

# PARK 70 METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 • 800-741-3254  
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## NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Keiffer Garton	President	2023/May 2022
Tom Martin	Treasurer	2022/May 2022
<b>VACANT</b>		2022/May 2022
<b>VACANT</b>		2023/May 2022
<b>VACANT</b>		2022/May 2022
Ann Finn	Secretary	

DATE: November 9, 2021

TIME: 1:00 P.M.

PLACE: *VIA ZOOM*

<https://us02web.zoom.us/j/87477348324?pwd=VXVKY3ZOUmVHVzVMSVA0cW1la3ZoZz09>

**Phone:** 1 (253) 215-8782 or 1 (346) 248-7799

**Meeting ID:** 874 7734 8324

**Password:** 043462

**One tap mobile:** +12532158782,,87477348324#,,, \*043462#

### I. ADMINISTRATIVE MATTERS

A. Confirm Quorum and Present Disclosures of Potential Conflicts of Interest.

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

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C. Discuss business to be conducted in 2022 and location (**virtual and/or physical**) of meetings. Consider Regular Meeting dates for 2022 (suggested dates are June 7 and November 8, 2022). Review and consider approval of Resolution No. 2021-11-\_\_\_; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices (enclosure).

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D. Discuss §32-1-809, C.R.S., Transparency Notice reporting requirements and mode of eligible elector notification (2022 SDA Website).

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- E. Consent Agenda – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless requested; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.
1. Approve Minutes of the June 8, 2021 Special Meeting (enclosure).
  2. Ratify the payment of claims through the period ending (enclosures):

Fund	Period Ending June 30, 2021	Period Ending July 31, 2021	Period Ending Aug. 31, 2021	Period Ending Sept. 30, 2021
General	\$ 9,880.03	\$ 27,600.32	\$ 31,481.99	\$ 28,960.02
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 9,880.03</b>	<b>\$ 27,600.32</b>	<b>\$ 31,481.99</b>	<b>\$ 28,960.02</b>

Fund	Period Ending Oct. 31, 2021
General	\$ 28,200.85
Debt Service	\$ -0-
Capital Projects	\$ -0-
<b>Total</b>	<b>\$ 28,200.85</b>

II. PUBLIC COMMENTS

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

III. FINANCIAL MATTERS

- A. Review and accept the unaudited Financial Statements through the period ending September 30, 2021 and accept the Schedule of Cash Position as of November 1, 2021 (enclosure).
- B. Consider engagement of Simmons & Wheeler, P.C. for preparation of 2021 Audit, in the amount of \$\_\_\_\_\_ (to be distributed).
- C. Conduct Public Hearing to consider Amendment to 2021 Budget (if necessary) and consider adoption of Resolution to Amend the 2021 Budget and Appropriate Expenditures.

- D. Conduct Public Hearing on the proposed 2022 Budget and consider adoption of Resolutions to Adopt the 2022 Budget and Appropriate Sums of Money and Set Mill Levies for General Fund \_\_\_\_\_, Debt Service Fund \_\_\_\_\_, and Other Fund(s) \_\_\_\_\_ for a total mill levy of \_\_\_\_\_ (enclosures – preliminary AV, draft 2022 Budget, and Resolutions).
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- E. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.
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- F. Consider appointment of District Accountant to prepare the 2023 Budget, and set the date for the Budget Hearing.
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- G. Consider approval of Master Service Agreement and Statement of Work with CliftonLarsonAllen LLP for Accounting Services (enclosure).
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IV. LEGAL MATTERS

- A. Discuss status of lien filed on property owned by U.S. Foodservice, Inc.
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- B. Discuss conveyance of property from Prologis Park 70 Land Venture LLC to the District and authorize acceptance of same (monument signs).
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- C. Review and consider approval of Assignment and Assumption of Development Agreement between the City of Aurora and Prologis Regarding Prologis Park 70 (enclosure).
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1. Discuss the Harvest Mile Interchange Project.
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2. Discuss the Sanitary Sewer Project.
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- D. Consider adoption of Resolution No. 2021-11-\_\_; Resolution Calling a Regular Election for Directors on May 3, 2022, appointing the Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of mail ballot election (enclosure). Self-Nomination forms are due by February 25, 2022. Discuss the need for ballot issues and/or questions.
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V. CAPITAL IMPROVEMENTS

- A. Discuss status of reimbursement of Construction Management Fees.
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- B. Discuss status of modifications to monument signs.
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VI. OPERATIONS AND MAINTENANCE

- A. Discuss Operations and Maintenance Services for 2022:

- 1. Review and consider approval of Service Agreement with BrightView Landscape Services for 2022 Landscape Maintenance Services (enclosure). Discuss winter watering.
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- 2. Review and consider approval of Service Agreement with Consolidated Divisions, Inc d/b/a CDI Environmental Contractors for 2022 Detention Pond Maintenance (enclosure).
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- 3. Review and consider approval of Service Agreement with Denver Commercial Property Services, Inc. for 2021-2022 Snow Removal Services (enclosure).
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- 4. Review and consider approval of a Service Agreement with SavATree for Tree Replacements and a Tree Care Program (enclosure).
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- 5. Review and consider approval of a proposal from SavATree for deep root watering of trees (enclosure).
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- 6. Discuss 2022 Pest Control Services and authorize District President to execute agreement for services, if necessary.
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7. Discuss 2022 security services and authorize District President to execute agreement for services, if necessary.
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VII. OTHER BUSINESS

A.

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- VIII. ADJOURNMENT: **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2021.**

Additional Enclosure:

- Notice of rate increase from Special District Management Services, Inc.

**RESOLUTION NO. 2021- 11 - \_\_\_\_**

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

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

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

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

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

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

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

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

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

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

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

3. That regular meetings of the District Board for the year 2022 shall be held on June 7 and November 8, 2022 at 1:00 p.m., at ProLogis, 1800 Wazee Street, #500, Denver, Colorado 80202.

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 19<sup>th</sup> 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 9, 2021.

**PARK 70 METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary





## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE PARK 70 METROPOLITAN DISTRICT HELD JUNE 8, 2021

A Special Meeting of the Board of Directors (referred to hereafter as the “Board”) of the Park 70 Metropolitan District (referred to hereafter as the “District”) was duly held on Tuesday, the 8<sup>th</sup> day of June, 2021, at 1:00 p.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board meeting was held via Zoom. The meeting was open to the public via Zoom.

#### ATTENDANCE

##### Directors In Attendance Were:

Tom Martin, Treasurer

##### Also In Attendance Were:

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

Paula Williams, Esq.; McGeady Becher P.C.

Jason Carroll and Lindsay Ross; CliftonLarsonAllen LLP

Keiffer Garton; Prologis, Inc., Board Candidate

Katie Kier (SBC Metropolitan District Property Manager) and Meghan Bouchard (Park 70 Metropolitan District Property Manager); Prologis, Inc.

Shelby Turner and Katie McVey; Piper Sandler & Co. (for a portion of the meeting)

Tanna Boisvert and Brandon Collins; Independent District Engineering Services, LLC (“IDES”) (for a portion of the meeting)

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

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

Attorney Williams noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those

## RECORD OF PROCEEDINGS

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applicable disclosures made by the Board members prior to this meeting in accordance with the statute. Attorney Williams noted that all Directors' Disclosure Statements had been filed with the Colorado Secretary of State.

### **ADMINISTRATIVE MATTERS**

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

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

**Meeting Location/Manner and Posting of Meeting Notice:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board noted that due to Executive Orders issued by Governor Polis and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Public Health and Environment, and the threat posed by the COVID-19 coronavirus, the meeting was held via Zoom.

Ms. Finn reported that notice was duly posted and that no objections to the telephonic manner of the meeting or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries have been received.

**Appointment of Director:** The Board considered the appointment of Mr. Kieffer Garton to fill a vacancy on the Board of Directors. It was noted that pursuant to Section 32-1-808(2)(a)(I), C.R.S., publication of a Notice of Vacancy on the Board was published in a newspaper having general circulation in the District and that no Letters of Interest from qualified eligible electors were received within ten (10) days of such publication.

Following discussion, upon motion duly made and seconded by Director Martin and, upon vote, unanimously carried, the Board appointed Mr. Garton to fill a vacant position on the Board of Directors. Oath of Office was administered.

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

## RECORD OF PROCEEDINGS

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

President	Kieffer Garton
Treasurer	Tom Martin
Secretary	Ann E. Finn

**2021 SDA Conference:** The Board discussed having Board members attend the 2021 SDA Conference. Ms. Finn noted that information concerning the SDA Conference will be distributed to the Board once it is available.

**CONSENT AGENDA:** The Board considered the following actions:

- Approve Minutes of the October 28, 2020 Special Meeting.
- Ratify approval of proposal from Brightview Landscapes, LLC for relocating existing perennials and installing additional annuals.
- Ratify approval of payment of claims as follows:

Fund	Period Ending Nov. 16, 2020	Period Ending Dec. 14, 2020	Period Ending Jan. 13, 2021	Period Ending Feb. 10, 2021
General	\$ 31,637.81	\$ 23,159.66	\$ 5,890.41	\$ 8,887.63
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 31,637.81</b>	<b>\$ 23,159.66</b>	<b>\$ 5,890.41</b>	<b>\$ 8,887.63</b>

Fund	Period Ending March 24, 2021	Period Ending April 30, 2021	Period Ending May 16, 2021
General	\$ 9,558.87	\$ 10,072.64	\$ 7,466.85
Debt Service	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-
<b>Total</b>	<b>\$ 9,558.87</b>	<b>\$ 10,072.64</b>	<b>\$ 7,466.85</b>

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

**PUBLIC  
COMMENT**

There was no public comment.

**FINANCIAL  
MATTERS**

**Unaudited Financial Statements:** The Board deferred discussion

**Second Amendment to Resolution to Amend the 2020 Budget Hearing:** Director Martin opened the public hearing to consider the Second Amendment to Resolution to Amend the 2020 Budget and Appropriate Expenditures.

## RECORD OF PROCEEDINGS

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It was noted that publication of Notice stating that the Board would consider adoption of a Second Amendment to Resolution to Amend the 2020 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Following discussion, upon motion duly made and seconded by Director Martin and, upon vote, unanimously carried, the Board approved the Second Amendment to Resolution No. 2020-10-02 to Amend the 2020 Budget.

**2020 Audit:** Mr. Carroll reviewed the 2020 draft Audited Financial Statements with the Board.

Following discussion, upon motion duly made and seconded by Director Martin and, upon vote, unanimously carried, the Board approved the 2020 Audited Financial Statements and authorized execution of the Representations Letter, subject to final review and receipt of an unmodified opinion letter from the auditor.

**2022 Budget:** The Board discussed holding a public hearing to consider adoption of the 2022 Budget on Tuesday, November 9, 2021 at 1:00 p.m., to be held at the offices of Prologis, 1800 Wazee Street, Suite 500, Denver, Colorado 80202, or virtually pending COVID-19 restrictions.

Following discussion, upon motion duly made and seconded by Director Martin and, upon vote, unanimously carried, the Board approved holding a public hearing to consider adoption of the 2022 Budget on Tuesday, November 9, 2021 at 1:00 p.m., to be held at the offices of Prologis, 1800 Wazee Street, Suite 500, Denver, Colorado 80202, or virtually pending COVID-19 restrictions.

**Financing for future public improvement projects:** The Board deferred discussion.

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### **LEGAL MATTERS**

**Lien Filed on Property Owned by U.S. Foodservice, Inc.:** The Board discussed the status of a lien filed on property owned by U.S. Foodservice Inc. It was noted by Director Garton that ProLogis is in negotiations with the property owner.

**Conveyance of property from Prologis Park 70 Land Venture LLC to the District:** The Board discussed the conveyance of property (monument signs) from Prologis Park 70 Land Venture LLC to the District. Attorney Williams discussed the procedure and requirements for the conveyance of property (monument signs) to the District.

## RECORD OF PROCEEDINGS

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### **CAPITAL IMPROVEMENTS**

**Construction Management Fees:** The Board entered into discussion regarding the reimbursement of construction management fees to the developer for overseeing public improvement projects. Attorney Williams discussed with the Board the requirements that must be met prior to the District reimbursing Prologis for the construction management fees.

**Modifications to Monument Signs:** The Board entered into discussion regarding the status of the modifications to the monument signs. Director Garton noted that the design work is underway.

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### **OPERATIONS AND MAINTENANCE**

**Operation and Maintenance Services:** Ms. Finn updated the Board regarding operation and maintenance services for the District.

**Landscape Maintenance Services:** The Board reviewed a proposal from BrightView Landscapes, LLC, for the installation of additional grasses at the monument signs for \$1,200.

Following discussion, upon motion duly made and seconded by Director Martin and, upon vote, unanimously carried, the Board approved the proposal from BrightView Landscapes, LLC, for the installation of additional grasses at the monument signs for \$1,200.

**Security Services:** The Board reviewed a proposal for security services. No action was taken by the Board at this time.

**Weed Applications:** The Board reviewed a proposal from BrightView Landscapes, LLC for weed applications in the tree lawn areas, for the amount of \$2,400.

Following discussion, upon motion duly made and seconded by Director Martin and, upon vote, unanimously carried, the Board approved the proposal from BrightView Landscapes, LLC, for the weed applications in the tree lawn areas for the amount of \$2,400.

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### **OTHER BUSINESS**

No other business was discussed

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## RECORD OF PROCEEDINGS

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### ADJOURNMENT

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

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

**Park 70 Metropolitan District  
June-21**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Expense Account</b>	<b>Account Number</b>
Aurora Media Group	100555	5/21/2021	6/20/2021	\$ 44.35	Miscellaneous	107480
Aurora Water	257735-173464	6-21 5/21/2021	6/10/2021	\$ 52.46	Utilities	107635
Aurora Water	257735-145422	6-21 6/10/2021	6/10/2021	\$ 17.58	Utilities	107635
Aurora Water	257735-173462	6-21 5/21/2021	6/10/2021	\$ 38.04	Utilities	107635
Brightview Landscape Services	7386279	6/1/2021	6/16/2021	\$2,589.00	Landscaping maintenance	107600
CliftonLarsonAllen LLP	2865764	5/13/2021	5/13/2021	\$ 635.20	Accounting	107000
Denver Commercial Property	2017047	3/3/2020	3/20/2020	\$ -	Snowplowing and sweeping	107630
Special District Management Services Inc.	May-21	5/31/2021	5/31/2021	\$2,933.30	District management	107440
UMB	823169	2/5/2021	2/5/2021	\$3,500.00	Paying Agent Fees	207591
UNCC	221051120	5/31/2021	5/31/2021	\$ 3.96	Miscellaneous	107480
Xcel Energy	733179045	5/24/2021	6/14/2021	\$ 66.14	Utilities	107635
				\$9,880.03		



**Park 70 Metropolitan District  
June-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 9,705.81	\$ -	\$ -	\$ 9,705.81
<b>Payroll</b>	\$ -	\$ -	\$ -	\$ -
<b>Aurora Water</b>	\$ 108.08			\$ 108.08
<b>Xcel Energy</b>	66.14			\$ 66.14
<b>Total Disbursements from Checking Acct</b>	<u>\$ 9,880.03</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 9,880.03</u>

**Park 70 Metropolitan District  
July-21**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Expense Account</b>	<b>Account Number</b>
Aurora Water	257735-145422 7-21	6/22/2021	7/12/2021	\$ 969.30	Utilities	107635
Aurora Water	257735-173464 7-21	6/22/2021	7/12/2021	\$ 38.04	Utilities	107635
Aurora Water	257735-173462 7-21	6/22/2021	7/12/2021	\$ 6,072.81	Utilities	107635
Brightview Landscape Services	4732837	6/21/2021	7/6/2021	\$ 241.99	Repairs and maintenance	107582
Brightview Landscape Services	4732807	6/21/2021	7/6/2021	\$ 326.57	Repairs and maintenance	107582
Brightview Landscape Services	7414011	6/21/2021	7/6/2021	\$ 1,965.00	Landscaping maintenance	107600
Brightview Landscape Services	7431990	7/1/2021	7/16/2021	\$ 2,589.00	Landscaping maintenance	107600
Brightview Landscape Services	7408210	6/10/2021	6/25/2021	\$ 2,150.00	Landscaping maintenance	107600
CliftonLarsonAllen LLP	2940411	6/30/2021	6/30/2021	\$ 3,859.54	Accounting	107000
CliftonLarsonAllen LLP	2911838	5/31/2021	5/31/2021	\$ 5,617.24	Accounting	107000
McGeady Becher P.C.	690W 05/2021	5/31/2021	5/31/2021	\$ 1,548.09	Legal services	107460
Special District Management Services Inc.	Jun-21	6/30/2021	6/30/2021	\$ 2,131.70	District management	107440
UNCC	221061102	6/30/2021	6/30/2021	\$ 10.56	Miscellaneous	107480
Xcel Energy	736947179	6/22/2021	7/13/2021	\$ 80.48	Utilities	107635
				\$27,600.32		

**Park 70 Metropolitan District  
July-21**

	<b>General</b>		<b>Debt</b>		<b>Capital</b>		<b>Totals</b>
<b>Disbursements</b>	\$ 20,439.69	\$	-			\$	20,439.69
<b>Xcel - Auto Pay</b>	\$ 80.48	\$	-	\$	-	\$	80.48
<b>Aurora Water - Auto Pay</b>	\$ 7,080.15	\$	-	\$	-	\$	7,080.15
<b>Payroll</b>	-		-		-		-
<b>Total Disbursements from Checking</b>	<b>\$ 27,600.32</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>27,600.32</b>

**Park 70 Metropolitan District  
August-21**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Expense Account</b>	<b>Account Number</b>
Aurora Water	173462 8-21	7/22/2021	8/11/2021	\$ 17,546.99	Utilities	107635
Aurora Water	173464 8-21	7/22/2021	8/11/2021	\$ 52.46	Utilities	107635
Aurora Water	145422 8-21	7/22/2021	8/11/2021	\$ 1,423.53	Utilities	107635
Brightview Landscape Services	4762751	7/19/2021	8/3/2021	\$ 326.85	Landscaping maintenance	107600
Brightview Landscape Services	7473580	8/1/2021	8/16/2021	\$ 2,589.00	Landscaping maintenance	107600
Brightview Landscape Services	4752168	7/8/2021	7/23/2021	\$ 359.42	Landscaping maintenance	107600
Brightview Landscape Services	7486897	7/29/2021	8/13/2021	\$ 2,400.00	Repairs and maintenance	107582
Brightview Landscape Services	4772969	7/26/2021	8/10/2021	\$ 273.50	Landscaping maintenance	107600
Brightview Landscape Services	4750450	7/7/2021	7/22/2021	\$ 410.35	Landscaping maintenance	107600
Brightview Landscape Services	4777407	7/28/2021	8/12/2021	\$ 175.11	Landscaping maintenance	107600
CliftonLarsonAllen LLP	2969910	7/31/2021	7/31/2021	\$ 2,471.23	Accounting	107000
Denver Commercial Property	2017047	3/3/2020	3/20/2020	\$ -	Snowplowing and sweeping	107630
McGeady Becher P.C.	690W 06/2021	6/30/2021	6/30/2021	\$ 1,963.00	Legal services	107460
Special District Management Services Inc.	Jul-21	7/31/2021	7/31/2021	\$ 1,400.40	District management	107440
UNCC	221071123	7/31/2021	7/31/2021	\$ 5.28	Miscellaneous	107480
Xcel Energy	740954640	7/22/2021	8/11/2021	\$ 84.87	Utilities	107635
				\$31,481.99		

**Park 70 Metropolitan District  
August-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 12,374.14	\$ -		\$ 12,374.14
<b>Xcel - Auto Pay</b>	\$ 84.87	\$ -	\$ -	\$ 84.87
<b>Aurora Water - Auto Pay</b>	\$ 19,022.98	\$ -	\$ -	\$ 19,022.98
<b>Payroll</b>	-	-	-	-
<b>Total Disbursements from Checking</b>	<b>\$ 31,481.99</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 31,481.99</b>

**Park 70 Metropolitan District  
September-21**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Expense Account</b>	<b>Account Number</b>
Aurora Water	173462 9-21	8/23/2021	9/13/2021	\$ 18,611.64	Utilities	107635
Aurora Water	145422 9-21	8/23/2021	9/13/2021	\$ 1,351.43	Utilities	107635
Aurora Water	173464 9-21	8/23/2021	9/13/2021	\$ 45.25	Utilities	107635
Brightview Landscape Services	4820292	9/7/2021	9/22/2021	\$ 408.35	Landscaping maintenance	107600
Brightview Landscape Services	4797868	8/16/2021	8/31/2021	\$ 387.73	Landscaping maintenance	107600
Brightview Landscape Services	7520038	9/1/2021	9/16/2021	\$ 2,589.00	Landscaping maintenance	107600
Brightview Landscape Services	4811223	8/30/2021	9/14/2021	\$ 271.56	Landscaping maintenance	107600
CliftonLarsonAllen LLP	2998668	8/31/2021	8/31/2021	\$ 704.00	Accounting	107000
Diversified Underground, Inc.	24179	7/31/2021	8/30/2021	\$ 65.00	Miscellaneous	107480
Diversified Underground, Inc.	24365	8/31/2021	9/30/2021	\$ 130.00	Miscellaneous	107480
McGeady Becher P.C.	690W 07/2021	7/31/2021	7/31/2021	\$ 257.50	Legal services	107460
Special District Management Services Inc.	Aug-21	8/31/2021	8/31/2021	\$ 1,039.82	District management	107440
UMB	884396	9/8/2021	9/8/2021	\$ 3,000.00	Paying Agent Fees	207591
UNCC	221081121	8/31/2021	8/31/2021	\$ 14.52	Miscellaneous	107480
Xcel Energy	745107030	8/23/2021	8/23/2021	\$ 84.22	Utilities	107635
				\$ 28,960.02		

**Park 70 Metropolitan District  
September-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 8,867.48	\$ -	\$ -	\$ 8,867.48
<b>Payroll</b>		\$ -	\$ -	\$ -
<b>Aurora Water</b>	\$ 20,008.32			\$ 20,008.32
<b>Xcel Energy</b>	84.22			\$ 84.22
<b>Total Disbursements from Checking Acct</b>	<b>\$ 28,960.02</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,960.02</b>

**Park 70 Metropolitan District  
October-21**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Expense Account</b>	<b>Account Number</b>
Aurora Water	145422 10-21	9/23/2021	10/13/2021	\$ 1,279.33	Utilities	107635
Aurora Water	173464 10-21	9/23/2021	10/13/2021	\$ 38.04	Utilities	107635
Aurora Water	173462 10-21	9/23/2021	10/13/2021	\$20,528.64	Utilities	107635
Brightview Landscape Services	7565869	10/1/2021	10/16/2021	\$ 2,589.00	Landscaping maintenance	107600
Brightview Landscape Services	4847649	9/23/2021	10/8/2021	\$ 99.69	Landscaping maintenance	107600
Brightview Landscape Services	4856564	9/30/2021	10/15/2021	\$ 309.99	Landscaping maintenance	107600
Brightview Landscape Services	4855142	9/29/2021	10/14/2021	\$ 265.98	Landscaping maintenance	107600
CO Special Dist. Prop & Liab. Pool	POL-0007636	9/8/2021	9/8/2021	\$ 450.00	Insurance and bonds	107360
McGeady Becher P.C.	690W 08/2021	8/31/2021	8/31/2021	\$ 100.00	Legal services	107460
Special District Management Services Inc.	Sep-21	9/30/2021	9/30/2021	\$ 2,447.36	District management	107440
UNCC	58327-221091110	9/30/2021	9/30/2021	\$ 3.96	Miscellaneous	107480
Xcel Energy	749116723	9/22/2021	10/13/2021	\$ 88.86	Utilities	107635
				\$28,200.85		



**Park 70 Metropolitan District  
October-21**

	<b>General</b>		<b>Debt</b>		<b>Capital</b>		<b>Totals</b>
<b>Disbursements</b>	<b>6265.98</b>	\$	-			\$	<b>6,265.98</b>
<b>Xcel - Auto Pay</b>	<b>\$ 88.86</b>	\$	-	\$	-	\$	<b>88.86</b>
<b>Aurora Water - Auto Pay</b>	<b>\$ 21,846.01</b>	\$	-	\$	-	\$	<b>21,846.01</b>
<b>Payroll</b>	-		-		-		-
<b>Total Disbursements from Checking</b>	<b>\$ 28,200.85</b>	\$	-	\$	-	\$	<b>28,200.85</b>

**PARK 70 METROPOLITAN DISTRICT**

**FINANCIAL STATEMENTS**

**SEPTEMBER 30, 2021**

**PARK 70 METROPOLITAN DISTRICT  
BALANCE SHEET - GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2021**

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
<b>ASSETS</b>				
Cash - Checking	\$ 100,850	\$ -	\$ -	\$ 100,850
Colotrust	1,840,443	592,607	-	2,433,050
UMB Series 2016 Bond Fund	-	593,424	-	593,424
UMB Series 2016 Surplus Fund	-	2,017,316	-	2,017,316
2019 Project Fund	-	-	1,523,944	1,523,944
2019 Bond Fund	-	593,853	-	593,853
Due from other funds	49,029	-	-	49,029
Receivable from County Treasurer	3,600	19,078	-	22,678
Prepaid expense	450	-	-	450
<b>TOTAL ASSETS</b>	<b>\$ 1,994,372</b>	<b>\$ 3,816,278</b>	<b>\$ 1,523,944</b>	<b>\$ 7,334,594</b>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 34,755	\$ 3,000	\$ -	\$ 37,755
ARTA payable	-	94,122	-	94,122
Due to other funds	-	-	49,029	49,029
Total Liabilities	34,755	97,122	49,029	180,906
<b>FUND BALANCES</b>				
Total Fund Balances	1,959,617	3,719,156	1,474,915	7,153,678
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$ 1,994,372</b>	<b>\$ 3,816,278</b>	<b>\$ 1,523,944</b>	<b>\$ 7,334,594</b>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**PARK 70 METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2021**

**GENERAL FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Property taxes	\$ 474,101	\$ 473,720	\$ (381)
Specific ownership taxes	33,187	27,431	(5,756)
Net investment income	10,192	607	(9,585)
<b>TOTAL REVENUES</b>	<u>517,480</u>	<u>501,758</u>	<u>(15,722)</u>
<b>EXPENDITURES</b>			
Accounting	26,250	20,418	5,832
Audit	4,500	-	4,500
County Treasurer's fee	7,111	7,110	1
Director fees	200	-	200
Insurance and bonds	5,000	5,564	(564)
District management	21,000	17,988	3,012
Legal services	30,000	6,164	23,836
Dues and Membership	500	589	(89)
Miscellaneous	2,500	(63)	2,563
Banking fees	250	199	51
Locates	3,000	295	2,705
Security	48,000	-	48,000
Payroll taxes	15	-	15
Engineering	5,000	-	5,000
Landscaping	75,000	27,634	47,366
Landscaping maintenance - floral	15,000	4,115	10,885
Detention pond maintenance	35,000	-	35,000
Pest control	10,000	402	9,598
Repairs and maintenance	-	2,400	(2,400)
Snowplowing and sweeping	15,000	6,071	8,929
Utilities	75,000	69,169	5,831
Contingency	19,319	-	19,319
<b>TOTAL EXPENDITURES</b>	<u>397,645</u>	<u>168,055</u>	<u>229,590</u>
<b>NET CHANGE IN FUND BALANCES</b>	119,835	333,703	213,868
<b>FUND BALANCES - BEGINNING</b>	<u>1,630,273</u>	<u>1,625,914</u>	<u>(4,359)</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 1,750,108</u>	<u>\$ 1,959,617</u>	<u>\$ 209,509</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

## **SUPPLEMENTARY INFORMATION**

**PARK 70 METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2021**

**DEBT SERVICE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Property taxes	\$ 2,417,913	\$ 2,415,972	\$ (1,941)
Property taxes - ARTA	94,820	94,744	(76)
Specific ownership taxes	175,891	145,386	(30,505)
Net investment income	11,354	356	(10,998)
Other revenue	-	1,000	1,000
<b>TOTAL REVENUES</b>	<u>2,699,978</u>	<u>2,657,458</u>	<u>(42,520)</u>
<b>EXPENDITURES</b>			
County Treasurer's fee	36,269	36,261	8
County Treasurer's fees - ARTA	1,422	1,422	-
Paying agent fees	3,500	6,500	(3,000)
ARTA reimbursement	92,977	93,322	(345)
Bond interest - Series 2016	766,600	383,300	383,300
Bond interest - Series 2019	791,513	395,756	395,757
Bond principal - Series 2016	205,000	-	205,000
Bond principal - Series 2019	190,000	-	190,000
Contingency	2,719	-	2,719
<b>TOTAL EXPENDITURES</b>	<u>2,090,000</u>	<u>916,561</u>	<u>1,173,439</u>
<b>NET CHANGE IN FUND BALANCES</b>	609,978	1,740,897	1,130,919
<b>FUND BALANCES - BEGINNING</b>	<u>1,977,566</u>	<u>1,978,259</u>	<u>693</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 2,587,544</u>	<u>\$ 3,719,156</u>	<u>\$ 1,131,612</u>

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**PARK 70 METROPOLITAN DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2021**

**CAPITAL PROJECTS FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Net investment income	\$ -	\$ 396	\$ 396
<b>TOTAL REVENUES</b>	<u>-</u>	<u>396</u>	<u>396</u>
<b>EXPENDITURES</b>			
Construction Management Fees	961,139	-	961,139
Monuments	500,000	-	500,000
Engineering	15,000	-	15,000
<b>TOTAL EXPENDITURES</b>	<u>1,476,139</u>	<u>-</u>	<u>1,476,139</u>
<b>NET CHANGE IN FUND BALANCES</b>	(1,476,139)	396	1,476,535
<b>FUND BALANCES - BEGINNING</b>	<u>1,476,139</u>	<u>1,474,519</u>	<u>(1,620)</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ -</u>	<u>\$ 1,474,915</u>	<u>\$ 1,474,915</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**PARK 70 METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

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

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

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

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

**Revenues**

**Property Taxes**

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

The calculation of the taxes levied is displayed on the Property Tax Summary page of the Budget at the total adopted mill levy of 37.000 mills; 10.500 for general operations, 25.500 for debt service and 1.000 for the Aurora Regional Improvement (ARI) mill levy. The ARI mill levy is required pursuant to the Amended and Restated Service Plan (Service Plan). The ARI mill levy began in 2007, and pursuant to the Service Plan, will remain 1.000 mill for 20 years, through 2026, and shall be increased to 5.000 mills for the 21<sup>st</sup> through 40<sup>th</sup> 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

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.



**PARK 70 METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (Continued)**

**Property Taxes (Continued)**

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.

**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 0.50%.

**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

**PARK 70 METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Series 2016 Bonds (Continued)**

Ownership Tax Revenues, and 3) any other legally available moneys which the District determines, in its absolute discretion, to credit to the Bond Fund.

**Debt and Leases (Continued)**

**Series 2019 Bonds**

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

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

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

The district has no operating or capital leases.

**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.

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

**\$16,260,000.00**

**General Obligation Refunding and Improvement Bonds, Series 2016**

**Dated September 28, 2016**

**Principal Due December 1**

**Interest Due June 1 and December 1**

**Interest at 5.00%**

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 205,000	\$ 766,600	\$ 971,600
2022	225,000	762,500	987,500
2023	235,000	751,250	986,250
2024	270,000	739,500	1,009,500
2025	280,000	726,000	1,006,000
2026	315,000	712,000	1,027,000
2027	330,000	696,250	1,026,250
2028	370,000	679,750	1,049,750
2029	385,000	661,250	1,046,250
2030	425,000	642,000	1,067,000
2031	450,000	620,750	1,070,750
2032	490,000	598,250	1,088,250
2033	515,000	573,750	1,088,750
2034	565,000	548,000	1,113,000
2035	590,000	519,750	1,109,750
2036	645,000	490,250	1,135,250
2037	675,000	458,000	1,133,000
2038	730,000	424,250	1,154,250
2039	770,000	387,750	1,157,750
2040	830,000	349,250	1,179,250
2041	870,000	307,750	1,177,750
2042	940,000	264,250	1,204,250
2043	985,000	217,250	1,202,250
2044	1,060,000	168,000	1,228,000
2045	1,110,000	115,000	1,225,000
2046	1,190,000	59,500	1,249,500
	<u>\$ 15,455,000</u>	<u>\$ 13,238,850</u>	<u>\$ 28,693,850</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

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

**\$19,300,000.00**

**General Obligation Refunding and Improvement Bonds, Series 2019**

**Dated January 23, 2019**

**Principal Due December 1**

**Interest Due June 1 and December 1**

**Interest at 4.00%**

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 190,000	\$ 791,513	\$ 981,513
2022	220,000	783,913	1,003,913
2023	230,000	775,113	1,005,113
2024	255,000	765,913	1,020,913
2025	270,000	753,163	1,023,163
2026	300,000	742,363	1,042,363
2027	315,000	727,363	1,042,363
2028	350,000	711,613	1,061,613
2029	370,000	694,113	1,064,113
2030	410,000	675,613	1,085,613
2031	425,000	655,113	1,080,113
2032	470,000	633,863	1,103,863
2033	495,000	610,363	1,105,363
2034	535,000	585,613	1,120,613
2035	570,000	558,863	1,128,863
2036	605,000	538,913	1,143,913
2037	630,000	516,225	1,146,225
2038	675,000	492,600	1,167,600
2039	700,000	465,600	1,165,600
2040	750,000	437,600	1,187,600
2041	785,000	407,600	1,192,600
2042	835,000	376,200	1,211,200
2043	870,000	342,800	1,212,800
2044	925,000	308,000	1,233,000
2045	965,000	271,000	1,236,000
2046	1,030,000	232,400	1,262,400
2047	2,320,000	191,200	2,511,200
2048	2,460,000	98,400	2,558,400
	<u>\$ 18,955,000</u>	<u>\$ 15,143,033</u>	<u>\$ 34,098,033</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**Park 70 Metropolitan District**  
**Schedule of Cash Position**  
**September 30, 2021**  
**Updated as of November 1, 2021**

	<b>General Fund</b>	<b>Debt Service Fund</b>	<b>Capital Projects Fund</b>	<b>Total</b>
<b><u>Wells Fargo Bank - Checking Account</u></b>				
Balance as of 09/30/21	\$ 100,849.71	\$ -	\$ -	\$ 100,849.71
Subsequent activity:				
10/13/21 - Aurora Water	(21,846.01)	-	-	(21,846.01)
10/13/21 - Xcel	(88.86)	-	-	(88.86)
10/27/21 - Transfer from CT	97,000.00	3,000.00	-	100,000.00
<i>Anticiapted vouchers payable (last month)</i>	(5,867.48)	(3,000.00)	-	(8,867.48)
<i>Anticiapted vouchers payable (this month)</i>	(6,265.98)	-	-	(6,265.98)
<i>Anticipated Balance</i>	<u>163,781.38</u>	<u>-</u>	<u>-</u>	<u>163,781.38</u>
<b><u>Colostrust - Savings Account</u></b>				
Balance as of 09/30/21	1,840,443.27	592,607.10	-	2,433,050.37
Subsequent activity:				
10/10/21 - Property Tax Receipt	3,599.69	19,078.36	-	22,678.05
10/27/21 - Transfer to checking	(97,000.00)	(3,000.00)	-	(100,000.00)
<i>Anticipated Balance</i>	<u>1,747,042.96</u>	<u>608,685.46</u>	<u>-</u>	<u>2,355,728.42</u>
<b><u>UMB Series 2016 Bond Fund</u></b>				
Balance as of 09/30/21	-	593,423.91	-	593,423.91
Subsequent activity:				
<i>Anticipated Balance</i>	<u>-</u>	<u>593,423.91</u>	<u>-</u>	<u>593,423.91</u>
<b><u>UMB Series 2016 Surplus Fund</u></b>				
Balance as of 09/30/21	-	2,017,315.54	-	2,017,315.54
Subsequent activity:				
<i>Anticipated Balance</i>	<u>-</u>	<u>2,017,315.54</u>	<u>-</u>	<u>2,017,315.54</u>
<b><u>UMB Series 2019 Bond Fund</u></b>				
Balance as of 09/30/21	-	593,853.12	-	593,853.12
Subsequent activity:				
<i>Anticipated Balance</i>	<u>-</u>	<u>593,853.12</u>	<u>-</u>	<u>593,853.12</u>
<b><u>UMB Series 2019 Project Fund</u></b>				
Balance as of 09/30/21	-	-	1,523,944.14	1,523,944.14
Subsequent activity:				
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>1,523,944.14</u>	<u>1,523,944.14</u>
<i>Total by fund</i>	<u>\$ 1,910,824.34</u>	<u>\$ 3,813,278.03</u>	<u>\$ 1,523,944.14</u>	<u>\$ 7,248,046.51</u>

**Yield Information:**

Colostrust Plus (September 2021) - 0.0182%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**PARK 70 METROPOLITAN DISTRICT**  
**Property Taxes Reconciliation**  
**2021**

	Current Year						Prior Year				
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount	% of Total Property Taxes Received		Total Cash	% of Total Property Taxes Received	
							Received	Monthly		Y-T-D	Received
January	\$ -	\$ -	\$ 15,963.62	\$ -	\$ -	\$ 15,963.62	0.00%	0.00%	\$ 15,923.14	0.00%	0.00%
February	953,560.91	-	20,664.71	-	(14,303.41)	959,922.21	31.93%	31.93%	1,298,942.15	47.70%	47.70%
March	75,310.90	296.00	17,895.30	32.56	(1,134.59)	92,400.17	2.53%	34.46%	261,026.07	9.14%	56.84%
April	1,309,946.49	-	22,138.57	-	(19,649.20)	1,312,435.86	43.86%	78.31%	508,928.17	18.60%	75.44%
May	403,679.59	(87,137.25)	19,354.66	(2,316.45)	(4,748.14)	328,832.41	10.60%	88.91%	419,366.07	14.80%	90.24%
June	328,450.50	-	16,191.22	1,704.70	(4,952.33)	341,394.09	11.00%	99.91%	229,163.57	8.02%	98.26%
July	329.02	-	17,196.82	-	(4.94)	17,520.90	0.01%	99.92%	31,824.92	0.45%	98.71%
August	-	-	20,734.19	-	-	20,734.19	0.00%	99.92%	18,945.84	0.00%	98.71%
September	-	-	22,678.05	-	-	22,678.05	0.00%	99.92%	18,803.69	0.00%	98.71%
October	-	-	-	-	-	-	0.00%	99.92%	17,883.57	0.00%	98.71%
November	-	-	-	-	-	-	0.00%	99.92%	(94.74)	-0.64%	98.07%
December	-	-	-	-	-	-	0.00%	99.92%	52,059.73	1.29%	99.36%
	<b>\$ 3,071,277.41</b>	<b>\$ (86,841.25)</b>	<b>\$ 172,817.14</b>	<b>\$ (579.19)</b>	<b>\$ (44,792.61)</b>	<b>\$ 3,111,881.50</b>	<b>99.92%</b>	<b>99.92%</b>	<b>\$ 2,872,772.18</b>	<b>99.36%</b>	<b>99.36%</b>

Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
\$ 474,101.00	15.87%	\$ 473,720.39	99.92%
2,417,913.00	80.95%	2,415,971.89	99.92%
94,820.00	3.17%	94,743.88	99.92%
<b>\$ 2,986,834.00</b>	<b>100.00%</b>	<b>\$ 2,984,436.16</b>	

A.V.	
Certified	94,820,100

**Property Tax**

General Fund	\$ 474,101.00	15.87%	\$ 473,720.39	99.92%
Debt Service Fund	2,417,913.00	80.95%	2,415,971.89	99.92%
ARTA(Debt Service)	94,820.00	3.17%	94,743.88	99.92%
	<b>\$ 2,986,834.00</b>	<b>100.00%</b>	<b>\$ 2,984,436.16</b>	

**Specific Ownership Tax**

General Fund	\$ 33,187.00	15.87%	\$ 27,431.31	82.66%
Debt Service Fund	175,891.00	84.13%	145,385.83	82.66%
	<b>\$ 209,078.00</b>	<b>100.00%</b>	<b>\$ 172,817.14</b>	

**Treasurer's Fees**

General Fund	\$ 7,111.00	15.87%	\$ 7,109.94	99.99%
Debt Service Fund	36,269.00	80.95%	36,260.68	99.98%
ARTA	1,422.00	3.17%	1,421.99	100.00%
	<b>\$ 44,802.00</b>	<b>100.00%</b>	<b>\$ 44,792.61</b>	

**ARTA Property Tax**

Property Taxes (DS) (Net T-Fees)	<b>\$ 93,398.00</b>	<b>3.17%</b>	<b>\$ 93,321.89</b>	<b>99.92%</b>
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Mills	
General	5.000
Debt Service	25.500
ARTA	1.000
	<b>31.500</b>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

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

August 25, 2021

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

AUG 30 2021

To ANN E FINN:

Enclosed is the 2021 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, 2021.

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.

2021 UPDATE: House Bill 21-1312, increase the exemption threshold on personal property accounts from \$7,900 to \$50,000. This means all personal property accounts that have a value of \$7,901 or more, and below \$50,000 that were previously taxable are now exempt. The state will be reimbursing the lost revenue to all taxing entities. The last line of this Certification of Valuation has not been filled in for the preliminary Certification, but the amount will be provided on the December re-Certification.

Sincerely,

A handwritten signature in black ink, appearing to be 'KM' followed by a flourish.

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 8/24/2021

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 2021 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$94,820,100
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$106,160,100
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$106,160,100
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.):	\$20,199.18

\* 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 2021 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2021

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$311,448,662
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, 2021

Data Date: 8/24/2021



PARK 70 METROPOLITAN DISTRICT  
ANNUAL BUDGET  
FOR YEAR ENDING DECEMBER 31, 2022

**PARK 70 METROPOLITAN DISTRICT  
SUMMARY  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

11/4/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 4,480,254	\$ 5,083,978	\$ 5,078,691	\$ 5,078,691	\$ 5,934,063
REVENUES					
Property taxes	2,637,286	2,892,014	2,889,374	2,892,014	3,237,882
Specific ownership taxes	200,204	209,078	112,208	209,078	234,083
Net investment income	36,517	21,546	1,012	1,960	13,027
Property taxes - ARTA	73,258	94,820	94,733	94,820	106,160
Other revenue	-	-	1,000	1,000	-
Total revenues	<u>2,947,265</u>	<u>3,217,458</u>	<u>3,098,327</u>	<u>3,198,872</u>	<u>3,591,152</u>
Total funds available	<u>7,427,519</u>	<u>8,301,436</u>	<u>8,177,018</u>	<u>8,277,563</u>	<u>9,525,215</u>
EXPENDITURES					
General Fund	238,446	397,645	81,500	250,500	377,000
Debt Service Fund	2,061,353	2,090,000	852,417	2,093,000	2,147,500
Capital Projects Fund	49,029	1,476,139	-	-	1,476,119
Total expenditures	<u>2,348,828</u>	<u>3,963,784</u>	<u>933,917</u>	<u>2,343,500</u>	<u>4,000,619</u>
Total expenditures and transfers out requiring appropriation	<u>2,348,828</u>	<u>3,963,784</u>	<u>933,917</u>	<u>2,343,500</u>	<u>4,000,619</u>
ENDING FUND BALANCES	<u>\$ 5,078,691</u>	<u>\$ 4,337,652</u>	<u>\$ 7,243,101</u>	<u>\$ 5,934,063</u>	<u>\$ 5,524,596</u>
EMERGENCY RESERVE	<u>\$ 25,100</u>	<u>\$ 15,600</u>	<u>\$ 14,800</u>	<u>\$ 15,300</u>	<u>\$ 17,200</u>
TOTAL RESERVE	<u>\$ 25,100</u>	<u>\$ 15,600</u>	<u>\$ 14,800</u>	<u>\$ 15,300</u>	<u>\$ 17,200</u>

No assurance provided. See summary of significant assumptions.

PRELIMINARY DRAFT - <sup>1</sup> SUBJECT TO REVISION

**PARK 70 METROPOLITAN DISTRICT  
PROPERTY TAX SUMMARY INFORMATION  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

11/4/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
<b>ASSESSED VALUATION</b>					
Commercial	\$ 46,111,240	\$ 72,632,940	\$ 72,632,940	\$ 72,632,940	\$ 90,317,820
Agricultural	1,810	1,810	1,810	1,810	1,730
State assessed - Real	310	390	390	390	420
Vacant land	2,951,950	1,196,160	1,196,160	1,196,160	150
Personal property	24,664,990	20,988,800	20,988,800	20,988,800	15,839,980
Certified Assessed Value	<u>\$ 73,730,300</u>	<u>\$ 94,820,100</u>	<u>\$ 94,820,100</u>	<u>\$ 94,820,100</u>	<u>\$ 106,160,100</u>
<b>MILL LEVY</b>					
General	10.500	5.000	5.000	5.000	5.000
Debt Service	25.500	25.500	25.500	25.500	25.500
ARI	1.000	1.000	1.000	1.000	1.000
Total mill levy	<u>37.000</u>	<u>31.500</u>	<u>31.500</u>	<u>31.500</u>	<u>31.500</u>
<b>PROPERTY TAXES</b>					
General	\$ 774,168	\$ 474,101	\$ 474,101	\$ 474,101	\$ 530,800
Debt Service	1,880,123	2,417,913	2,417,913	2,417,913	2,707,082
ARI	73,730	94,820	94,820	94,820	106,160
Levied property taxes	2,728,021	2,986,834	2,986,834	2,986,834	3,344,042
Adjustments to actual/rounding	(17,477)	-	(2,727)	-	-
Budgeted property taxes	<u>\$ 2,710,544</u>	<u>\$ 2,986,834</u>	<u>\$ 2,984,107</u>	<u>\$ 2,986,834</u>	<u>\$ 3,344,042</u>
<b>BUDGETED PROPERTY TAXES</b>					
General	\$ 769,208	\$ 474,101	\$ 473,668	\$ 474,101	\$ 530,800
Debt Service	1,868,078	2,417,913	2,415,706	2,417,913	2,707,082
ARI	73,258	94,820	94,734	94,820	106,160
	<u>\$ 2,710,544</u>	<u>\$ 2,986,834</u>	<u>\$ 2,984,107</u>	<u>\$ 2,986,834</u>	<u>\$ 3,344,042</u>

No assurance provided. See summary of significant assumptions.

PRELIMINARY DRAFT - <sup>2</sup> SUBJECT TO REVISION

**PARK 70 METROPOLITAN DISTRICT  
GENERAL FUND  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

11/4/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 1,028,105	\$ 1,630,273	\$ 1,625,914	\$ 1,625,914	\$ 1,883,662
REVENUES					
Property taxes	769,208	474,101	473,668	474,101	530,800
Specific ownership taxes	56,814	33,187	17,811	33,187	37,156
Net investment income	10,233	10,192	480	960	4,500
Total revenues	<u>836,255</u>	<u>517,480</u>	<u>491,959</u>	<u>508,248</u>	<u>572,456</u>
Total funds available	<u>1,864,360</u>	<u>2,147,753</u>	<u>2,117,873</u>	<u>2,134,162</u>	<u>2,456,118</u>
EXPENDITURES					
General and administrative					
Accounting	21,990	26,250	14,416	26,250	28,000
Audit	4,000	4,500	-	4,500	5,000
County Treasurer's fee	11,556	7,111	7,109	7,111	7,962
Director fees	(300)	200	-	200	200
Dues and Membership	478	500	589	589	600
Insurance and bonds	4,732	5,000	5,564	5,564	6,000
District management	26,080	21,000	13,100	24,500	28,000
Legal services	2,993	30,000	5,356	25,000	30,000
Miscellaneous	543	2,500	88	2,500	2,500
Banking fees	3,102	250	-	250	250
Security	-	48,000	-	-	-
Payroll taxes	-	15	-	15	15
Election expense	1,475	-	-	-	5,000
Locates	-	3,000	77	3,000	3,000
Contingency	-	19,319	-	21,021	16,473
Operations and maintenance					
Engineering	375	5,000	-	-	-
Landscaping	61,582	75,000	20,694	50,000	52,000
Signage	540	-	-	-	1,000
Tree replacement & care	-	-	-	-	75,000
Pest control	6,694	10,000	402	10,000	5,000
Utilities	82,870	75,000	8,034	50,000	75,000
Detention pond maintenance	-	35,000	-	-	15,000
Landscaping maintenance - floral	-	15,000	-	5,000	6,000
Snowplowing and sweeping	9,736	15,000	6,071	15,000	15,000
Total expenditures	<u>238,446</u>	<u>397,645</u>	<u>81,500</u>	<u>250,500</u>	<u>377,000</u>
Total expenditures and transfers out requiring appropriation	<u>238,446</u>	<u>397,645</u>	<u>81,500</u>	<u>250,500</u>	<u>377,000</u>
ENDING FUND BALANCE	<u>\$ 1,625,914</u>	<u>\$ 1,750,108</u>	<u>\$ 2,036,373</u>	<u>\$ 1,883,662</u>	<u>\$ 2,079,118</u>
EMERGENCY RESERVE	\$ 25,100	\$ 15,600	\$ 14,800	\$ 15,300	\$ 17,200
TOTAL RESERVE	<u>\$ 25,100</u>	<u>\$ 15,600</u>	<u>\$ 14,800</u>	<u>\$ 15,300</u>	<u>\$ 17,200</u>

No assurance provided. See summary of significant assumptions.

**PARK 70 METROPOLITAN DISTRICT  
DEBT SERVICE FUND  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

11/4/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 1,936,981	\$ 1,977,566	\$ 1,978,258	\$ 1,978,258	2,575,282
REVENUES					
Property taxes	1,868,078	2,417,913	2,415,706	2,417,913	2,707,082
Specific ownership taxes	143,390	175,891	94,397	175,891	196,927
Property taxes - ARTA	73,258	94,820	94,733	94,820	106,160
Net investment income	17,904	11,354	198	400	7,527
Other revenue	-	-	1,000	1,000	-
Total revenues	<u>2,102,630</u>	<u>2,699,978</u>	<u>2,606,034</u>	<u>2,690,024</u>	<u>3,017,696</u>
Total funds available	<u>4,039,611</u>	<u>4,677,544</u>	<u>4,584,292</u>	<u>4,668,282</u>	<u>5,592,978</u>
EXPENDITURES					
General and administrative					
County Treasurer's fee	28,065	36,269	36,257	36,269	40,606
Paying agent fees	4,767	3,500	3,500	6,500	6,500
ARTA reimbursement	72,157	92,977	32,182	92,977	104,036
County Treasurer's fees - ARTA	1,101	1,422	1,422	1,422	1,592
Contingency	-	2,719	-	2,719	3,353
Debt Service					
Bond interest - Series 2016	776,350	766,600	383,300	766,600	762,500
Bond interest - Series 2019	798,913	791,513	395,756	791,513	783,913
Bond principal - Series 2016	195,000	205,000	-	205,000	225,000
Bond principal - Series 2019	185,000	190,000	-	190,000	220,000
Total expenditures	<u>2,061,353</u>	<u>2,090,000</u>	<u>852,417</u>	<u>2,093,000</u>	<u>2,147,500</u>
Total expenditures and transfers out requiring appropriation	<u>2,061,353</u>	<u>2,090,000</u>	<u>852,417</u>	<u>2,093,000</u>	<u>2,147,500</u>
ENDING FUND BALANCE	<u>\$ 1,978,258</u>	<u>\$ 2,587,544</u>	<u>\$ 3,731,875</u>	<u>\$ 2,575,282</u>	<u>3,445,478</u>

No assurance provided. See summary of significant assumptions.

4  
PRELIMINARY DRAFT - SUBJECT TO REVISION

**PARK 70 METROPOLITAN DISTRICT  
CAPITAL PROJECTS FUND  
2022 BUDGET  
WITH 2020 ACTUAL AND 2021 ESTIMATED  
For the Years Ended and Ending December 31,**

11/4/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 1,515,168	\$ 1,476,139	\$ 1,474,519	\$ 1,474,519	\$ 1,475,119
REVENUES					
Net investment income	8,380	-	334	600	1,000
Total revenues	<u>8,380</u>	<u>-</u>	<u>334</u>	<u>600</u>	<u>1,000</u>
EXPENDITURES					
General and Administrative					
Capital Projects					
Street Lights	49,029	-	-	-	-
Engineering	-	15,000	-	-	15,000
Monuments	-	500,000	-	-	500,000
Construction Management Fees	-	961,139	-	-	961,119
Total expenditures	<u>49,029</u>	<u>1,476,139</u>	<u>-</u>	<u>-</u>	<u>1,476,119</u>
Total expenditures and transfers out requiring appropriation	<u>49,029</u>	<u>1,476,139</u>	<u>-</u>	<u>-</u>	<u>1,476,119</u>
ENDING FUND BALANCE	<u>\$ 1,474,519</u>	<u>\$ -</u>	<u>\$ 1,474,853</u>	<u>\$ 1,475,119</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**PARK 70 METROPOLITAN DISTRICT  
2022 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

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

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

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

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

**Revenues**

**Property Taxes**

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

The calculation of the taxes levied is displayed on the Property Tax Summary page of the Budget at the total adopted mill levy of 37.000 mills; 10.500 for general operations, 25.500 for debt service and 1.000 for the Aurora Regional Improvement (ARI) mill levy. The ARI mill levy is required pursuant to the Amended and Restated Service Plan (Service Plan). The ARI mill levy began in 2007, and pursuant to the Service Plan, will remain 1.000 mill for 20 years, through 2026, and shall be increased to 5.000 mills for the 21<sup>st</sup> through 40<sup>th</sup> 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

**PARK 70 METROPOLITAN DISTRICT  
2022 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (Continued)**

**Property Taxes (Continued)**

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.

**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 0.25%.

**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



**PARK 70 METROPOLITAN DISTRICT  
2022 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Series 2016 Bonds (Continued)**

Ownership Tax Revenues, and 3) any other legally available moneys which the District determines, in its absolute discretion, to credit to the Bond Fund.

**Debt and Leases (Continued)**

**Series 2019 Bonds**

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

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

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

The district has no operating or capital leases.

**Reserve Funds**

**Emergency Reserve**

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

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

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

**\$16,260,000.00**

**General Obligation Refunding and Improvement Bonds, Series 2016**

**Dated September 28, 2016**

**Principal Due December 1**

**Interest Due June 1 and December 1**

**Interest at 5.00%**

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 225,000	\$ 762,500	\$ 987,500
2023	235,000	751,250	986,250
2024	270,000	739,500	1,009,500
2025	280,000	726,000	1,006,000
2026	315,000	712,000	1,027,000
2027	330,000	696,250	1,026,250
2028	370,000	679,750	1,049,750
2029	385,000	661,250	1,046,250
2030	425,000	642,000	1,067,000
2031	450,000	620,750	1,070,750
2032	490,000	598,250	1,088,250
2033	515,000	573,750	1,088,750
2034	565,000	548,000	1,113,000
2035	590,000	519,750	1,109,750
2036	645,000	490,250	1,135,250
2037	675,000	458,000	1,133,000
2038	730,000	424,250	1,154,250
2039	770,000	387,750	1,157,750
2040	830,000	349,250	1,179,250
2041	870,000	307,750	1,177,750
2042	940,000	264,250	1,204,250
2043	985,000	217,250	1,202,250
2044	1,060,000	168,000	1,228,000
2045	1,110,000	115,000	1,225,000
2046	1,190,000	59,500	1,249,500
	<u>\$ 15,250,000</u>	<u>\$ 12,472,250</u>	<u>\$ 27,722,250</u>

No assurance provided. See summary of significant assumptions

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

**\$19,300,000.00**

**General Obligation Refunding and Improvement Bonds, Series 2019**

**Dated January 23, 2019**

**Principal Due December 1**

**Interest Due June 1 and December 1**

**Interest at 4.00%**

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 220,000	\$ 783,913	\$ 1,003,913
2023	230,000	775,113	1,005,113
2024	255,000	765,913	1,020,913
2025	270,000	753,163	1,023,163
2026	300,000	742,363	1,042,363
2027	315,000	727,363	1,042,363
2028	350,000	711,613	1,061,613
2029	370,000	694,113	1,064,113
2030	410,000	675,613	1,085,613
2031	425,000	655,113	1,080,113
2032	470,000	633,863	1,103,863
2033	495,000	610,363	1,105,363
2034	535,000	585,613	1,120,613
2035	570,000	558,863	1,128,863
2036	605,000	538,913	1,143,913
2037	630,000	516,225	1,146,225
2038	675,000	492,600	1,167,600
2039	700,000	465,600	1,165,600
2040	750,000	437,600	1,187,600
2041	785,000	407,600	1,192,600
2042	835,000	376,200	1,211,200
2043	870,000	342,800	1,212,800
2044	925,000	308,000	1,233,000
2045	965,000	271,000	1,236,000
2046	1,030,000	232,400	1,262,400
2047	2,320,000	191,200	2,511,200
2048	2,460,000	98,400	2,558,400
	<u>\$ 18,765,000</u>	<u>\$ 14,351,513</u>	<u>\$ 33,116,513</u>

No assurance provided. See summary of significant assumptions.

**RESOLUTION NO. 2021 – 11 - \_\_\_\_**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE PARK 70 METROPOLITAN DISTRICT**  
**TO ADOPT THE 2022 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 2022 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, 2021, 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 9, 2021, 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 2022 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 9TH day of NOVEMBER, 2021.

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Secretary

(SEAL)

EXHIBIT A  
(Budget)

I, Ann Finn, hereby certify that I am the duly appointed Secretary of the Park 70 Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2022, duly adopted at a meeting of the Board of Directors of the Park 70 Metropolitan District held on November 9, 2021.

By: \_\_\_\_\_  
Secretary





**RESOLUTION NO. 2021 - 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 2022 annual budget in accordance with the Local Government Budget Law on November 9, 2021; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2022 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

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 2022 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 2022 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 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 9th day of November, 2021.

\_\_\_\_\_  
Secretary

(SEAL)

**EXHIBIT A**  
(Certification of Tax Levies)





**CliftonLarsonAllen LLP**  
8390 East Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111  
phone 303-779-5710 fax 303-779-0348  
[CLAconnect.com](http://CLAconnect.com)

September 14, 2021

Board of Directors  
Park 70 Metro District  
8390 East Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Park 70 Metro District (“you,” “your,” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

### **Scope of professional services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

### **Management responsibilities**

Management and, when appropriate, the board of directors of the district acknowledge and understand that our role is to provide the services identified in an SOW and that management and the board of directors of the district have certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its management responsibilities. References to management in this MSA and in an SOW are applicable to the board of directors of the district.

### **Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, your management agrees to assume all management responsibilities; oversee the services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

### **Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](http://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

### ***Other fees***

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

### ***Finance charges and collection expenses***

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

### **Mediation**

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Colorado, without giving effect to choice of law principles.

### **Limitation of remedies**

**These limitation of remedies provisions are not applicable for any audit, examination, or agreed-upon procedures services provided to you.**

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Colorado, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within the shorter of these periods ("Limitation Period"):

### **Consulting services**

- For each service pursuant to an SOW, separately within twenty-four (24) months after the date we deliver the services or work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW.
- Within twenty-four (24) months from the date of our last billing for services performed pursuant to the SOW on which the dispute is based.
- Within twenty-four (24) months after the termination by either party of either this MSA or the district's ongoing relationship with CLA.

### **Tax services**

- For tax return preparation, separately within thirty-six (36) months after the date when we deliver any final tax return(s) pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW relating to said return(s).

CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See [nexia.com/member-firm-disclaimer](http://nexia.com/member-firm-disclaimer) for details.



- For tax consulting engagements, separately within thirty-six (36) months from the date of our last billing for services pursuant to the SOW on which the dispute is based.
- For all tax return and tax consulting engagements, within twelve (12) months from the date when you terminate this MSA or the district's ongoing relationship with CLA.

***Examination, compilation, and preparation services related to prospective financial information***

- For examination, compilation, and preparation services related to prospective financial information (i.e., forecasts and projections), separately within twelve (12) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

***Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information***

- For audit, review, examination, agreed-upon procedures, compilation, and preparation services, separately within twenty-four (24) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

**CLA shall be authorized to the following cash access services:**

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
  - Paper checks – we will prepare the checks for your approval and wet ink signature.
  - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments.
  - ACH/Wire – we will use this method as needed/as requested, with your approval.

We understand that you will designate one or more members of the Board to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately.
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above.
- Take deposits to the bank that include cash.
- If applicable, have access to cash-in-kind assets, such as coupons.
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function.

CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See [nexia.com/member-firm-disclaimer](https://nexia.com/member-firm-disclaimer) for details.



## **Management responsibilities relevant to CLA's access to your cash**

All members of your Board of Directors are responsible for the processes below; however, we understand that you will designate one or more board members to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then Board will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

## **Other provisions**

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by law.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

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When performing the services identified in applicable SOWs, we will utilize the resources available at the district, when applicable, to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this agreement, except as may be assumed in a SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

## **Consent**

### ***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Park 70 Metro District information in these cost comparison, performance indicator, and/or benchmarking reports.

### ***Subcontractors***

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

### ***Technology***

CLA may, at times, use third-party software applications to perform services under this agreement. You authorize CLA to sign on your behalf any vendor agreements applicable to such software applications. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

## **Termination of MSA**

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

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## Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

**CliftonLarsonAllen LLP**

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

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

**Response:**

This agreement correctly sets forth the understanding of Park 70 Metro District.

APPROVED:

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Signature

---

Title

---

Date



**CliftonLarsonAllen LLP**  
8390 East Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111  
phone 303-779-5710 fax 303-779-0348  
**CLAconnect.com**

## **Special Districts Preparation SOW**

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Park 70 Metro District (“you” and “your”) dated September 14, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

### **Scope of professional services**

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

### ***Ongoing normal accounting services:***

Outsourced accounting activities

For each fund of the district, CLA will generally prepare and maintain the following accounting records:

- Cash receipts journal
- Cash disbursements journal
- General ledger
- Accounts receivable journals and ledgers
- Deposits with banks and financial institutions
- Schedule of disbursements
- Bank account reconciliations
- Investment records
- Detailed development fee records

Process accounts payable including the preparation and issuance of checks for approval by a designated individual

Prepare billings, record billings, enter cash receipts, and track revenues

Reconcile certain accounts regularly and prepare journal entries

Prepare depreciation schedules

Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.

Prepare a schedule of cash position to manage the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors.

Prepare the annual budget and assist with the filing of the annual budget – additional information is provided below.

Assist the district's board of directors in monitoring actual expenditures against appropriation/budget.

If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors.

If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.

Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.

Review claims for reimbursement from related parties prior to the board of directors' review and approval.

Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements' requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.

Attend board meetings as requested.

Be available during the year to consult with you on any accounting matters related to the district.

Review and approve monthly reconciliations and journal entries prepared by staff

Reconcile complex accounts monthly and prepare journal entries

Analyze financial statements and present to management and the board of directors.

Develop and track key business metrics as requested and review periodically with the board of directors.

Document accounting processes and procedures

Continue process and procedure improvement implementation

Report and manage cash flows

Assist with bank communications.

Perform other nonattest services.

## **Compilation services**

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

## **Preparation services – financial statements**

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

## **Preparation services - annual**

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

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

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

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

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

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

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

## **Engagement objectives and our responsibilities**

The objectives of our engagement are to:

- a. Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.



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

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

### **Engagement procedures and limitations**

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

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

### **Our report**

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption



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from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

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

### **No assurance statements**

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

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

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

### **Management responsibilities**

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

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

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

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



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

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

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

### **Fees, time estimates, and terms**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended



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if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

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

Principal	\$300 - \$425
Chief Financial Officer	\$200 - \$385
Controller	\$180 - \$250
Senior	\$140 - \$180
Staff	\$ 80 - \$150
Administrative support	\$ 80 - \$120

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

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

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

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

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

#### **Municipal advisors**

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



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discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

**Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)**

***Unlawful employees, contractors, and subcontractors***

We shall not knowingly employ or contract with a worker without authorization to perform work under this contract. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [CRS 8-17.5-102(2)(a)(I) and (II)]

***Verification regarding workers without authorization***

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ and contract workers without authorization.

***Limitation regarding E-Verify Program and the Department Program***

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

***Duty to terminate a subcontractor and exceptions***

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

***Duty to comply with state investigation***

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

**Agreement**

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



Sincerely,

**CliftonLarsonAllen LLP**

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

Jason Carroll, CPA

Principal

Jason.Carroll@CLAconnect.com



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APPROVED:

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Signature

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Title

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Date



**CliftonLarsonAllen LLP**  
8390 East Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111  
phone 303-779-5710 fax 303-779-0348  
**CLAconnect.com**

## **Payroll Services SOW**

**Date: September 14, 2021**

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Park 70 Metro District (“you” and “your”) dated September 14, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

### **Scope of payroll preparation services**

We will provide the following payroll preparation services from information you provide:

- For each pay period:
  - Perform payroll calculations
  - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
  - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
  - Processing retirement plan contribution payments
  - Preparation of retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):
  - All copies of required forms W-2 and W-3
  - Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
  - Form 943 – Employers Annual Tax Return for Agricultural Employees
  - All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
  - Form 941 – Employers Quarterly Tax Return
  - State Employers Quarterly Withholding Return
  - State Employers Quarterly Unemployment Tax Return (SUTA)
  - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability



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- Cash access services related to payroll services
  - Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of your officer(s) who are responsible for signing checks and bank drafts on your behalf.
  - Obtain access to electronic signatures or signatures embedded into cloud-based software for the purpose of drafting payments on your behalf.
  - Prepare checks to be drawn upon your bank account(s) and to use the above noted methods to thereby finally approve such checks for payment by the corresponding bank(s).
  - Initiate the direct deposit of employee net pay from funds drawn upon your bank account(s).
- The following services would impair independence
  - Accept responsibility to authorize payment of client funds, electronically or otherwise, except as specifically provided for with respect to electronic payroll tax payments.
  - Accept responsibility to sign or cosign client checks, even if only in emergency situations.
  - Maintain a client's bank account or otherwise have custody of a client's funds or make credit for banking decisions for the client.

#### **Our responsibility to you and limitations of the payroll services**

We will prepare the entity's federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the payroll and related returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our payroll preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our payroll preparation services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's payroll that we may not identify as a result of misrepresentations made to us by you.

Our payroll preparation services will include electronically transmitting information to taxing authorities and your financial institution to facilitate the electronic transfer of funds. Authorizations for us to provide these services will be made in separate communications.

Our payroll preparation services will include transmitting federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf. Authorizations for us to provide these services will be made in separate communications.

#### **Your responsibilities**

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and returns. We will have no obligations with regard to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us. All necessary information should be provided to us within two days of the close of each payroll period or no later than two days



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prior to your payroll check date. A list of information we will require and the dates required will be provided in a separate communication.

For all nonattest services we may provide to you, including these payroll services, management agrees to assume all management responsibilities; oversee the services; by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls.
- Careful review of paychecks or pay-stubs, and payroll journals for each periodic payroll.
- Accuracy of information used in the preparation and filing of all government forms.
- Review and pre-approval of each electronic funds transfer initiated on your behalf for employee net pay amounts, payroll tax and withholding liabilities, and related benefit amounts.

You are responsible to carefully review the paper returns that we prepare on your behalf before signing and submitting them to tax authorities. You are responsible to review the paper copies of payroll forms and tax returns that were filed electronically on your behalf. We will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

You are also responsible for the payment of payroll tax and withholding liabilities. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at [www.eftps.gov](http://www.eftps.gov), or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/statelocal-wider/>.

### **Your responsibilities relevant to CLA's access to your cash**

Someone with management authority is responsible for the processes below. All approvals listed must be documented in writing, either electronically or manually:

- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all payroll runs prior to cash being committed.

### **Fees**

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Other than annual adjustments reflecting inflation, our professional fees will not fluctuate unless there is a significant change in the number of employees, taxing jurisdictions, or in the services you wish for us to provide. If such changes should





occur, we will discuss any fee adjustments with you prior to making any changes to your billing. Lastly, any additional forms that you would like us to complete will be charged at an hourly fee.

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of services considered to be outside the scope of our engagement. We will bill you for additional services you would like us to provide at an hourly fee at periodic dates after the additional service has been performed.

- Reprocessing for corrected information provided to us subsequent to original payroll
- Preparation of non-standard reports
- Calculation of fringe benefit additions
- Processing retirement plan contribution payments
- Preparation of retirement plan and other census information
- Responding to workers compensation insurance audits
- Responding to employment verification requests
- Preparation of additional state tax registrations
- Preparation of amended payroll tax returns
- Responding to tax notices

### **Tax examinations**

All government forms and returns are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you. Services in connection with tax examinations are not included in our fee for preparation of your payroll returns. Our fee for such services will be billed to you separately, along with any direct costs.

### **Record retention**

You are responsible for retaining all documents, records, payroll journals, canceled checks, receipts, or other evidence in support of information and amounts reported in your payroll records and on your quarterly and calendar year-end payroll forms and tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of the payroll forms and tax returns should be retained indefinitely.

In preparing the payrolls, payroll forms, and tax returns, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the



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time our records are available. The working papers and files of our firm are not a substitute for the records of the entity.

### **Tax consulting services**

This SOW also covers tax consulting services that may arise for which the entity seeks our consultation and advice, both written and oral, that are not the subject of a separate SOW. These additional services are not included in our fees for the preparation of the payroll and related federal and state forms and tax returns.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for the entity's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

### **Communications and confidentiality**

CLA will hold the information supplied by the entity to us in confidence and CLA will not disclose it to any other person or party, unless the entity authorizes us to do so, it is published or released by the entity, or it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

### **Consent to send you publications and other materials**

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes the entity name and address as well as the business and financial information you provided to us.

By signing and dating this SOW, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice. If you do not wish to authorize such use, please strike out this paragraph prior to signing the SOW.



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See [nexia.com/member-firm-disclaimer](http://nexia.com/member-firm-disclaimer) for details.

## Legal compliance

The entity agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the entity or the entity's business, including the accuracy and lawfulness of any reports the entity submits to any government regulator, authority, or agency. The entity also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the entity to any governmental or regulatory body, or for any insurance reimbursement in the event that the entity is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

## Agreement

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

Sincerely,

**CliftonLarsonAllen LLP**



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



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See [nexia.com/member-firm-disclaimer](http://nexia.com/member-firm-disclaimer) for details.

Enclosures

**Response:**

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

APPROVED:

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Signature

---

Title

---

Date

Recording Requested By and  
When Recorded Return To:

Prologis, L.P.  
Attn: Legal Department (AK)  
1800 Wazee Street, Suite 500  
Denver, CO 80202

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(Space above this line for Recorder's use)

**ASSIGNMENT AND ASSUMPTION  
OF DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF AURORA AND PROLOGIS REGARDING  
PROLOGIS PARK 70**

**THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF AURORA AND PROLOGIS REGARDING PROLOGIS PARK 70** (this "Assignment") is made as of the [●] day of November, 2021 ("Effective Date") by and between **PROLOGIS**, a Maryland real estate investment trust ("Assignor") and Park 70 Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Assignee").

**WITNESSETH:**

**WHEREAS**, as of the date hereof, Assignor is the Developer under that certain Development Agreement between the City of Aurora and Developer Regarding Prologis Park 70, dated May 19, 2003, and recorded in the Official Records of Adams County, State of Colorado, on June 17, 2003 as Document Number C1159182 (the "DA");

**WHEREAS**, Assignee is a special district within the meaning described in Section 8 of the DA to facilitate financing, maintenance, and development of the public infrastructure improvements and other public facilities for which Developer is or may become obligated under the terms of the DA, and the formation documents of Assignee require the Assignee to honor the obligations under the DA, including the obligations of Assignor, which are assigned to and assumed by Assignee hereunder; and

**WHEREAS**, Assignor intends to substantially concurrently herewith sell, transfer and convey all of its right, title and interest in the Property (as defined in the DA) which is the subject of the DA, and as contemplated in Section 8 of the DA, Assignee has agreed to receive an assignment from Assignor of all of Assignor's right, title and interest under and has agreed to assume all obligations and liabilities of Developer under the DA to the extent such obligations and liabilities are not completed or satisfied prior to the Effective Date hereof.

**NOW, THEREFORE**, for valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment to Assignee. Assignor hereby assigns, transfers and sets over to Assignee all of its right, title and interest as Developer under the DA.

2. Acceptance and Assumption of Obligations. Assignee hereby accepts the assignment of the DA and hereby agrees to pay, perform and discharge all obligations of Assignee as Developer with respect thereto first arising and accruing from and after the date hereof as and when they become due. Assignee and Assignor shall cooperate to obtain from the City of Aurora a written release of Assignor for the performance of the assumed obligations hereunder.

3. Counterparts. This Assignment may be executed in one or more counterparts and may be delivered by facsimile or other electronic means (including by .pdf or DocuSign), each of which shall be deemed an original but all of which shall constitute one and the same instrument.

4. Governing Law and Jurisdiction; Waiver of Jury Trial. This Assignment and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment ("Related Claims") shall be governed by and construed in accordance with the domestic laws of the State of Colorado, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Colorado. Each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of any state or federal court sitting in the State of Colorado, over any suit, action or other proceeding brought by any party arising out of or relating to this Assignment, and each of the parties hereto hereby irrevocably agrees that all claims with respect to any such suit, action or other proceeding shall be heard and determined in such courts and not in any other court. Each of the parties hereto waives any defense of inconvenient forum to the maintenance of any proceeding so brought. EACH PARTY HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT BY OR AGAINST IT ARISING OUT OF OR RELATED TO THIS ASSIGNMENT AND ANY RELATED CLAIMS, THE OTHER AGREEMENTS CONTEMPLATED HEREBY OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment as of the date, month and year first above written.

**ASSIGNOR:**

**PROLOGIS**, a Maryland real estate investment trust

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**PARK 70 METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signatures continue on following page]*

The City of Aurora hereby fully releases Assignor from any and all obligations under the Agreement which have been assumed by Assignee, including without limitation, any and all obligations for the performance of the assumed obligations which have not been performed prior to the date hereof.

City of Aurora, a municipal corporation of the  
Counties of Adams, Arapahoe and Douglas, State of  
Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED as to legal form by:

\_\_\_\_\_  
[INSERT TITLE]

\_\_\_\_\_  
[INSERT TITLE]



STATE OF COLORADO  
CITY/COUNTY OF DENVER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of Prologis, a Maryland real estate investment trust.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF COLORADO  
CITY/COUNTY OF DENVER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of Park 70 Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF COLORADO  
CITY/COUNTY OF DENVER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of THE CITY OF AURORA, a municipal corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**RESOLUTION NO. 2021-11-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
SBC METROPOLITAN DISTRICT  
CALLING A REGULAR ELECTION FOR DIRECTORS  
MAY 3, 2022**

A. The terms of the offices to which Directors Tom Martin and Keiffer Garton have previously been appointed expires upon their re-election, or the election of their successor at the regular election, to be held on May 3, 2022 (“**Election**”), and upon such successor taking office.

B. Three (3) vacancies currently exist on the Board of Directors of the District.

C. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect two (2) Directors to serve until the next regular election, to occur May 2, 2023, and three (3) Directors to serve until the second regular election, to occur May 6, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the SBC Metropolitan District (the “**District**”) of the City and County of Denver, Colorado:

1. Date and Time of Election. The Election shall be held on May 3, 2022, 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 2, 2023, and three (3) Directors shall be elected to serve until the second regular election, to occur May 6, 2025.

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

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

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

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

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with the Designated Election Official of the District, c/o Ann Finn Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, 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 26, 2022).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from Ann Finn, 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.

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 1, 2022, 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 3, 2022]**

RESOLUTION APPROVED AND ADOPTED on November 9, 2021.

**SBC METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

## LANDSCAPE SERVICES AGREEMENT

### Terms and Conditions

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of January 1, 2022 between BrightView Landscape Services, Inc. ("BrightView"), and Park 70 Metropolitan District ("Client"). If Client is other than the record owner of each property where goods or services will be delivered under this Agreement, then Client is executing and entering into this Agreement on its own behalf and as duly authorized agent for the record owner(s) of those properties.

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

#### 1. Services.

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

**2. Term.** The "Initial Term" of this Agreement shall start on January 1, 2022 and end on December 31, 2022.

**3. Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the

services, goods, and materials identified in the Work Order (the "Work Order Charges").

**4. Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

#### 5. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

#### 6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView an annual service fee of \$31,680 plus any Per Occurrence Service Fee set forth herein (The "Service Fee"), subject to adjustments as described below.
- (b) Client shall pay the Service Fee to BrightView in advance through monthly payments according to the attached Billing Information and Schedule ( See attached Billing Schedule). If no Billing Information and Schedule is attached to this Agreement or if the attached Billing Information and Schedule does not specify the months and amounts due, then the Service Fee shall be payable in advance in 12 equal monthly

installments, beginning in the month of January 2022). Monthly invoices will be dated the 1<sup>st</sup> of each month for which service is to be performed, and payments are due no later than the 15<sup>th</sup> calendar day of the month. Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting overdue Service Fees, Work Order Charges, and administrative charges.

- (c) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and any Billing Information Schedule attached hereto, the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan and Billing Information and Schedule are implemented for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (d) Unless specified otherwise in the attached Billing Information and Schedule, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 3% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.
- (e) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fees required to be

paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fees, less than the amount invoiced by BrightView.

#### **7. Termination.**

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

#### **8. General Provisions.**

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order



services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.

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

Client) and their respective heirs, legal representatives, successors and assigns.

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

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

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

**BRIGHTVIEW (as defined in the first paragraph)**

**CLIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

- Filing a report at [www.brightviewconcerns.com](http://www.brightviewconcerns.com); or
- Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.

Thank you for your confidence in partnering with BrightView.

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

**Billing Information and Schedule**

Landscape Site Name:*	Park 70 Metro District	Landscape Site Location:	Smith Way and E. 19 <sup>th</sup> Avenue Brighton, CO 80019
Client Business Name:	Park 70 Metro District	Client Contact Name:	Robert Graham
Client Contact Telephone:	303-987-0835	Client Contact Email:	rgraham@sdmsi.com
Billing Business Name:	Special District Management Services, Inc.	Billing Contact Name:	Ann Finn
Billing Contact Telephone:	720-270-9822	Billing Contact Address:	141 Union Boulevard, Suite 150 Lakewood, CO 80228
BrightView Contact Name:	Paul Lorenz	BrightView Contact Telephone:	303-288-2701

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

**Recurring Services Billing Schedule:**

	First Year	Second Year	Third Year	Fourth Year
January 1 <sup>st</sup>	<u>\$2,640</u>			
February 1 <sup>st</sup>	<u>\$2,640</u>		-	
March 1 <sup>st</sup>	<u>\$2,640</u>			
April 1 <sup>st</sup>	<u>\$2,640</u>			
May 1 <sup>st</sup>	<u>\$2,640</u>			
June 1 <sup>st</sup>	<u>\$2,640</u>			
July 1 <sup>st</sup>	<u>\$2,640</u>			
August 1 <sup>st</sup>	<u>\$2,640</u>			
September 1 <sup>st</sup>	<u>\$2,640</u>			
October 1 <sup>st</sup>	<u>\$2,640</u>			
November 1 <sup>st</sup>	<u>\$2,640</u>			
December 1 <sup>st</sup>	<u>\$2,640</u>			
<b>Total Service Fee:</b>	<b>\$31,680</b>			

**Per Occurrence Service Fee Schedule:**

**\*Select one:**

Plus sales tax where applicable

X Includes sales tax. If tax laws change increasing applicable taxes, BrightView may adjust the Service Fee to reflect such increase.

**Additional notes on Billing Information and Schedule**

**Scope of Landscape Services**

Landscape Site Name:*	Park 70 Metro District	Landscape Site Location:	Smith Way and E. 19 <sup>th</sup> Avenue Brighton, CO 80019
Client Business Name:	Park 70 Metro District	Client Contact Name:	Robert Graham
Client Contact Telephone:	303-987-0835	Client Contact Email:	rgraham@sdmsi.com

**Description of Services at this Landscape Site (attach diagrams if necessary):**

**“Service Specifications for Contract Landscape Management.”**

**I. Scope of Work:**

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

**II. Turf Care:**

**A. Mowing: Included Frequencies: 26**

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

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

**B. String Trimming: Included Frequencies: 26**

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

**C. Edging: Included Frequencies : 13**

All turf areas adjacent to sidewalks shall be edged.

**D. Blowing: Included Frequencies: 26**

Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This does not include the blowing of car ports and/or parking lots.

E. *Aeration: Included Frequencies: 1*

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

F. *Fertilization: Included Frequencies: 1 Season-Release Application*

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

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

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

III. **Shrubs and Bed Areas**

A. *Shrub Pruning: 1*

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

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

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

B. *Weed Control: Included Frequencies: 26*

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

C. *Annual Color Program: Included Frequencies: 1*

Summer annuals shall be planted in the flower beds denoted in yellow on the District Landscape Maintenance Map. Soil amendments/compost shall be added annually, and soil tilling shall be performed before planting occurs. Annuals shall be fertilized once after installation. All annual landscape materials shall be removed and disposed of at the end of the season. Tulip bulbs of various colors shall be planted in each flower bed in

the fall. Spent tulips and bulbs shall be removed in spring before summer annuals are planted.

Deadheading of all spent flowers shall occur as needed.

All flower beds shall be kept reasonably free of weeds.

IV. **Tree Care:**

A. *Limbing: Included Frequencies: 1*

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

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

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

V. **Native Areas:**

A. *Full Native Turf Mowing: Included Frequencies: 2*

Detention pond tracts highlighted in blue on District Maintenance Map shall be mowed twice annually, to occur in early spring and late summer, or as directed by a representative of the District.

B. *Beauty Band Native Turf Mowing: Included Frequencies: 5*

All native areas along sidewalks, curb lines and formally landscape areas shall be mowed during growing season on months when full native mowing not occur

C. *Native Weed Control: Included Frequencies: 2*

All native grass and native bed areas shall be kept reasonably free of weeds at all times using chemical means

VI. **Irrigation System:**

A. *Activation: Included Frequencies: 1*

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

B. *Monitoring: Included Frequencies: 20-22*

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

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

Meter reading, usage tracking and reporting is not included but can be performed on a time and material basis if requested by Owner/Client

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

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

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

D. *Emergency Service Calls:*

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

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

A. *Growing Season: Included Frequencies: 26*

All landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste (but does include servicing of pet waste stations), parking lots, or parking structures, nor does it

include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

*B. Dormant Season: Included Frequencies: 26*

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

**VIII. Spring Cleanup: Included Frequencies: 1**

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

**IX. Fall Cleanup: Included Frequencies: 2**

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

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

**X. Bio-Hazards:**

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

**ADDITIONAL SERVICES AVAILABLE**

Beyond those services made a part of the base contract, BrightView Landscape Services, Inc. offers a number of additional landscape management services to help beautify, protect, and keep safe your landscape. These services include:

1. Irrigation Winterization can be performed during the Fall of 2021 as a separate work order for \$250
2. Tree Trimming
3. Irrigation Meter Reading, Usage Tracking and Reporting
4. Winter Watering
5. Landscape enhancement and beautification services, including design and construction, turf renovation, plant replacement, and irrigation repair and upgrade/installation



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd  
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 📧 sales@cdi-services.com

<b>To:</b> SDMS	<b>Contact:</b> Robert Graham
<b>Address:</b> 141 Union Boulevard, Suite 150 Lakewood, CO 80228	<b>Phone:</b> 303-987-0835
	<b>Fax:</b> 303-987-2032
<b>Project Name:</b> Park 70 Metropolitan District - Detention Pond Maintenance	<b>Bid Number:</b>
<b>Project Location:</b> Aurora, CO	<b>Bid Date:</b> 10/19/2021
<b>Addendum #:</b> N/a	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>P70MD Pond #1</b>				
<b>Debris And Trash Pick-up</b> - Includes Outlet, Trickle Channel, & Dirt Removal	2.00	EACH	\$2,425.00	\$4,850.00
			<b>Total Price for above P70MD Pond #1 Items:</b>	<b>\$4,850.00</b>
<b>P70MD Pond #2</b>				
<b>Debris And Trash Pick-up</b> - Includes Outlet, Trickle Channel, & Dirt Removal	2.00	EACH	\$1,237.00	\$2,474.00
			<b>Total Price for above P70MD Pond #2 Items:</b>	<b>\$2,474.00</b>
<b>P70MD Pond #3</b>				
<b>Debris And Trash Pick-up</b> - Includes Outlet, Trickle Channel, & Dirt Removal	2.00	EACH	\$1,213.00	\$2,426.00
			<b>Total Price for above P70MD Pond #3 Items:</b>	<b>\$2,426.00</b>
<b>P70MD Pond #4</b>				
<b>Debris And Trash Pick-up</b> - Includes Outlet, Trickle Channel, & Dirt Removal	2.00	EACH	\$1,534.00	\$3,068.00
			<b>Total Price for above P70MD Pond #4 Items:</b>	<b>\$3,068.00</b>
<b>Mobilization</b>				
<b>Mobilization Landscape</b>	2.00	EACH	\$180.00	\$360.00
			<b>Total Price for above Mobilization Items:</b>	<b>\$360.00</b>
			<b>Total Bid Price:</b>	<b>\$13,178.00</b>

**Notes:**

- No mowing is included in this proposal.
- This proposal assumes a truck and trailer can be driven next to the trickle channel.
- **This proposal is good for 60 days following the date given on the proposal.**
- **Consolidated Divisions, Inc.** dba **CDI** ENVIRONMENTAL CONTRACTOR  
An Equal Opportunity Employer

**Payment Terms:**

Payment due 30 days from invoice.





**ENVIRONMENTAL CONTRACTOR**

5585 W. Airport Rd  
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

<b>To:</b> SDMS	<b>Contact:</b> Robert Graham
<b>Address:</b> 141 Union Boulevard, Suite 150 Lakewood, CO 80228	<b>Phone:</b> 303-987-0835 <b>Fax:</b> 303-987-2032
<b>Project Name:</b> Park 70 Metropolitan District - Detention Pond Maintenance	<b>Bid Number:</b>
<b>Project Location:</b> Aurora, CO	<b>Bid Date:</b> 10/19/2021
<b>Addendum #:</b> N/a	

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Consolidated Divisions, Inc Db a CDI Environmental Contractors</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Cory France 303-501-5697 coryf@cdi-services.com</p>
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**SERVICE AGREEMENT FOR  
2021/2022 SNOW REMOVAL SERVICES**

THIS **SERVICE AGREEMENT FOR 2021/2022 SNOW REMOVAL SERVICES** (“**Agreement**”) is entered into and effective as of the 1<sup>st</sup> day of October, 2021, by and between **PARK 70 METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **DENVER COMMERCIAL PROEPRTY SERVICES, INC.**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

**RECITALS**

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

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

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

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

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

**I. CONSULTANT DUTIES AND AUTHORITY**

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

## 1.2 Limitations on Authority.

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

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

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

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

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

1.6 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 1.6, 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 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

## II. COMPENSATION

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

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

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

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

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on October 1, 2022. This Agreement shall automatically renew for an additional twelve (12 months) if either Party does not send written notice of termination at least thirty (30) days prior to the expiration of the then-current term.

3.2 Termination. 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.

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

#### IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without

limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

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

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

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be

construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

## V. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

With a Copy To: McGeady Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
Phone: (303) 592-4380  
Email: [legalnotices@specialdistrictlaw.com](mailto:legalnotices@specialdistrictlaw.com)  
Attn: Paula J. Williams

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

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

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

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



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

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

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

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

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

**[SIGNATURE PAGE FOLLOWS]**

[SIGNATURE PAGE TO SERVICE AGREEMENT FOR 2021/2022 SNOW REMOVAL SERVICES]

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

Consultant: DENVER COMMERCIAL PROPERTY SERVICES, INC.

By: Its: Name

STATE OF COLORADO ) ) ss. COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Denver Commercial Property Services, Inc.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

District: PARK 70 METROPOLITAN DISTRICT

By: \_\_\_\_\_  
President

STATE OF COLORADO ) ) ss. COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Keiffer Garton, as President of Park 70 Metropolitan District.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A  
SCOPE OF SERVICES**

**SCOPE OF SERVICES FOR SNOW REMOVAL SERVICES**

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

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

## Our Process

### DAY OF STORM TIMELINE

Our process is what sets us apart. Before during and post communication.



**6 HOURS PRIOR TO A SNOW EVENT, OUR CUSTOMERS RECEIVE A PRE-STORM NEWSLETTER INFORMING YOU OF UPCOMING INCLIMATE WEATHER.**



**DURING THE EVENT WE OFTEN COMMUNICATE PROGRESS TO OUR CUSTOMERS.**



**THE MORNING OF THE SNOW EVENT YOUR SITE MANAGER WILL SEND YOU AN UPDATE SO YOU FEEL CONFIDENT THAT DCPS HAS YOU COVERED.**



**REAL TIME STATUS UPDATES, WITH PICTURES INCLUDED.**



**THE DAY AFTER THE EVENT, OUR CUSTOMERS SEND OUT POST STORM DETAILS RECAPPING WHAT HAPPENED DURING THE EVENT.**



**OUR SITE MANAGERS MONITOR THE PROPERTY DAILY UNTIL NO FURTHER ACTION IS NEEDED.**



**AT THAT TIME WE PERFORM A FINAL PROPERTY INSPECTION AND FILL OUT THE APPROPRIATE DOCUMENTATION FOR YOUR REFERENCE.**

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

**PARK 70 METRO DISTRICT**  
23655 E 19TH AVE # 300, AURORA, CO 80019  
10/30/2019



**EXHIBIT B**  
**COMPENSATION**

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



## Exhibit A 2021-2022 Pricing

4 x 4 SNOW PLOW	\$ 90
9' SNOW PLOW W/ WINGS	\$ 92.75
DEICER TRUCK PER HR	\$ 92.75
SKID STEER WITH LARGE 8' PUSHER	\$ 125
MINI SKID STEER	\$ 95
HAND SHOVEL PER HR	\$ 48
SKID LOADER W/ LARGE 11' ARTIC SECTIONAL PUSHER PER HR	\$ 161.25
LIQUID DEICER PER GALLON	\$ 1.85
ICE MELT	\$ 32.5
ICE SLICER PER TON	\$ 200
ATV PER HR	\$ 76.5
SNOWRATOR	\$ 131.25
FRONT END LOADER PER HR	\$ 235
BLOWER	\$ 52
SNOW BROOM W/ OPERATOR	\$ 67.75
SIDE BY SIDE SIDEWALKS MACHINE	\$125
FRONT END LOADER WITH 15' ARTIC SECTIONAL	\$ 245
FRONT END LOADER WITH 18' ARTIC SECTIONAL	\$ 260



**EXHIBIT C**  
**CERTIFICATION OF CONSULTANT**

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

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

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

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

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

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

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

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

**EXHIBIT D  
FORM OF CHANGE ORDER**

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

**CHANGE IN SCOPE OF SERVICES (describe):**

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
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: _____

<b>APPROVED:</b>	
<b>By:</b>	_____
	<b>District</b>

<b>APPROVED:</b>	
<b>By:</b>	_____
	<b>Consultant</b>



AK 5936295  
Prologis Park 70  
SDMSI.... Attn Robert Graham

#### 2022 Tree care recommendations

##### General tree care

Cut to low stumps the following dead and declining on pkg next to streets.

18 ash, 22 Kentucky coffee trees, 15 elms, 19 hackberries, 2 Red oaks, 2 Bur oaks, 2 Lindens, 2 poplars and 1 cottonwood.

Total = 2,980.00

Grind and clean stumps 6-8" beneath grade = 3,965.00

Cut to low stumps approx 50 dead trees in native areas = 5,880.00

No stump grinding needed.

Natural prune 18 Cottonwoods on either side of 19<sup>th</sup> ave behind monuments – 4,410.00

##### Plant health care recommendations

Inject soil around 19 Hybrid elms to control elm leaf beetles = 765.00

Inspect all deciduous trees and evergreen trees in turf areas and treat as needed for foliar insects and mites.

Early season visit = 890.00

Mid-season visit = 890.00

Mid/late season visit = 890.00

Treat all ash trees for Lilac ash borer control = 305.00



David Entwistle  
8585 E Warren Ave  
Denver, Co 80231  
Phone: (303)-210-9926  
Email: [dentwistle@savatree.com](mailto:dentwistle@savatree.com)

Inject soil around ash for leaf curl aphid control, apply at the high rate to also control Emerald ash borer = 670.00

Deep root fertilize with Kelp all trees on pkg, next to streets and cottonwoods on 19<sup>th</sup> ave = 1,675.00

Deep root water all trees, as needed, in Fall/winter. Price per treatment = 1,440.00

#### Planting recommendations

19<sup>th</sup> Ave.

Plant ten 1 ¾" Texas red oaks = 8,850.00

Plant ten 2" diameter Cleveland select pear trees = 9,000.00

Plant eight 1 ¾" Remond lindens = 6,840.00

Smith rd

Plant fifteen 1 ¾" Western hackberries = 8,100.00

Plant fifteen 1 ¾" Catalpas = 11,925.00

Plant fifteen 2" Bur oaks = 14,400.00

Plant fifteen 2" Swamp white oaks = 14,400.00

Planting total = \$73,515.00

SAT will warranty trees for one year. Drip irrigation must be brought to the trees, SAT will water trees until drip is installed and in Fall and winter for the first year.

Respectfully submitted

David Entwistle Certified arborist # RM-0445



Street Address  
Address 2  
City, ST ZIP Code  
Country

PHONE Enter phone  
FAX Enter fax  
EMAIL Enter email  
WEBSITE Enter website



AK 5936295

Prologis park 70

Attn Robert Graham

Deep root water all deciduous trees and evergreens in turf and in Native grass areas =  
2,650.00/ November

2<sup>nd</sup> application January = 2,650.00

Total = 5,300.00



David Entwistle  
8585 E Warren Ave  
Denver, Co 80231  
Phone: (303)-210-9926  
Email: [dentwistle@savatree.com](mailto:dentwistle@savatree.com)

Prepared By:  
David Entwistle

## **Authorization**

I authorize the work described above and agree to the terms and conditions that follow.

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_

# TERMS AND CONDITIONS

---

Thank you for choosing SavATree! The following terms and conditions, together with the terms, prices, and specifications outlined on your estimate, proposal, and/or services agreement and Plant Health Care and/or Lawn Care Datasheet ("Datasheet"), if applicable for your state, constitute your entire agreement with SavATree, LLC d/b/a SavATree, SavaLawn, Swingle Lawn, Tree and Landscape Care, Mountain High Tree Service, Thrive, 404-CUT-TREE, Mike's Tree Surgeons, Integrity Tree Service, DeerTech, Clear Cut Tree, Red Cedar Arborists and Landscapers, Greenhaven Tree Care, Pauley Tree and Lawn Care, Vine and Branch, Wasatch Arborists, Ping's Tree Service, Arbor Experts, Downey Trees, Jordan's Tree Moving and Maintenance, Treecology, Big Twigs Arboricultural Services, Kaiser Tree Preservation, Glynn Tree Experts, Branches Tree Experts, TREE-TECH, Preservation Tree Services and Giroud Tree and Lawn (collectively referred to as "SavATree") ("Agreement").

## PERFORMANCE

Our Plant Health Care and Lawn programs are designed to manage and not eradicate weeds, insects, mites, disease and deer browsing. Horticulturally tolerable levels of insects, mites, disease and deer browse may still be present after treatments. Epidemic infestations may require additional visits at additional cost to you, pending your approval.

Each time we are on your property, an evaluation card will be left or emailed indicating the service(s) performed and, if necessary, any additional recommendations and precautions to be observed. Remeasurement of your lawn, trees or shrubs may also be done if there is a discrepancy between the original estimate and the actual square footage or product(s) required. You will be notified of any price adjustments for future services.

Work crews will arrive at the job site unannounced unless otherwise noted herein. The Datasheet provides approximate and alternate dates of our service. SavATree shall not be liable for damage or losses due to delays for weather or causes beyond our control, or for failure to observe precaution notices. By accepting this Agreement and engaging our services, you accept that every day during the Agreement's term is a day on which applications may be applied, and you are continuously on notice that SavATree will perform applications on any day during the term of this Agreement if any other day becomes unnecessary or infeasible for performance (due to weather, scheduling conflicts, or weed, insect, mite and disease cycles) in which case you waive SavATree's performance on such a day. Absent extraordinary circumstances, you request that SavATree not further contact you concerning dates of application as such further contact would be a burden to you.

You understand that, in connection with rendering our services to you, SavATree may be required to bring trucks and other heavy equipment onto your driveway and other parts of your property. SavATree operates under the assumption that any and all parts of your property onto which we must bring such equipment can sustain the presence, weight, and movement of that equipment, and you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage or degradation to any part of your property that results from the presence on it of such equipment.

You understand that certain work that SavATree will render for you, such as dismantling large trees, will likely have a visible impact on your lawn and other parts of your property (e.g., divots, holes, sawdust, etc.). While we will do our best to minimize, mitigate, and repair any such impact, you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any such impact on your property.

You understand that after removal of stumps/roots that some shrubs/trees will continue to produce sprouts that may require multiple treatments, at additional cost to you, for control and that these treatments may result in damage to nearby plants/shrubs/trees and that you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage to nearby plants/shrubs/trees.

The following provision applies to New York and Minnesota clients only: The term of this Agreement shall be for twenty years from the date it is signed by you; however this Agreement may be terminated without penalty at any time by either party. Minnesota clients are required to cancel this Agreement upon sale of property serviced with this Agreement.

#### WORKMANSHIP

All work is performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Our work meets and exceeds the guidelines and standards set forth by ANSI (the American National Standards Institute) A300. As part of the Arbor Patrol Program, we may perform some minor deep root watering, minor fertilization and/or minor pruning of insect infested or diseased limbs. Any additional major work to be performed will be evaluated during a follow-up site inspection by an arborist who will submit an estimate, proposal, and/or services agreement for client approval. You are responsible for advising SavATree regarding the location of underground utilities in the area where work is to be done. SavATree shall not be responsible for damage to such utilities, unless the location has been indicated prior to the commencement of work. Recommendations are intended to minimize or reduce hazardous conditions associated with trees. The owner or owner's representative is responsible for the annual scheduling of the required inspection of supplemental support systems. You have a duty to inspect your property within fifteen (15) calendar days of service and provide written notice within that time of alleged damage of any nature. If written notice is not provided within that time, you agree that any claims alleging damage of any nature and/or rights to withhold future payments under this Agreement are waived. No Warranties Except as expressly set forth in this agreement, no representations, warranties, or guarantees, express or implied, are intended with regard to products used or services performed. Limit of Liability SavATree's total liability for any losses, damages, and expenses of any type whatsoever incurred by you or any of your guests, tenants, or invitees in connection with or resulting from SavATree's services under this Agreement ("Losses"), which are caused by wrongful acts or omissions of SavATree, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to SavATree hereunder. In no event will SavATree be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to SavATree in advance or could have reasonably been foreseen by SavATree.

#### INSURANCE

SavATree is insured for liability resulting from injury to persons or negligent damage to property, and all its employees are covered by Workers' Compensation Insurance. A certificate of insurance is available upon request.

#### OWNERSHIP

By accepting this Agreement and engaging our services, you warrant that all trees, plant material and property on which work is to be performed are either owned by you or that permission for the work has been obtained from the owner by you. It is further agreed that the property owner or representative shall be responsible for obtaining any and all permits which may be required by local authorities. You hereby hold SavATree harmless from all claims for damages resulting from your failure to obtain such permits.

#### TERMS OF PAYMENT

The total cost estimates within this Agreement are valid for 60 days unless otherwise noted. All invoices are payable upon receipt. A deposit of 50% may be required prior to the commencement of General Tree Care work. A finance charge at the maximum rate allowed under applicable state law will be added to invoices after 30 days. Your next treatment may not be performed if your account is past due. Past due balances void any guarantees. If outside assistance is used to collect the account, you are responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of this Agreement per your local and state tax jurisdiction. Should any terms of this Agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof. The following provision applies to New York clients only: By accepting this Agreement and engaging our services, you accept that the annual program total cost shall increase on January 1st of each year of this Agreement by the annual increase in the CPI (CPI-U) published on [www.bls.gov](http://www.bls.gov) for twelve months ending September 30 unless otherwise agreed, with a minimum annual increase of 1%. Further, you hereby acknowledge that you have received notice of and understand the total cost of SavATree's services.

#### CONCEALED CONTINGENCIES

You agree to pay SavATree on a time and materials basis for any additional work required to complete the job occasioned by concrete or other foreign matter; stinging insect nests in the tree, trees, or branches; rock, pipe, or underground utilities encountered in excavations; and work not described within this Agreement, or any other condition not apparent in estimating the work specified.



#### STATE NOTIFICATION REQUIREMENTS

Certain states require that specific product information be submitted to you. Part of this agreement is our Datasheet, which provides such information. The Datasheet can be found at [www.savatree.com/ds/index.html](http://www.savatree.com/ds/index.html). Massachusetts clients should see the Consumer Information Bulletin at [www.savatree.com/ds/macnsminfo](http://www.savatree.com/ds/macnsminfo). You have the right to receive specific date pre-notification for certain applications in certain states. Your written authorization on the Authorization Page of this estimate, proposal, and/or services agreement waives any pre-notification requirement unless noted otherwise. In New York State: The property owner or owner's agent may request the specific date or dates of the application(s) to be provided and, if so requested, the pesticide applicator or business must inform of the specific dates and include that date or dates in the contract. Wisconsin clients hereby consent to receiving electronic pre-notification of materials to be used on their property via the Datasheet link listed above.

#### CUSTOMER REFERRAL PROGRAM

Word of mouth is our best advertising. When you are satisfied with our services, please tell a friend. Each time you refer a new customer to us who meets with an arborist, we will send you a thank you gift.

#### OUR UNCONDITIONAL GUARANTEE

Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right. Rev. 9-3-2021 aso-pdf



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: August 31, 2021

RE: Notice of 2022 Rate Increase

A handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by the CPI (5.28%) 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.