropolitan District held on November 12, 2024.

By: _____
Secretary

RESOLUTION NO. 2024 - 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 2025 annual budget in accordance with the Local Government Budget Law on November 12, 2024; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2025 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 2025 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 2025 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 2025 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 12th day of November, 2024.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

I, David Solin, 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 Certification of Mill Levies for the budget year 2025, duly adopted at a meeting of the Board of Directors of the Park 70 Metropolitan District held on November 12, 2024.

Secretary

RESOLUTION NO. 2024-11-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
PARK 70 METROPOLITAN DISTRICT
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 6, 2025**

A. The terms of the offices of Directors Keiffer Garton and Katie Kier shall expire upon the election of their successors at the regular election, to be held on May 6, 2025 (“**Election**”), and upon such successors taking office.

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

C. Two vacancies currently exist on the Board of Directors of the District.

D. 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 4, 2027, and three (3) Directors to serve until the second regular election, to occur May 8, 2029.

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 6, 2025, 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 4, 2027, and three (3) Directors shall be elected to serve until the second regular election, to occur May 8, 2029.

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. David Solin 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 David Solin, the Designated Election Official for the District, c/o Special District Management Services, Inc., 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 29, 2025).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from David Solin, the Designated Election Official for the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, 303-987-0835 and on the District's website at <https://park70metrodistrict.com/>.

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 March 4, 2025, 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 6, 2025]**

RESOLUTION APPROVED AND ADOPTED on November 12, 2024.

PARK 70 METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

CHANGE ORDER

Change Order No: 2	Date Issued: November 11, 2022
Name of Agreement: Service Agreement For Landscape Maintenance Services	
Date of Agreement: 1/1/2022	District(s): Park70 Metropolitan District
Other Party/Parties: BrightView Landscape Services, Inc.	

CHANGE IN SCOPE OF SERVICES (describe):

Supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period.

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$31,680	Original Term: Expires January 1, 2022
Increase of this Change Order: \$3,021.00	New Term: Expires December 31, 2023
Price with all Approved Change Orders: \$34,701.00	Agreement Time with all Approved Change Orders:

APPROVED:

By: *Keiffer Garton*

District

APPROVED:

By:

Consultant

SERVICE AGREEMENT FOR ARBORIST & TREE REPLACEMENT SERVICES

THIS SERVICE AGREEMENT FOR ARBORIST & TREE REPLACEMENT SERVICES (“**Agreement**”) is entered into and effective as of the 26th day of June, 2024, by and between **PARK 70 METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **MTJN SERVICES LLC, D/B/A HEROES LAWN CARE OF SOUTHEAST DENVER**, a Colorado limited liability company (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 as set forth in Exhibit A attached hereto with a total contract amount not to exceed Seven Thousand Six Hundred Fifty Dollars (\$7,650.00), unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit B ("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 A, 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 satisfactory completion of the Services. 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.

(c) 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: dsolin@sdmsi.com
Attn: David Solin

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: MTJN Services LLC, d/b/a Heroes Lawn Care of
Southeast Denver
27208 E. Jamison Place
Aurora, CO 80016
Phone: (720) 381-3810
Email: hlc137@heroesloawncare.com
Attn: Michael Nichols

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 FOR TREE REPLACEMENT SERVICES]

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

Consultant:
MTJN SERVICES LLC, D/B/A HEROES
LAWN CARE OF SOUTHEAST DENVER

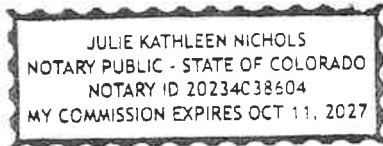
By: [Signature]
Its: General Manager

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 23rd day of September, 2024, by Michael Nichols, as General Manager of MTJN Services LLC, D/B/A Heroes Lawn Care of Southeast Denver.

Witness my hand and official seal.

My commission expires: 10/11/2027



[Signature]
Notary Public

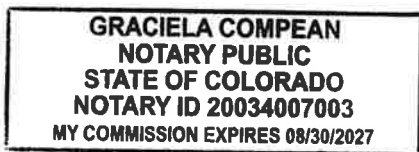
District:
PARK 70 METROPOLITAN DISTRICT
By: [Signature]
Its: President

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 23rd day of September, 2024, by Kieffer Garton, as President of Park 70 Metropolitan District.

Witness my hand and official seal.

My commission expires: 08/30/2027



[Signature]
Notary Public

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

Services:

HLC-137 Tree / Shrub Labor:

MTJN Services LLC, d/b/a Heroes Lawn Care of Southeast Denver (the “**Consultant**”) shall replace 9 declining/dead trees with a mix of 2” accolade elm and hackberry trees that are more suitable for plains environment. The Services shall include a 1-year warranty.

Total Price: \$7,650.00

All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only through a written change order in form substantially as attached to the underlying Agreement as **Exhibit B**. Completion of the Services are contingent upon strikes, accidents or delays beyond the Consultant’s control.

**EXHIBIT B
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:

By:	
District	

APPROVED:

By:	
Consultant	



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 23, 2024

RE: Notice of 2025 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 (2.5%) 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.