

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7

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

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Michael Tamblyn	President	2022/May 2022
Rick Merkel	Treasurer	2022/May 2022
Wendy Burke	Assistant Secretary	2022/May 2022
Brandon Schenberg	Assistant Secretary	2023/May 2023
VACANT		2023/May 2022
Ann E. Finn	Secretary	

DATE: **November 11, 2021**

TIME: **11:30 A.M.**

PLACE: **Zoom Meeting: This meeting will be held via Zoom without any individuals (neither District representatives nor the general public) attending in person. The meeting can be joined through the directions below:**

Join Zoom Meeting
<https://us02web.zoom.us/j/86120603951?pwd=aWRmNSsrNytPTjlsL2JtRllvUXRZZz09>
Meeting ID: 861 2060 3951
Passcode: 542734
Dial In: 1-346-248-7799
One tap mobile
+13462487799,,86120603951#,,,*,542734# US (Houston)

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflict of Interest.

B. Approve Agenda; confirm location/manner of meeting and posting of meeting notices.

C. **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 a board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Approve Minutes of the October 22, 2021 Special Meeting (enclosure).
 - Ratify approval of payment of claims for the period ending June 1, 2021 through October 31, 2021 totaling \$2,244,869.51 (enclosure).
 - Authorize District Manager to post transparency notice on the SDA Website pursuant to Section 32-1-809, C.R.S.
 - Ratify approval of Service Agreement for Dog Station Services between the District and Long Corporation, d/b/a Poop 911 (enclosure).
 - Ratify approval of Service Agreement for Landscape Maintenance Services with Vargas Property Service, Inc. (to be distributed).
-

- D. Discuss business to be conducted in 2022 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates and consider adoption 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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II. PUBLIC COMMENTS

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

- A. Community Management Report (enclosure).
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IV. FINANCIAL MATTERS

- A. Review and accept the unaudited financial statements for the period ending August 31, 2021, and the schedule of cash position as of August 31, 2021 (enclosure).
-

- B. Consider engagement of Wipfli LLP for preparation of the 2021 Audit, in the amount of \$4,300.
-

- C. Conduct Public Hearing to consider Amendment to 2021 Budget and (if necessary) 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 assessed valuation and resolutions – draft 2022 Budget).
-

1. Review and consider adoption of adoption of Resolution No. 2021-11-____; Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan (enclosure).
-

- 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. Discuss and consider approval of Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP (enclosure).
-

- G. Consider appointment of District Accountant to prepare the 2023 budget.
-

V. LEGAL MATTERS

- A. Consider adoption of a Resolution Imposing 2022 Operation Fees (to be distributed).
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- B. Discuss May 3, 2022 Regular Directors' election regarding new legislative requirements and related expenses for same. 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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VI. OPERATIONS AND MAINTENANCE MATTERS

- A. Review proposed operations fee schedule (enclosure).

- B. Ratify approval of Service Agreement between the District and Colorado Designscapes, Inc., d/b/a Designscapes Colorado Inc. for removal and replacement of damaged Pour-In-Place Surfacing in Golden Eagle Park, for the amount of \$9,975 (enclosure).

- C. Consider approval of Service Agreement between the District and Snow Pros, Inc., d/b/a Site Source CAM for 2022 snow removal services (to be distributed).

- D. Consider approval of Service Agreement with Colorado Lighting, Inc. for Site Lighting Services (to be distributed).

VI. CAPITAL MATTERS

- A. Discuss the Prairie Center Village I Phase IV Improvements Projects.

 - 1. Consider approval of Task Order No. _ to the Master Service Agreement with Redlands Consulting, Inc.

 - 2. Consider approval of a construction Contract for the Prairie Center Village I Phase IV Landscape Project between the District and Colorado Designscapes, Inc. (enclosures).

- B. Discuss status of the Continental Pedestrian Connector Truss Bridge Project.

 - 2. Consider approval of Change Order No. 1 to the Service Agreement for Professional Design Services for Continental Pedestrian Connector Truss Bridge between the District and Contech Engineered Solutions LLC, for bridge fabrication and delivery, for an increase in the contract amount of \$40,150.00 (enclosures).

VII. OTHER MATTERS

A. _____

VIII. ADJOURNMENT

A. _____

V. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2021.**

RECORD OF PROCEEDINGS

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER
METROPOLITAN DISTRICT NO. 7 (the “District”)
HELD
OCTOBER 22, 2021**

A special meeting of the Board of Directors of the Prairie Center Metropolitan District No. 7 (referred to hereafter as “Board”) was convened on Friday, the 22nd day of October, 2021 at 10:00 A.M. The District Board meeting was held via Zoom video/teleconference, and there was at least one person present at the physical location: Construction trailer, 16888 E. 144th Avenue, Brighton, Colorado. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Michael Tamblyn (via Zoom and also present at physical location)
Rick Merkel (via Zoom)
Wendy Burke (via Zoom)
Brandon Schenberg (via Zoom for a portion of the meeting)

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc. (via Zoom)

Paula Williams, Esq. and Kathy Kanda, Esq.; McGeady Becher P.C. (via Zoom)

Thuy Dam; CliftonLarsonAllen LLP (via Zoom)

Anastasia Khokhryakova and Ethan Anderson; Ballard Spahr LLP (via Zoom for a portion of the meeting)

Creig Veldhuizen; Hilltop Securities, Inc.; (via Zoom for a portion of the meeting)

John Klaus; Stifel, Nicolaus & Company, Incorporated (via Zoom for a portion of the meeting)

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosures 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 disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this

RECORD OF PROCEEDINGS

meeting in accordance with the statute. It was further noted by Attorney Williams that conflict disclosure statements were filed for all directors, and no new conflicts were disclosed at the meeting.

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 by Director Burke, seconded by Director Merkel and, upon vote, unanimously carried, the agenda was approved, as amended.

Vacancy on the Board of Directors: Ms. Finn noted that there is currently one vacancy on the Board of Directors.

Meeting Location and Manner / Posting of Meeting Notices: 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 determined that the meeting would be held by video/telephonic means, and at least one person was present at the physical location of the meeting, which is within 20 miles of the District. Ms. Finn reported that notice was duly posted and that no objections to the video/telephonic manner of the meeting or any requests that the video/telephonic manner of the meeting be changed have been received from taxpaying electors within the District boundaries.

Consent Agenda: The Board considered the following actions:

- Approve Minutes of the June 10, 2021 Special Meeting.
- Acknowledge resignation of David J. Olderman from the Board of Directors, effective as of June 11, 2021.
- Ratify approval of Grant of Easement between the District and United Power, Inc.
- Ratify approval of Master Service Agreement for Cost Verification Services between the District and Independent District Engineering Services, Inc.
- Ratify approval of Service Agreement for Electrical Work between the District and ADK Electric Corporation.
- Acknowledge Task Order No. 3 to the Master Service Agreement for Subgrade Investigation and Pavement Design and Construction Observation and Materials Testing Services between the District and CTL | Thompson, Inc., for Prairie Center Village One, Phase 4, for an increase in the contract amount not to exceed \$162,283.00.

RECORD OF PROCEEDINGS

- Acknowledge Task Order No. 3 to the Master Service Agreement for Surveying Services between the District and Aztec Consultants, Inc., for Prairie Center Village I, Phase 4, for an increase in the contract amount of \$122,100.
- Acknowledge Change Order No. 2 to the Construction Management Agreement between the District and R.G. Brinkmann Company, for addition of Task Order No. 3 for Phase IV of the Prairie Center Village I residential project.

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

PUBLIC COMMENT There was no public comment.

FINANCIAL MATTERS

2021 Budget Amendment Hearing: The President opened the public hearing to consider a Resolution to Amend the 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2021 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. There were no comments from the public in attendance and the public hearing was closed.

Following review and discussion, Director Tamblyn moved to adopt the Resolution to Amend the 2021 Budget, Director Burke seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-01 to Amend the 2021 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

LEGAL MATTERS

Issuance of the District's Subordinate Limited Tax General Obligation Bonds, Series 2021 (the "Series 2021 Bonds"):

Underwriter Engagement Agreement: Attorney Williams discussed with the Board the Underwriter Engagement Agreement between the District and Stifel, Nicolaus & Company, Incorporated.

Following discussion, upon motion duly made by Director Burke, seconded by Director Merkel and, upon vote, unanimously carried, the Board acknowledged

RECORD OF PROCEEDINGS

execution of the Underwriter Engagement Agreement between the District and Stifel, Nicolaus & Company, Incorporated.

Bond and Disclosure Counsel Engagement Agreement: Attorney Williams discussed with the Board the Bond and Disclosure Counsel Engagement Agreement between the District and Ballard Spahr LLP.

Following discussion, upon motion duly made by Director Burke, seconded by Director Merkel and, upon vote, unanimously carried, the Board acknowledged execution of the Bond and Disclosure Counsel Engagement Agreement between the District and Ballard Spahr LLP.

Proposal/Agreement for Market Study: Attorney Williams discussed with the Board the Proposal/Agreement for Preparation of Market Study and Competitive Market Area Analysis between the District and Zonda Advisory.

Following discussion, upon motion duly made by Director Burke, seconded by Director Merkel and, upon vote, unanimously carried, the Board acknowledged execution of the Proposal/Agreement for Preparation of Market Study and Competitive Market Area Analysis between the District and Zonda Advisory.

Engagement Letter for Financial Forecast: Attorney Williams discussed with the Board the Engagement Letter for Financial Forecast between the District and CliftonLarsonAllen LLP.

Following discussion, upon motion duly made by Director Burke, seconded by Director Merkel and, upon vote, unanimously carried, the Board acknowledged execution of the Engagement Letter for Financial Forecast between the District and CliftonLarsonAllen LLP.

Appreciation Analysis: Attorney Williams discussed with the Board the engagement of King & Associates, Inc. to prepare an Appreciation Analysis.

Following discussion, upon motion duly made by Director Burke, seconded by Director Merkel and, upon vote, unanimously carried, the Board acknowledged the engagement of King & Associates, Inc. to prepare an Appreciation Analysis.

Opinion Regarding Reasonableness of Project Management Fee: Attorney Williams discussed with the Board the preparation of an opinion regarding reasonableness of the Project Management Fee.

Following discussion, upon motion duly made by Director Burke, seconded by Director Merkel and, upon vote, unanimously carried, the Board acknowledged the

RECORD OF PROCEEDINGS

engagement of Schedio Group LLC for preparation of an opinion regarding the reasonableness of the Project Management Fee, at a rate of \$200 per hour.

Verification of District Expenditures Report: There was no report presented at this time.

Resolution authorizing the issuance of the District's Subordinate Limited Tax General Obligation Bonds, Series 2021: Attorney Khokhryakova reviewed with the Board the Resolution authorizing the issuance of the District's Subordinate Limited Tax General Obligation Bonds, Series 2021, in an aggregate principal amount not to exceed \$5,250,000. It was noted such Resolution will also authorize the execution of all documents, instruments and certificates in connection therewith, ratify prior actions, authorize incidental actions, and repeal prior inconsistent actions.

Following discussion, upon motion duly made by Director Merkel, seconded by Director Burke and, upon vote, unanimously carried, the Board adopted the Resolution authorizing the issuance of the District's Subordinate Limited Tax General Obligation Bonds, Series 2021, in an aggregate principal amount not to exceed \$5,250,000; authorized the execution of all related documents, instruments and certificates in connection therewith, ratified prior actions, authorized incidental actions, and repealed prior inconsistent actions.

Resolution Regarding Continuing Disclosure Policies and Procedures: The Board reviewed Resolution No. 2021-10-03; Resolution Regarding Continuing Disclosure Policies and Procedures.

Following discussion, upon motion duly made by Director Burke, seconded by Director Roberts and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-03; Resolution Regarding Continuing Disclosure Policies and Procedures.

Second Amendment to Resolution No. 2013-12-03 Regarding Colorado Open Records Act Requests: Attorney Kanda reviewed with the Board the Second Amendment to Resolution No. 2013-12-03 Regarding Colorado Open Records Act Requests.

Following discussion, upon motion duly made by Director Burke, seconded by Director Merkel and, upon vote, unanimously carried, the Board adopted the Second Amendment to Resolution No. 2013-12-03 Regarding Colorado Open Records Act Requests.

RECORD OF PROCEEDINGS

OPERATIONS AND MAINTENANCE

Proposal for 2022 Landscape Maintenance Services between the District and Vargas Property Services, Inc.: The Board reviewed the proposal for 2022 Landscape Maintenance Services between the District and Vargas Property Services, Inc. (“Vargas”).

Following discussion, upon motion duly made by Director Merkel, seconded by Director Burke and, upon vote, unanimously carried, the Board authorized Director Tamblyn to negotiate the terms of the 2022 landscape maintenance services with Vargas or another provider and to execute an agreement, in an amount not to exceed \$27,775.92, such agreement to be ratified by the Board at a future board meeting.

Proposal for Landscape Maintenance Services between the District and Vargas Property Services, Inc. for Golden Eagle Park: The Board reviewed the proposal for Landscape Maintenance Services between the District and Vargas Property Services, Inc. for Golden Eagle Park.

Following discussion, upon motion duly made by Director Merkel, seconded by Director Burke and, upon vote, unanimously carried, the Board authorized Director Tamblyn to negotiate the terms of the 2022 landscape maintenance services for Golden Eagle Park with Vargas or another provider and to execute an agreement, in an amount not to exceed \$15,449.92, such agreement to be ratified by the Board at a future board meeting.

CAPITAL MATTERS

Prairie Center Village I Phase III Improvement Projects: Director Tamblyn reported to the Board that the Prairie Center Village I Phase III Improvement Projects are completed. The improvements received initial acceptance from the City of Brighton on October 6, 2021, and are under the one-year warranty period.

Prairie Center Village I Phase IV Improvements Projects:

Task Order No.3 to the Master Service Agreement with Redlands Consulting, Inc.: Director Tamblyn reviewed with the Board Task Order No. 3 to the Master Service Agreement for District Engineering Services between the District and Redland Consulting Group, Inc.

Following discussion, upon motion duly made by Director Merkel, seconded by Director Burke and, upon vote, unanimously carried, the Board approved Task Order No. 3 to the Master Service Agreement for District Engineering Services between the District and Redland Consulting Group, Inc.

Service Agreement for Professional Design Services for Continental Pedestrian Connector Truss Bridge: Following discussion, upon motion duly made by

RECORD OF PROCEEDINGS

Director Merkel, seconded by Director Burke and, upon vote, unanimously carried, the Board ratified approval of the Service Agreement for Professional Design Services for Continental Pedestrian Connector Truss Bridge between the District and Contech Engineered Solutions, LLC.

Construction Contract for Continental Pedestrian Connector Truss Bridge: Director Tamblyn reviewed the Construction Contract for the Continental Pedestrian Connector Truss Bridge between the District and Contech Engineered Solutions, LLC. Director Tamblyn noted that the estimate for fabrication is \$45,000.

Following discussion, upon motion duly made by Director Merkel, seconded by Director Burke and, upon vote, unanimously carried, the Board authorized Director Tamblyn to negotiate the terms of the contract and to execute the contract, in an amount not to exceed \$59,000, such contract to be ratified by the Board at a future board meeting.

Construction permit and delivery of Notice of Commencement of Construction pursuant to the Agreement on Permit for Easement Crossing between the District and Brighton Lateral Ditch Company: Attorney Williams discussed with the Board the construction permit and the delivery of the Notice of Commencement of Construction pursuant to the Agreement on Permit for Easement Crossing between the District and Brighton Lateral Ditch Company.

Following discussion, upon motion duly made by Director Merkel, seconded by Director Burke and, upon vote, unanimously carried, the Board acknowledged the construction permit and the delivery of the Notice of Commencement of Construction pursuant to the Agreement on Permit for Easement Crossing between the District and Brighton Lateral Ditch Company.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

Prairie Center Metropolitan District No. 7**Check List**

All Bank Accounts

June 1, 2021 - October 31, 2021

Check Number	Check Date	Payee	Amount
Vendor Checks			
1467	06/24/21	Aztec Consultants, Inc.	4,362.00
1468	06/24/21	Brinkmann Construction	36,670.13
1469	06/24/21	CliftonLarsonAllen LLP	7,455.88
1470	06/24/21	CNA Surety	255.00
1471	06/24/21	Colorado Lighting, Inc,	20.00
1472	06/24/21	CTL Thompson	4,963.84
1473	06/24/21	DTJ Design, Inc.	5,862.60
1474	06/24/21	McGeady Becher, PC	1,777.50
1475	06/24/21	Omerta Storm Water Management	429.60
1477	06/24/21	Redland Consulting Group Inc	21,240.00
1478	06/24/21	Snow Pros, Inc	697.50
1479	06/24/21	Special District Mgmt. Services, Inc	2,366.38
1481	06/24/21	Utility Notification Center of CO	124.08
1482	06/24/21	WIPFLI	4,000.00
1483	07/29/21	Aztec Consultants, Inc.	11,564.00
1484	07/29/21	Brinkmann Construction	41,806.13
1486	07/29/21	Colorado Department of Public Health	88.00
1487	07/29/21	Colorado Lighting, Inc,	20.00
1488	07/29/21	CTL Thompson	5,632.84
1489	07/29/21	DTJ Design, Inc.	2,283.70
1491	07/29/21	McGeady Becher, PC	3,712.50
1492	07/29/21	Omerta Storm Water Management	1,590.50
1493	07/29/21	RCD Construction Inc	237,287.91
1494	07/29/21	Redland Consulting Group Inc	10,295.00
1495	07/29/21	Snow Pros, Inc	222.50
1496	07/29/21	Special District Mgmt. Services, Inc	4,477.59
1497	07/29/21	Utility Notification Center of CO	204.60
1498	07/29/21	Vargas Property Service Inc	5,373.34
1499	08/17/21	Asphalt Specialties Inc	399,196.21
1500	08/17/21	Aztec Consultants, Inc.	17,860.50
1501	08/17/21	Brightview Landscape Development, Inc.	36,598.75
1502	08/17/21	Brinkmann Construction	60,433.30
1503	08/17/21	CliftonLarsonAllen LLP	1,617.01
1504	08/17/21	Colorado Department of Public Health	135.00
1505	08/17/21	CTL Thompson	7,695.34
1507	08/17/21	Omerta Storm Water Management	587.50
1508	08/17/21	RCD Construction Inc	233,139.86
1509	08/17/21	Special District Mgmt. Services, Inc	4,124.70
1510	08/17/21	Utility Notification Center of CO	186.12
1511	08/17/21	Vargas Property Service Inc	4,752.47
1513	09/14/21	Asphalt Specialties Inc	239,419.86
1514	09/14/21	Aztec Consultants, Inc.	7,300.00
1515	09/14/21	Brightview Landscape Development, Inc.	191,419.63
1516	09/14/21	Brinkmann Construction	19,539.35
1517	09/14/21	CliftonLarsonAllen LLP	4,968.42
1518	09/14/21	Colorado Department of Public Health	540.00
1519	09/14/21	Colorado Lighting, Inc,	20.00
1520	09/14/21	CTL Thompson	15,390.68
1521	09/14/21	DTJ Design, Inc.	1,485.40
1522	09/14/21	Independent Dist. Engineering Services	1,006.00
1523	09/14/21	McGeady Becher, PC	2,125.00
1524	09/14/21	Redland Consulting Group Inc	13,977.50
1525	09/14/21	Special District Mgmt. Services, Inc	3,955.63
1526	09/14/21	Utility Notification Center of CO	105.60
1527	09/14/21	Vargas Property Service Inc	46,824.32
1528	10/08/21	New Brighton Lateral, LLC	24,000.00
1529	10/08/21	New Brighton Lateral, LLC	35,000.00

Prairie Center Metropolitan District No. 7

Check List

All Bank Accounts

June 1, 2021 - October 31, 2021

Check Number	Check Date	Payee	Amount
1530	10/19/21	Brightview Landscape Development, Inc.	176,887.18
1531	10/19/21	Brinkmann Construction	50,667.48
1532	10/19/21	CliftonLarsonAllen LLP	7,439.45
1533	10/19/21	CO Special Dist. Prop & Liab Pool	450.00
1534	10/19/21	Colorado Lighting, Inc,	20.00
1535	10/19/21	CTL Thompson	11,038.00
1536	10/19/21	DTJ Design, Inc.	894.74
1537	10/19/21	McGeady Becher, PC	2,747.50
1538	10/19/21	Omerta Storm Water Management	9,128.11
1539	10/19/21	Poop 911	40.00
1540	10/19/21	RCD Construction Inc	133,864.85
1541	10/19/21	Redland Consulting Group Inc	4,200.00
1542	10/19/21	Snow Pros, Inc	1,500.00
1543	10/19/21	Special District Mgmt. Services, Inc	4,241.47
1544	10/19/21	Vargas Property Service Inc	7,213.85
ACH	10/26/21	United Power Inc	49.39
ACH	09/23/21	United Power Inc	49.17
ACH	09/22/21	City of Brighton	12,186.08
ACH	08/24/21	United Power Inc	48.11
ACH	08/24/21	City of Brighton	11,875.68
ACH	06/25/21	City of Brighton	1,486.24
ACH	06/24/21	United Power Inc	42.37
ACH	07/22/21	United Power Inc	47.37
ACH	07/22/21	City of Brighton	7,956.17
Wire	10/01/21	CliftonLarsonAllen LLP	12,609.03
Vendor Check Total			<u>2,244,869.51</u>
Check List Total			<u><u>2,244,869.51</u></u>

Check count = 82

**SERVICE AGREEMENT
DOG STATIONS SERVICES**

THIS SERVICE AGREEMENT FOR DOG STATION SERVICES FOR ("Agreement") is effective as of the 17TH day of September, 2021, by and between **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), and **POOP 911**, a 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)(1), 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 outright, title and interest in the Work Product is and shall remain the property of the District. 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 as set forth in Exhibit B attached hereto on a time and materials basis, 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 upon completion of services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

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 non-owned 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) - (ii), 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 Federal Express 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: Prairie Center Metropolitan District No. 7
c/o Special District Management Service, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228
Phone: 303-987-0835
Fax: 303-987-2032
Email: afinn@sdmsi.com
Attn: Ann Finn

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

To Consultant: POOP 911
2755 S. Locust St. #251
Denver, CO 80222
Phone: 303-483-5941
Email: denvedous@poop911.com
Attn: Jory Long

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

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

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts,

instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
POOP 911

By: Joby Long
Its: OWNER 

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, as _____ of POOP 911

Witness my hand and official seal.

My commission expires: _____

ADRIANN D BUNTENBAH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164038120
MY COMMISSION EXPIRES OCTOBER 05, 2024

Adriann Buntambah
Notary Public

District:
**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 7**

By: M. J. [Signature]
President

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me this 28th day of September 2021, by Michael Tamblyn, as President of Prairie Center Metropolitan District No. 7.

Witness my hand and official seal.

My commission expires: 4/1/22

ANN E. FINN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944003093
MY COMMISSION EXPIRES APRIL 1, 2022

A. E. Finn [Signature]
Notary Public

EXHIBIT A AND B
SCOPE OF SERVICES/ COMPENSATION



POOP 911- Pet Waste Removal Service Quote

Thank you so much for your interest in POOP 911 Pet Waste Clean-Up Services. At POOP 911, we pride ourselves in providing you with the best customer service and promise to always, 'get the job done.' We will never charge you until you are completely satisfied. Below is a price quote for servicing *Prairie Center Metro Dist. #7*. Please feel free to contact me with any questions you may have at (303) 483-5941.

POOP 911 will perform one of the following services per your request:

1. **Pet Waste Stations - Regular service (4 installed stations)**
Removing the pet waste from the trash can and adding pet waste bags when required.

NOTE: Pet waste bags are \$8 per roll (200 bags per roll) extra when added.

\$40.00 per visit (Weekly or EO week)

EO week not

Thank you so much for your time and we look forward to working with you!

Sincerely,

Jory J. Long, Owner
POOP 911 Colorado
(303) 483-5941

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

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

CHANGE IN SCOPE OF SERVICES (describe):

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

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



■ = Dog Station Location

- LEGEND**
- EXISTING UTILITY LINE
 - EXISTING EASEMENT
 - EXISTING FENCE OF BOUNDARY
 - EXISTING FENCE
 - EXISTING SETBACK
 - PROPOSED SETBACK
 - PROPOSED UTILITY LINE



DATE	
SCALE	
PROJECT	
DRAWN BY	
CHECKED BY	
APP. BY	
DATE	

PRAIRIE CENTER VILLAGE I
ADDRESSING MAP

THIS ADDRESSING MAP IS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF ILLINOIS STATUTES AND LOCAL ORDINANCES. THE PREPARED ADDRESSING MAP IS THE PROPERTY OF REDLAND 100 AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM WITHOUT THE WRITTEN PERMISSION OF REDLAND 100.

RESOLUTION NO. 2021-11-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
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 on 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 Prairie Center Metropolitan District No. 7 (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 _____ at _____, at _____
[indicate physical location and/or virtual location (telephonically, electronically, or by other means)].

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 the District has established the following District Website, <https://www.prairiecentermd7.colorado.gov>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

8. That, if the District 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) At the southwest corner of 144th Avenue and South 27th Avenue

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

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

RESOLUTION APPROVED AND ADOPTED on November 11, 2021.

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 7**

By: _____
President

Attest:

Secretary

Violations Summary
 Prairie Center Metropolitan District No. 7
 Period: 1/1/2021 through 11/8/2021

Date: 11/8/2021
 Time: 10:33 am
 Page: 1

Violation Type / Item	Escalation	Item Count	# Letters	# Violations
Fencing				
Open				
Fencing: Not Installed	Level Courtesy Notice	1		
Total Items / Letters Open		1	1	
Total Fencing		1	1	1
Holiday Decorations				
Open				
Holiday Decorations: Left Up	Level Courtesy Notice	5		
Total Items / Letters Open		6	6	
Total Holiday Decorations		6	6	6
Landscaping				
Open				
Landscaping: Dead Shrub(s)	Level Courtesy Notice	3		
Total Items / Letters Open		3	3	
Total Landscaping		3	3	3
Lawn				
Open				
Lawn: Drainage Issues	Level Courtesy Notice	2		
Lawn: Health of Grass	Level Courtesy Notice	2		
Lawn: Needs Mowed	Level Courtesy Notice	2		
Total Items / Letters Open		6	6	
Total Lawn		6	6	6
Misc				
Open				
Objects Stored at House/On Side	Level Courtesy Notice	4		
Trash/Debris at Residence	Level Courtesy Notice	1		
Unapproved Improvement	Level Courtesy Notice	2		
Total Items / Letters Open		7	7	
Total Misc		7	7	7
Parking, etc.				
Open				

Violations Summary
 Prairie Center Metropolitan District No. 7
 Period: 1/1/2021 through 11/8/2021

Date: 11/8/2021
 Time: 10:33 am
 Page: 2

Violation Type / Item	Escalation	Item Count	# Letters	# Violations
Parking, etc.				
	Open			
Camper/Trailer/Recreational/Heavy Equipment Vehicle at Residence	Level Courtesy Notice	4		
Parking Where Not Permitted	Level Courtesy Notice	1		
Total Items / Letters Open		5	5	
Total Parking, etc.		5	5	5
Signs				
	Open			
Unapproved Signs: In Yard/On House	Level Courtesy Notice	1		
Total Items / Letters Open		1	1	
Total Signs		1	1	1
Trash Cans				
	Closed			
Trash Cans: Visible	Level Courtesy Notice	2		
Trash Cans: Visible	Level First Notice	1		
Total Items / Letters Closed		3	4	
	Open			
Trash Cans: Visible	Level Courtesy Notice	34		
Trash Cans: Visible	Level First Notice	4		
Total Items / Letters Open		38	42	
Total Trash Cans		41	46	41
Trees				
	Open			
Tree: Dead	Level Courtesy Notice	2		
Total Items / Letters Open		2	2	
Total Trees		2	2	2
Weeds				
	Closed			
Weeds: Rock/Mulch Beds	Level Courtesy Notice	2		
Total Items / Letters Closed		2	2	
	Open			
Weeds: Rock/Mulch Beds	Level Courtesy Notice	34		
Weeds: Rock/Mulch Beds	Level First Notice	4		

Violations Summary
 Prairie Center Metropolitan District No. 7
 Period: 1/1/2021 through 11/8/2021

Date: 11/8/2021
 Time: 10:33 am
 Page: 3

Violation Type / Item	Escalation	Item Count	# Letters	# Violations
Weeds	Open			
Total Items / Letters Open		38	49	
Total Weeds		40	51	40
Total for Prairie Center Metropolitan District No. 7		112	128	112

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7

FINANCIAL STATEMENTS

AUGUST 31, 2021

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
BALANCE SHEET - GOVERNMENTAL FUNDS
AUGUST 31, 2021

	General	Debt Service	Capital Projects	Total
ASSETS				
Cash - Checking	\$ 11,132	\$ 18,992	\$ 261,169	\$ 291,293
UMB - Series 2020 Revenue	-	524,943	-	524,943
UMB - Series 2020 Reserve	-	812,708	-	812,708
UMB - Series 2020 Restricted Proj	-	-	6,285,979	6,285,979
UMB - Series 2020 Unrestricted Proj	-	-	1	1
UMB - Series 2020 Bond Interest	-	280,672	-	280,672
UMB - Series 2020 Mandatory Redemption	-	3,124	-	3,124
Receivable from County Treasurer	608	3,038	-	3,646
Accounts receivable	230	-	-	230
TOTAL ASSETS	\$ 11,970	\$ 1,643,477	\$ 6,547,149	\$ 8,202,596
LIABILITIES AND FUND BALANCES				
CURRENT LIABILITIES				
Accounts payable	\$ 95,937	\$ -	\$ 1,277,273	\$ 1,373,210
Retainage payable	-	-	221,088	221,088
Project management fees payable	-	-	513,863	513,863
Project management fees interest payable	-	-	56,942	56,942
Total Liabilities	95,937	-	2,069,166	2,165,103
FUND BALANCES				
Total Fund Balances	(83,967)	1,643,477	4,477,983	6,037,493
TOTAL LIABILITIES AND FUND BALANCES	\$ 11,970	\$ 1,643,477	\$ 6,547,149	\$ 8,202,596

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.

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2021

GENERAL FUND

	<u>Amended Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 37,411	\$ 35,953	\$ (1,458)
Specific ownership taxes	2,700	1,797	(903)
Interest income	50	32	(18)
Other revenue	29,457	4,204	(25,253)
Working capital fees	15,400	10,200	(5,200)
Operations fees	42,570	29,250	(13,320)
TOTAL REVENUES	<u>127,588</u>	<u>81,436</u>	<u>(46,152)</u>
EXPENDITURES			
Accounting	42,000	26,440	15,560
Billing and collection	17,000	11,093	5,907
Accounting - non recurring	5,000	2,002	2,998
Audit	4,000	4,000	-
County Treasurer's fees	561	540	21
Dues and membership	478	478	-
Insurance	15,121	15,121	-
District management	16,000	9,654	6,346
Legal services	20,000	10,045	9,955
Miscellaneous/Contingency	27,740	2,875	24,865
Repairs and maintenance - District Tracts	1,000	160	840
Landscape maintenance - District Tracts	25,000	24,606	394
Landscape maintenance - Park	14,000	12,484	1,516
Tree care program	37,500	37,500	-
Pet station services	1,000	-	1,000
Electric - District Tracts	600	382	218
Irrigation water - District Tracts	45,000	34,365	10,635
Snow removal	10,000	6,590	3,410
Community management	18,000	11,380	6,620
TOTAL EXPENDITURES	<u>300,000</u>	<u>209,715</u>	<u>90,285</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(172,412)	(128,279)	44,133
OTHER FINANCING SOURCES (USES)			
Developer advances	132,000	-	(132,000)
TOTAL OTHER FINANCING SOURCES (USES)	<u>132,000</u>	<u>-</u>	<u>(132,000)</u>
NET CHANGE IN FUND BALANCES	(40,412)	(128,279)	(87,867)
FUND BALANCES - BEGINNING	<u>44,312</u>	<u>44,312</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ 3,900</u>	<u>\$ (83,967)</u>	<u>\$ (87,867)</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

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2021**

DEBT SERVICE FUND

	<u>Amended Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Specific ownership taxes	\$ 13,500	\$ 8,987	\$ (4,513)
Interest income	1,000	652	(348)
Facilities fees	210,000	147,000	(63,000)
Credit public improvement fees	110,600	77,633	(32,967)
Add - On public improvement fees	110,600	77,633	(32,967)
Drainage impact fees	297,700	251,900	(45,800)
Rebated City fees	486,500	331,081	(155,419)
Neighborhood Park impact fees	110,500	93,500	(17,000)
Property taxes	187,066	179,775	(7,291)
TOTAL REVENUES	<u>1,527,466</u>	<u>1,168,161</u>	<u>(359,305)</u>
EXPENDITURES			
County Treasurer's fees	2,806	2,699	107
Miscellaneous/Contingency	26,019	-	26,019
Paying agent fees	6,000	-	6,000
Bond interest	515,175	262,641	252,534
Bond principal	1,150,000	490,000	660,000
TOTAL EXPENDITURES	<u>1,700,000</u>	<u>755,340</u>	<u>944,660</u>
NET CHANGE IN FUND BALANCES	(172,534)	412,821	585,355
FUND BALANCES - BEGINNING	<u>1,230,656</u>	<u>1,230,656</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ 1,058,122</u>	<u>\$ 1,643,477</u>	<u>\$ 585,355</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.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2021**

CAPITAL PROJECTS FUND

	<u>Amended Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Credit public improvement fees - PRI	27,650	19,408	(8,242)
Interest income	3,000	2,112	(888)
TOTAL REVENUES	<u>30,650</u>	<u>21,520</u>	<u>(9,130)</u>
EXPENDITURES			
PPI			
Village 1 - Phase 2	25,000	22,083	2,917
Village 1 - Phase 3	1,700,000	1,457,809	242,191
Village 1 - Phase 4	1,450,000	53,136	1,396,864
DPI			
Accounting	28,000	18,729	9,271
District management	11,000	6,436	4,564
Legal services	14,000	6,697	7,303
Engineering	10,000	-	10,000
Project management fee	315,000	129,515	185,485
Project management fee interest	30,000	15,236	14,764
Village 1 - Phase 2	15,000	10,910	4,090
Village 1 - Phase 1	30,000	29,069	931
Village 1 - Phase 3	2,000,000	1,707,849	292,151
Village 1 - Phase 4	2,250,000	23,036	2,226,964
General			
Miscellaneous/Contingency	340,000	-	340,000
Bond issue costs	350,000	-	350,000
TOTAL EXPENDITURES	<u>8,568,000</u>	<u>3,480,505</u>	<u>5,087,495</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(8,537,350)	(3,458,985)	5,078,365
OTHER FINANCING SOURCES (USES)			
Developer advances	8,873,000	2,648,553	(6,224,447)
Bond issuance - Series 2021 Subordinate	4,000,000	-	(4,000,000)
Repay Developer advance	(5,432,000)	(1,130,950)	4,301,050
TOTAL OTHER FINANCING SOURCES (USES)	<u>7,441,000</u>	<u>1,517,603</u>	<u>(5,923,397)</u>
NET CHANGE IN FUND BALANCES	(1,096,350)	(1,941,382)	(845,032)
FUND BALANCES - BEGINNING	<u>6,419,365</u>	<u>6,419,365</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ 5,323,015</u>	<u>\$ 4,477,983</u>	<u>\$ (845,032)</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.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Prairie Center Metropolitan District No. 7 (District), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District's service area is located in Adams County, Colorado. The District was formed by order and decree of the District Court for Adams County on May 22, 2006. The District was established to provide financing for the design, acquisition, installation, construction and completion of public improvements and services, including streets, transportation, traffic and safety controls, park and recreation facilities, water, sewer, television relay and translator and mosquito and pest control services.

Concurrently with the formation of the District, the City approved service plans for Prairie Center Metropolitan District Nos. 3, 4, 5, 6, 8, 9 and 10.

During elections held on May 2, 2006, a majority of the District's electors authorized general obligation indebtedness of \$6,790,000,000, for the above listed facilities, intergovernmental agreements and debt refunding. Additionally, on May 2, 2006, the District's voters authorized the District to collect, retain and spend all revenues in excess of TABOR spending, revenue raising or other limitations.

The Service Plans for District Nos. 2 – 10 limit the aggregate amount of debt that they may issue together with any debt issued by District No. 1 to \$750,000,000.

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, sale 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 using the adopted mill levy imposed by the District.

The change in assessment ratio from 7.2% to 7.15% allows the District to adjust its mill levy to offset the decrease in revenues. Accordingly, the District adjusted its mill levy to 11.132 for operations and 55.664 for debt service.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues – (continued)

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 budget assumes that the District's share will be equal to approximately 7% of the property taxes collected.

Interest Income

Investment earned on the District's available funds has been estimated based on historical interest earnings.

Developer Advances

A portion of operations, maintenance, and capital costs of the District is expected to be funded by the Developer

Operations and Capital Fees

The District established an operations fee of \$360 per year on each residential lot along with a one-time capital fee of \$200 upon closing to cover the costs of operations and maintaining the District improvements.

Facilities Fees, Credit PIF, Add-On PIF, Drainage Impact Fees, Rebated City Fees, and Neighborhood Park Impact Fees

The District entered into an Intergovernmental Agreement Regarding Assignment of Revenues (the IGA) with Prairie Center Metro District No. 3 (District No. 3). Per the IGA, District No. 3 agrees to transfer to the District its rights to receive revenues as set forth in the IGA that are directly attributable to Village I. District No. 3 is relieved from providing any public improvements or management services related to Village I as it is being developed by the District, separately from the remaining development.

These assigned revenues include:

- *Facilities Fees* – being assessed for the use of the District's improvements. The facilities fee is \$3,000 per single-family, detached dwelling unit, due on or before the date of issuance of a building permit by the City of Brighton.
- *Credit and Add-On PIF* – being assessed on use tax transactions and collected at the time of building permit issuance. The Credit PIF is calculated as 1.25% of 50% of the project valuation. The Add-On PIF is calculated as 1.00% of 50% of the project valuation.
- *Drainage Impact Fees* – the City of Brighton shall reimburse the District, on a quarterly basis from building permits issued, for the design, financing and construction of the stormwater improvements.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues – (continued)

Facilities Fees, Credit PIF, Add-On PIF, Drainage Impact Fees, Rebated City Fees, and Neighborhood Park Impact Fees – (continued)

- *Rebated City Fees* – the City of Brighton shall remit a per-lot rebated fee to the District, on a quarterly basis from certificates of occupancy issued, in the amount of \$6,756.75 per single-family residential lot for a total reimbursement not to exceed \$2,500,000 at the completion of the Village 1 Subdivision.
- *Neighborhood Park Impact Fees* - the City of Brighton has agreed to remit the Neighborhood Park Impact Fees to the District as reimbursement for the costs of construction of certain Neighborhood Park Improvements in the amount of \$1,700 per residential unit.

Expenditures

General and Administrative

General and administrative expenditures include the estimated costs of services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and other administrative expenses.

Operations and Maintenance

Operations and maintenance expenditures include estimated expenditures for improvements within the District related to repairs and maintenance, landscaping maintenance, park maintenance, utility costs and snow removal.

Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

Debt Service

Payments on Series 2020 Bonds are based on the amount of funds available. Therefore, a scheduled amortization has not been included in the budget.

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Projects Fund.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases

The District issued Series 2020 Limited Tax General Obligation Bonds on August 12, 2020, in the par amount of \$12,225,000. Proceeds from the sale of the Bonds will be used to finance a portion of the costs of constructing certain public infrastructure to serve the Development and certain other property within Prairie Center and repay advances made by the Developer to the District to construct such public infrastructure. A portion of the proceeds of the Bonds will also be used to fund: (a) the Reserve Fund, (b) capitalized interest on the Bonds; and (c) costs of issuing the Bonds. The Bonds will be issued as two term bonds. The first term bond bears interest at 4.125% and matures on December 15, 2036. The second term bond bears interest at 4.875% and matures on December 15, 2044. Interest on the Bonds is payable semi-annually on June 15 and December 15 (“Interest Payment Dates”), beginning on December 15, 2020, to the extent of available Pledged Revenue.

The Bonds are structured as “cash flow” bonds, meaning that no regularly scheduled payments of principal are due on the term Bonds prior to their respective maturity dates. Instead, principal is payable on each June 15 and December 15 from available Pledged Revenue, if any, pursuant to a mandatory redemption, after paying interest due on such Interest Payment Date and after funding in full interest coming due on the next Interest Payment Date (the “Subsequent Interest Payment Date”), less any amounts on deposit in such account, including any deposits from capitalized interest. To the extent principal of any Bond is not paid when due, such principal shall remain outstanding until paid. To the extent interest on any Bond is not paid when due, such interest shall compound semiannually on each Interest Payment Date, at the rate then borne by the Bond.

The Bonds are secured by and payable solely from Pledged Revenue, which includes property taxes derived from the Required Mill Levy net of the cost of collection, Specific Ownership Taxes attributable to the Required Mill Levy, Pledged PIF Revenues, PILOT revenues (if any), and any other legally available moneys of the District which the District deposits with the Trustee for application as Pledged Revenue. The forecast does not include Pledged PIF or PILOT revenues. The Bonds are also secured by amounts held in the Reserve Fund in the amount \$812,672.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases – (Continued)

The following is analysis of anticipated changes in the District's long-term obligations for the years ending December 31, 2020 and 2021.

					Anticipated
		Balance -			Balance -
		December 31,			December 31,
		2019	Additions	Retirements	2020
Limited Obligation					
Bonds, Series 2020	\$	-	\$ 12,225,000	\$ 400,000	\$ 11,825,000
Developer Advances:					
Operating		123,362	68,237	-	191,599
Capital		6,532,367	-	1,448,907	5,083,460
Accrued Interest					
Operating		10,644	12,331	-	22,975
Capital		671,880	431,091	1,040,298	62,673
Bond Issue Discount		-	305,625	-	(305,625)
Total	\$	7,338,253	\$ 13,042,284	\$ 2,889,205	\$ 16,880,082
		Anticipated			Anticipated
		Balance -			Balance -
		December 31,			December 31,
		2020	Additions	Retirements	2021
Limited Obligation					
Bonds, Series 2020	\$	11,825,000	\$ -	\$ 500,000	\$ 11,325,000
Developer Advances:					
Operating		191,599	72,885	-	264,484
Capital		5,083,460	1,126,266	2,300,000	3,909,726
Accrued Interest					
Operating		22,975	15,899	-	38,874
Capital		62,673	237,327	300,000	-
Bond Issue Discount		(305,625)	-	12,734	(292,891)
Total	\$	16,880,082	\$ 1,452,377	\$ 3,112,734	\$ 15,245,193

The District has no outstanding operating or capital leases.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserve Funds

Emergency Reserve

The District has provided for an Emergency Reserve equal to at least 3% of fiscal year spending for 2021, as defined under TABOR.

Debt Service Reserve

The Series 2020 Bonds are also secured by funds to be held by the Trustee in the Reserve Funds, in the required amount of \$812,672.

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
Property Taxes Reconciliation
2021

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 2,708.06	\$ -	\$ 1,146.60	\$ -	\$ (40.62)	-	\$ 3,814.04	1.21%	1.21%	\$ 1,167.05	0.01%	0.01%
February	59,308.85	-	1,484.27	-	(889.63)	-	59,903.49	26.42%	27.63%	5,886.46	2.41%	2.42%
March	5,845.99	-	1,285.35	5.38	(87.77)	-	7,048.95	2.60%	30.23%	5,146.93	2.15%	4.57%
April	57,349.88	-	1,590.12	-	(860.25)	-	58,079.75	25.55%	55.78%	120,579.04	62.13%	66.70%
May	31,143.68	-	1,390.16	-	(467.16)	-	32,066.68	13.87%	69.65%	15,020.18	6.98%	73.68%
June	54,101.86	-	1,162.97	33.94	(812.03)	-	54,486.74	24.10%	93.75%	50,757.09	25.79%	99.46%
July	3,166.22	-	1,235.18	64.63	(48.46)	-	4,417.57	1.41%	95.17%	1,384.83	0.00%	99.46%
August	2,102.74	-	1,489.25	86.00	(32.83)	-	3,645.16	0.94%	96.10%	1,360.80	0.00%	99.46%
September	8,410.95	-	1,628.87	129.00	(128.10)	-	10,040.72	3.75%	99.85%	2,385.57	0.54%	100.00%
October	-	-	-	-	-	-	-	0.00%	99.85%	1,284.51	0.00%	100.00%
November	-	-	-	-	-	-	-	0.00%	99.85%	1,338.61	0.00%	100.00%
December	-	-	-	-	-	-	-	0.00%	99.85%	1,072.60	0.00%	100.00%
Total	\$ 224,138.23	\$ -	\$ 12,412.77	\$ 318.95	\$ (3,366.85)	\$ -	\$ 233,503.10	99.85%	99.85%	\$ 207,383.67	100.00%	100.00%

Taxes Levied	% of Levied	Property Taxes Collected
\$ 37,411.00	16.67%	\$ 37,354.54
187,066.00	83.33%	186,783.69
\$ 224,477.00	100.00%	\$ 224,138.23

Property Taxes

General Fund
Debt Service Fund

Totals	
General	38,915.28
Debt Service	194,587.82
Total	233,503.10

Specific Ownership Taxes

General Fund
Debt Service

\$ 2,618.00	16.67%	\$ 2,068.69
62,299.00	83.33%	10,344.08
\$ 64,917.00	100.00%	\$ 12,412.77

Treasurer's Fees

General Fund
Debt Service

\$ (561.00)	16.67%	\$ (561.11)
(2,806.00)	83.33%	(2,805.74)
\$ (3,367.00)	100.00%	\$ (3,366.85)

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.

November 5, 2021

Prairie Center Metropolitan District No. 7
c/o CliftonLarsonAllen LLP
8390 E. Crescent Pkwy, Suite 300
Greenwood Village, CO 80111

We are pleased to serve as the independent auditors for Prairie Center Metropolitan District No. 7 (“Client”) for the year ended December 31, 2021. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement, and are collectively referred to herein as the “Letter” or the “Engagement Letter”.

Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$4,300. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

Audit Scope and Objectives

We will audit Client’s financial statements, as of and for the year ended December 31, 2021, and the disclosures (collectively, the “financial statements”), and if applicable, supplementary information.

The objectives of our audit are to obtain reasonable assurance about whether Client's financial statements taken as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

The other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

Auditor's Responsibilities for the Audit of the Financial Statements

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

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Client or to acts by management or employees acting on behalf of Client.

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

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

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about Client's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making available to us drafts of financial statements, all financial records, and related information, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

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

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Client involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that Client complies with applicable laws and regulations.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP ("Wipfli"), its partners, employees, agents, and assigns from any claim, liability, cost, or expense relating to our services under this Engagement Letter attributable in any respect to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

Reporting

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

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, has been discussed with appropriate personnel. Timely completion of this work will facilitate the completion of our engagement.

Engagement Partner

Greg Livin will be your audit engagement partner.

Other Services

We may prepare (or assist in preparing) Client financial statements in conformity with GAAP based on information provided by management, but the responsibility for the financial statements remains with management.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Illegal Aliens

We certify that Wipfli LLP shall comply with the provisions of C.R.S. 8-17.5-101, et seq.

- A. *Employment or Contracting with Illegal Aliens.* We certify that Wipfli LLP does not knowingly employ or contract with an illegal alien to perform work under this engagement letter or will enter into a contract with a subcontractor that fails to certify to Wipfli LLP that such subcontractor does not knowingly employ or contract with an illegal alien to perform work under this engagement letter.
- B. *Verification Regarding Illegal Aliens.* We certify that Wipfli LLP has verified the employment eligibility of all employees who are newly hired for employment, to perform the work under this engagement letter, through participation in either the Electronic Employment Verification Program, or Employment Verification Program which is established pursuant to Section 8-17.5-102 (5)(c), C.R.S., (collectively referred to as "Verification Programs").
- C. *Limitation Regarding Verification Programs.* We agree that Wipfli LLP will use the Verification Programs to undertake pre-employment screening of job applicants while performing professional services on behalf of the District.
- D. *Duty to Terminate Subcontractor:* If Wipfli LLP obtains actual knowledge that a subcontractor performing work pursuant to this engagement letter knowingly employs or contracts with an illegal alien, Wipfli LLP shall:
 - (i) notify the subcontractor and the District within three (3) days that Wipfli LLP has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. 8-17.5-102(2)(b)(III)(A) that Wipfli LLP has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

Wipfli LLP shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- E. *Duty to Comply with Investigation.* Wipfli LLP shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established by C.R.S. 8-17.5-102(5).
- F. *Notification.* The District shall notify the office of the Colorado Secretary of State if Wipfli LLP violates a provision of C.R.S. 8-17.5-102(2), and the District terminates the engagement for such breach. The District will notify the Colorado Secretary of State if a court made such a determination.
- G. *Participation in Employment Verification Program.* Wipfli LLP shall notify the District of its participation in the Employment Verification Program and shall comply with the requirements of C.R.S § 8-17.5-102(5)(c).

Conclusion and Approval to Proceed

If the terms of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Wipfli LLP
Wipfli LLP

ACCEPTED: [PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7](#)

By: _____

(Print Name and Title)

Date: _____

GHL/tp
Enc.

Cc: Mike Tamblyn, Board of Directors

Wipfli LLP
Engagement Letter
Terms and Conditions – Attest Engagements

1. Entire Agreement

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendixes, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict between the Terms and Conditions and the provisions of an Engagement Letter issued by Wipfli, the Engagement Letter will apply.

Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli will not be liable to Client for any damages that occur as a result of our ceasing to render services.

In the event Client requests us to, or we are required to, respond to a subpoena, court order, government regulatory inquiries, or other legal process against Client or management for the production of documents and/or testimony relative to information Wipfli obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs that we incur.

2. Commencement and Term

An Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

5. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

6. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any Engagement Letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

3. Fee Estimates and Change Orders

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or work. Wipfli provides fee estimates as an accommodation to Client. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

7. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion upon notice to Client, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned Indian subsidiary and contractors in the Philippines) or any of their respective affiliates. These entities and their personnel may be located within or outside the United States. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client’s information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

If, during the course of Wipfli’s engagement, Wipfli determines that more work will be required than initially estimated, Wipfli will discuss, as soon as possible, the reasons with Client. Work that falls outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order. Service completion times are estimated and subject to change. Where applicable, all such estimates assume that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Such estimates also include necessary and reasonable cooperation from client personnel.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information (“Personal Data”) and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the engagement letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the engagement letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or professional standards. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the services will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

4. Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, work may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue work in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops work or withdraws from this engagement as a result of

For additional information related to client personal information, please see Wipfli’s Privacy Statement located at www.wipfli.com/privacy-statement.

Wipfli LLP
Engagement Letter
Terms and Conditions – Attest Engagements

8. Wipfli Owners

Some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

9. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all information provided or developed throughout the duration of this engagement. Any use of this material, other than for the stated purposes in this Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

10. Governing Law

All agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

11. Severability

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

12. Record Retention

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

13. Termination

An Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in an Engagement Letter (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of an Engagement Letter shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement, at our discretion, if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

14. Assignment

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

Name of Jurisdiction: 306 - PRAIRIE CENTER METRO NO 7

IN ADAMS COUNTY ON 8/24/2021

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY
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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:	\$3,360,630
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$5,590,170
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$5,590,170
5. NEW CONSTRUCTION: **	\$2,088,680
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD ## OR LAND (29-1-301(1)(b) C.R.S.):	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(l)(B) C.R.S.):	\$93.52

* 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: @	\$55,807,919
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$29,212,450
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0

(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)

DELETIONS FROM TAXABLE REAL PROPERTY:

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

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

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

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

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
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NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2021

Data Date: 8/24/2021

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

PRAIRIE CENTER METRO NO 7
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 read "KM", with a long horizontal flourish extending to the right.

Ken Musso
Adams County Assessor
KM/rmb

Prairie Center Metropolitan District No. 7
Annual Budget
For Year Ending December 31, 2022

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
SUMMARY
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

11/5/2021

	ACTUAL 2020	BUDGET 2021	ACTUAL 8/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ (128,094)	\$ 7,432,781	\$ 7,694,333	\$ 7,694,333	\$ 6,733,326
REVENUES					
Property taxes	195,943	224,477	215,728	224,477	373,401
Specific ownership taxes	14,380	15,713	10,784	16,200	26,138
Interest income	3,908	15,000	2,796	4,050	3,500
Other revenue	1,759	-	4,204	5,500	5,000
Working capital fees	16,000	63,000	10,200	15,400	24,000
Operations fees	16,974	24,000	29,250	42,570	96,000
Developer advances	924,328	1,199,151	2,648,553	9,028,257	5,694,414
Bond issuance - Series 2020 Senior	12,225,000	-	-	-	-
Bond issuance - Series 2021 Subordinate	-	-	-	4,025,000	-
Facilities fees	246,000	357,000	147,000	210,000	306,000
Drainage impact fees	407,620	545,020	251,900	297,700	467,160
Neighborhood park impact fees	198,900	202,300	93,500	110,500	173,400
Rebated City fees	472,973	804,054	331,081	486,500	689,190
Credit public improvement fees	128,298	182,070	77,633	110,600	161,160
Add-On public improvement fees	128,298	182,070	77,633	110,600	161,160
Credit public improvement fees - PRI	32,311	91,000	19,408	27,650	40,290
Total revenues	<u>15,012,692</u>	<u>3,904,855</u>	<u>3,919,670</u>	<u>14,715,004</u>	<u>8,220,813</u>
TRANSFERS IN	<u>1,008,341</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>15,892,939</u>	<u>11,337,636</u>	<u>11,614,003</u>	<u>22,409,337</u>	<u>14,954,139</u>
EXPENDITURES					
General Fund	243,727	240,000	209,715	300,000	383,400
Debt Service Fund	585,109	1,000,000	755,340	1,700,000	2,337,000
Capital Projects Fund	6,361,429	7,000,000	4,611,455	13,676,011	7,638,500
Total expenditures	<u>7,190,265</u>	<u>8,240,000</u>	<u>5,576,510</u>	<u>15,676,011</u>	<u>10,358,900</u>
TRANSFERS OUT	<u>1,008,341</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>8,198,606</u>	<u>8,240,000</u>	<u>5,576,510</u>	<u>15,676,011</u>	<u>10,358,900</u>
ENDING FUND BALANCES	<u>\$ 7,694,333</u>	<u>\$ 3,097,636</u>	<u>\$ 6,037,493</u>	<u>\$ 6,733,326</u>	<u>\$ 4,595,239</u>
EMERGENCY RESERVE	\$ 7,400	\$ 3,900	\$ 2,500	\$ 3,200	\$ 5,800
DEBT SERVICE RESERVE	812,672	812,672	812,672	812,672	812,672
PRI RESERVE	49,384	143,073	68,792	77,034	117,324
TOTAL RESERVE	<u>\$ 869,456</u>	<u>\$ 959,645</u>	<u>\$ 883,964</u>	<u>\$ 892,906</u>	<u>\$ 935,796</u>

No assurance provided. See summary of significant assumptions.

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

11/5/2021

	ACTUAL 2020	BUDGET 2021	ACTUAL 8/31/2021	ESTIMATED 2021	BUDGET 2022
ASSESSED VALUATION					
Residential	\$ -	\$ 785,350	\$ 785,350	\$ 785,350	\$ 3,504,610
State assessed	-	1,200	1,200	1,200	2,980
Vacant land	2,933,470	2,504,560	2,504,560	2,504,560	1,967,620
Personal property	-	69,520	69,520	69,520	114,960
Certified Assessed Value	<u>\$ 2,933,470</u>	<u>\$ 3,360,630</u>	<u>\$ 3,360,630</u>	<u>\$ 3,360,630</u>	<u>\$ 5,590,170</u>
MILL LEVY					
General	66.796	11.132	11.132	11.132	11.132
Debt Service	0.000	55.664	55.664	55.664	55.664
Total mill levy	<u>66.796</u>	<u>66.796</u>	<u>66.796</u>	<u>66.796</u>	<u>66.796</u>
PROPERTY TAXES					
General	\$ 195,944	\$ 37,411	\$ 37,411	\$ 37,411	\$ 62,230
Debt Service	-	187,066	187,066	187,066	311,171
Levied property taxes	195,944	224,477	224,477	224,477	373,401
Adjustments to actual/rounding	(1)	-	(8,749)	-	-
Budgeted property taxes	<u>\$ 195,943</u>	<u>\$ 224,477</u>	<u>\$ 215,728</u>	<u>\$ 224,477</u>	<u>\$ 373,401</u>
BUDGETED PROPERTY TAXES					
General	\$ 195,943	\$ 37,411	\$ 35,953	\$ 37,411	\$ 62,230
Debt Service	-	187,066	179,775	187,066	311,171
	<u>\$ 195,943</u>	<u>\$ 224,477</u>	<u>\$ 215,728</u>	<u>\$ 224,477</u>	<u>\$ 373,401</u>

No assurance provided. See summary of significant assumptions.

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

11/5/2021

	ACTUAL 2020	BUDGET 2021	ACTUAL 8/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ (25,254)	\$ 43,986	\$ 44,312	\$ 44,312	\$ 3,200
REVENUES					
Property taxes	195,943	37,411	35,953	37,411	62,230
Specific ownership taxes	14,380	2,618	1,797	2,700	4,356
Interest income	-	-	32	50	-
Developer advances	68,237	72,885	-	155,257	194,414
Working capital fees	16,000	63,000	10,200	15,400	24,000
Operations fees	16,974	24,000	29,250	42,570	96,000
Other revenue	1,759	-	4,204	5,500	5,000
Total revenues	<u>313,293</u>	<u>199,914</u>	<u>81,436</u>	<u>258,888</u>	<u>386,000</u>
Total funds available	<u>288,039</u>	<u>243,900</u>	<u>125,748</u>	<u>303,200</u>	<u>389,200</u>
EXPENDITURES					
General and administrative					
Accounting	52,308	35,000	26,440	42,000	45,000
Accounting - non recurring	-	5,000	2,002	5,000	5,000
Billing and collection	12,446	12,000	11,093	17,000	18,500
Audit	3,850	4,500	4,000	4,000	4,300
County Treasurer's fees	2,939	561	540	561	933
Dues and membership	461	500	478	478	550
Insurance	12,067	13,000	15,121	15,121	18,000
District management	15,534	18,000	9,654	18,000	20,000
Legal services	17,145	20,000	10,045	20,000	20,000
Miscellaneous/Contingency	25,988	25,539	2,875	11,740	10,567
Election expense	1,780	-	-	-	10,000
Operations and maintenance					
Repairs and maintenance - District Tracts	1,912	2,400	160	1,000	2,500
Landscape maintenance - District Tracts	14,593	21,000	24,606	35,000	55,000
Landscape maintenance - Park	4,897	12,000	12,484	18,000	20,000
Tree care program/replacement	-	-	37,500	37,500	30,000
Electric - District Tracts	-	500	382	600	650
Community management	14,000	20,000	11,380	18,000	25,000
Pet station services	-	-	-	1,000	5,000
Underdrain system maintenance	-	-	-	-	15,000
Snow removal	-	10,000	6,590	10,000	15,000
Site lighting	-	-	-	-	2,400
Irrigation water - District Tracts	63,807	40,000	34,365	45,000	60,000
Total expenditures	<u>243,727</u>	<u>240,000</u>	<u>209,715</u>	<u>300,000</u>	<u>383,400</u>
Total expenditures and transfers out requiring appropriation	<u>243,727</u>	<u>240,000</u>	<u>209,715</u>	<u>300,000</u>	<u>383,400</u>
ENDING FUND BALANCES	<u>\$ 44,312</u>	<u>\$ 3,900</u>	<u>\$ (83,967)</u>	<u>\$ 3,200</u>	<u>\$ 5,800</u>
EMERGENCY RESERVE	<u>\$ 7,400</u>	<u>\$ 3,900</u>	<u>\$ 2,500</u>	<u>\$ 3,200</u>	<u>\$ 5,800</u>
TOTAL RESERVE	<u>\$ 7,400</u>	<u>\$ 3,900</u>	<u>\$ 2,500</u>	<u>\$ 3,200</u>	<u>\$ 5,800</u>

No assurance provided. See summary of significant assumptions.

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
DEBT SERVICE FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

11/5/2021

	ACTUAL 2020	BUDGET 2021	ACTUAL 8/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 315	\$ 1,472,988	\$ 1,230,656	\$ 1,230,656	\$ 1,058,122
REVENUES					
Property taxes	-	187,066	179,775	187,066	311,171
Specific ownership taxes	-	13,095	8,987	13,500	21,782
Credit public improvement fees	54,527	182,070	77,633	110,600	161,160
Interest income	684	5,000	652	1,000	1,000
Facilities fees	105,000	357,000	147,000	210,000	306,000
Add-On public improvement fees	54,527	182,070	77,633	110,600	161,160
Rebated City fees	310,811	804,054	331,081	486,500	689,190
Drainage impact fees	215,260	545,020	251,900	297,700	467,160
Neighborhood Park impact fees	66,300	202,300	93,500	110,500	173,400
Total revenues	<u>807,109</u>	<u>2,477,675</u>	<u>1,168,161</u>	<u>1,527,466</u>	<u>2,292,023</u>
TRANSFERS IN					
Transfers from other funds	<u>1,008,341</u>	-	-	-	-
Total funds available	<u>1,815,765</u>	<u>3,950,663</u>	<u>2,398,817</u>	<u>2,758,122</u>	<u>3,350,145</u>
EXPENDITURES					
General and administrative					
County Treasurer's fees	-	2,806	2,699	2,806	4,668
Miscellaneous/Contingency	-	3,413	-	76,019	11,504
Paying agent fees	-	6,000	-	6,000	10,000
Debt Service					
Bond interest	185,109	487,781	262,641	515,175	460,828
Bond principal	400,000	500,000	490,000	1,100,000	1,850,000
Total expenditures	<u>585,109</u>	<u>1,000,000</u>	<u>755,340</u>	<u>1,700,000</u>	<u>2,337,000</u>
Total expenditures and transfers out requiring appropriation	<u>585,109</u>	<u>1,000,000</u>	<u>755,340</u>	<u>1,700,000</u>	<u>2,337,000</u>
ENDING FUND BALANCES	<u>\$ 1,230,656</u>	<u>\$ 2,950,663</u>	<u>\$ 1,643,477</u>	<u>\$ 1,058,122</u>	<u>\$ 1,013,145</u>
DEBT SERVICE RESERVE	<u>\$ 812,672</u>	<u>\$ 812,672</u>	<u>\$ 812,672</u>	<u>\$ 812,672</u>	<u>\$ 812,672</u>
TOTAL RESERVE	<u>\$ 812,672</u>	<u>\$ 812,672</u>	<u>\$ 812,672</u>	<u>\$ 812,672</u>	<u>\$ 812,672</u>

No assurance provided. See summary of significant assumptions.

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
CAPITAL PROJECTS FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

11/5/2021

	ACTUAL 2020	BUDGET 2021	ACTUAL 8/31/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ (103,155)	\$ 5,915,807	\$ 6,419,365	\$ 6,419,365	\$ 5,672,004
REVENUES					
Credit public improvement fees	73,771	-	-	-	-
Drainage impact fees	192,360	-	-	-	-
Rebated City Fees	162,162	-	-	-	-
Neighborhood Park impact fees	132,600	-	-	-	-
Facilities fees	141,000	-	-	-	-
Add-On public improvement fees	73,771	-	-	-	-
Credit public improvement fees - PRI	32,311	91,000	19,408	27,650	40,290
Interest income	3,224	10,000	2,112	3,000	2,500
Bond issuance - Series 2020 Senior	12,225,000	-	-	-	-
Bond issuance - Series 2021 Subordinate	-	-	-	4,025,000	-
Developer advances	856,091	1,126,266	2,648,553	8,873,000	5,500,000
Total revenues	<u>13,892,290</u>	<u>1,227,266</u>	<u>2,670,073</u>	<u>12,928,650</u>	<u>5,542,790</u>
Total funds available	<u>13,789,135</u>	<u>7,143,073</u>	<u>9,089,438</u>	<u>19,348,015</u>	<u>11,214,794</u>
EXPENDITURES					
PPI					
Village 1 - Phase 1	3,983	-	-	-	-
Village 1 - Phase 2	334,318	-	22,083	25,000	50,000
Village 1 - Phase 3	229,717	1,350,000	1,457,809	1,700,000	100,000
Village 1 - Phase 4	-	-	53,136	1,450,000	1,880,000
DPI					
Project management fee	111,134	165,000	129,515	311,000	204,000
Project management fee interest	16,472	30,000	15,236	25,817	41,861
Village 1 - Phase 1	77,101	-	29,069	29,069	-
Village 1 - Phase 2	1,379,106	-	10,910	15,000	75,000
Village 1 - Phase 3	861,787	2,700,000	1,707,849	2,000,000	100,000
Village 1 - Phase 4	-	-	23,036	2,250,000	2,820,000
General					
Accounting	15,343	20,000	18,729	28,000	30,000
District management	3,784	10,000	6,436	12,000	13,500
Legal	5,860	10,000	6,697	13,500	13,500
Engineering	-	-	-	10,000	20,000
Bond issue costs	833,619	-	-	353,625	-
Miscellaneous/Contingency	-	115,000	-	-	103,639
Repay developer advance	2,489,205	2,600,000	1,130,950	5,453,000	2,187,000
Total expenditures	<u>6,361,429</u>	<u>7,000,000</u>	<u>4,611,455</u>	<u>13,676,011</u>	<u>7,638,500</u>
TRANSFERS OUT					
Transfers to other fund	<u>1,008,341</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>7,369,770</u>	<u>7,000,000</u>	<u>4,611,455</u>	<u>13,676,011</u>	<u>7,638,500</u>
ENDING FUND BALANCES	<u>\$ 6,419,365</u>	<u>\$ 143,073</u>	<u>\$ 4,477,983</u>	<u>\$ 5,672,004</u>	<u>\$ 3,576,294</u>
PRI RESERVE	<u>\$ 49,384</u>	<u>\$ 143,073</u>	<u>\$ 68,792</u>	<u>\$ 77,034</u>	<u>\$ 117,324</u>
TOTAL RESERVE	<u>\$ 49,384</u>	<u>\$ 143,073</u>	<u>\$ 68,792</u>	<u>\$ 77,034</u>	<u>\$ 117,324</u>

No assurance provided. See summary of significant assumptions.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Prairie Center Metropolitan District No. 7 (District) is a quasi-municipal corporation located in the City of Brighton, Adams County, Colorado and is governed pursuant to the provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District was organized on June 6, 2006, concurrently with Prairie Center Metropolitan District Nos 3-6 and 8-10, pursuant to an order and decree of the Adams County District Court. The Service Plan for the District was approved by the City of Brighton on February 21, 2006, modified on November 13, 2006, and amended and restated on November 4, 2008, and modified on April 14, 2013.

The District was established to provide financing for the design, acquisition, installation, construction and completion of public improvements and services, including streets, transportation, drainage improvements, traffic and safety controls, park and recreation facilities, water, sewer, television relay and translation and mosquito and pest control services. The District is authorized to operate and maintain any improvements not otherwise conveyed to the City or other entities.

During elections held on May 2, 2006, a majority of the District's electors authorized general obligation indebtedness of \$6,790,000,000, for the above listed facilities, intergovernmental agreements and debt refunding. Additionally, on May 2, 2006, the District's voters authorized the District to collect, retain and spend all revenues in excess of TABOR spending, revenue raising or other limitations.

Pursuant to the Service Plans of District Nos. 2-10, the maximum aggregate principal of debt that may be incurred by all of such Districts, together with District No. 1, collectively, is \$750,000,000.

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, sale 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 using the adopted mill levy imposed by the District.

The change in assessment ratio from 7.2% to 7.15% allows the District to adjust its mill levy to offset the decrease in revenues. Accordingly, the District adjusted its mill levy to 11.132 for operations and 55.664 for debt service.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues – (continued)

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 budget assumes that the District's share will be equal to approximately 7% of the property taxes collected.

Interest Income

Investment earned on the District's available funds has been estimated based on historical interest earnings.

Developer Advances

A portion of operations, maintenance, and capital costs of the District is expected to be funded by the Developer.

Operations and Capital Fees

The District established an operations fee of \$360 per year on each residential lot along with a one-time capital fee of \$200 upon closing to cover the costs of operations and maintaining the District improvements. In 2022, the District anticipates to increase the operations fees to \$400 per year.

Facilities Fees, Credit PIF, Add-On PIF, Drainage Impact Fees, Rebated City Fees, and Neighborhood Park Impact Fees

The District entered into an Intergovernmental Agreement Regarding Assignment of Revenues (the IGA) with Prairie Center Metro District No. 3 (District No. 3). Per the IGA, District No. 3 agrees to transfer to the District its rights to receive revenues as set forth in the IGA that are directly attributable to Village I. District No. 3 is relieved from providing any public improvements or management services related to Village I as it is being developed by the District, separately from the remaining development.

These assigned revenues include:

- *Facilities Fees* – being assessed for the use of the District's improvements. The facilities fee is \$3,000 per single-family, detached dwelling unit, due on or before the date of issuance of a building permit by the City of Brighton.
- *Credit and Add-On PIF* – being assessed on use tax transactions and collected at the time of building permit issuance. The Credit PIF is calculated as 1.25% of 50% of the project valuation. The Add-On PIF is calculated as 1.00% of 50% of the project valuation.
- *Drainage Impact Fees* – the City of Brighton shall reimburse the District, on a quarterly basis from building permits issued, for the design, financing and construction of the stormwater improvements.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues – (continued)

Facilities Fees, Credit PIF, Add-On PIF, Drainage Impact Fees, Rebated City Fees, and Neighborhood Park Impact Fees – (continued)

- *Rebated City Fees* – the City of Brighton shall remit a per-lot rebated fee to the District, on a quarterly basis from certificates of occupancy issued, in the amount of \$6,756.75 per single-family residential lot for a total reimbursement not to exceed \$2,500,000 at the completion of the Village 1 Subdivision.
- *Neighborhood Park Impact Fees* - the City of Brighton has agreed to remit the Neighborhood Park Impact Fees to the District as reimbursement for the costs of construction of certain Neighborhood Park Improvements in the amount of \$1,700 per residential unit.

Expenditures

General and Administrative

General and administrative expenditures include the estimated costs of services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and other administrative expenses.

Operations and Maintenance

Operations and maintenance expenditures include estimated expenditures for improvements within the District related to repairs and maintenance, landscaping maintenance, park maintenance, utility costs and snow removal.

Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

Debt Service

Payments on Series 2020 Bonds are based on the amount of funds available. Therefore, a scheduled amortization has not been included in the budget.

The District anticipates issuing Series 2021 Subordinate Bonds, which would be structured as cash flow bonds. A debt amortization schedule for has not been provided as payments are made when funds are available.

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Projects Fund.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases

The District issued Series 2020 Limited Tax General Obligation Bonds on August 12, 2020, in the par amount of \$12,225,000. Proceeds from the sale of the Bonds will be used to finance a portion of the costs of constructing certain public infrastructure to serve the Development and certain other property within Prairie Center and repay advances made by the Developer to the District to construct such public infrastructure. A portion of the proceeds of the Bonds will also be used to fund: (a) the Reserve Fund, (b) capitalized interest on the Bonds; and (c) costs of issuing the Bonds. The Bonds will be issued as two term bonds. The first term bond bears interest at 4.125% and matures on December 15, 2036. The second term bond bears interest at 4.875% and matures on December 15, 2044. Interest on the Bonds is payable semi-annually on June 15 and December 15 (“Interest Payment Dates”), beginning on December 15, 2020, to the extent of available Pledged Revenue.

The Bonds are structured as “cash flow” bonds, meaning that no regularly scheduled payments of principal are due on the term Bonds prior to their respective maturity dates. Instead, principal is payable on each June 15 and December 15 from available Pledged Revenue, if any, pursuant to a mandatory redemption, after paying interest due on such Interest Payment Date and after funding in full interest coming due on the next Interest Payment Date (the “Subsequent Interest Payment Date”), less any amounts on deposit in such account, including any deposits from capitalized interest. To the extent principal of any Bond is not paid when due, such principal shall remain outstanding until paid. To the extent interest on any Bond is not paid when due, such interest shall compound semiannually on each Interest Payment Date, at the rate then borne by the Bond.

The Bonds are secured by and payable solely from Pledged Revenue, which includes property taxes derived from the Required Mill Levy net of the cost of collection, Specific Ownership Taxes attributable to the Required Mill Levy, Pledged PIF Revenues, PILOT revenues (if any), and any other legally available moneys of the District which the District deposits with the Trustee for application as Pledged Revenue. The forecast does not include Pledged PIF or PILOT revenues. The Bonds are also secured by amounts held in the Reserve Fund in the amount \$812,672.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases – (Continued)

The following is analysis of anticipated changes in the District's long-term obligations for the years ending December 31, 2021 and 2022.

	Balance - December 31, 2020	Additions	Retirements	Anticipated Balance - December 31, 2021
Bonds Payable				
Series 2020 - Senior	\$ 11,825,000	\$ -	\$ 1,100,000	\$ 10,725,000
Series 2021 - Subordinate	-	4,025,000	-	4,025,000
Accrued Interest on Bonds				
Series 2021 - Subordinate	-	20,125	-	20,125
Developer Advances:				
Operating	191,599	155,257	-	346,856
Capital	5,939,551	8,873,000	4,889,181	9,923,370
Accrued Interest				
Operating	22,976	15,167	-	38,143
Capital	64,077	499,742	563,819	-
Funding Fee Payable	48,732	103,000	-	151,732
Total	<u>\$ 18,091,935</u>	<u>\$ 13,691,291</u>	<u>\$ 6,553,000</u>	<u>\$ 25,230,226</u>
	Anticipated Balance - December 31, 2021	Additions	Retirements	Anticipated Balance - December 31, 2022
Bonds Payable				
Series 2020 - Senior	\$ 10,725,000	\$ -	\$ 1,850,000	\$ 8,875,000
Series 2021 - Subordinate	4,025,000	-	-	4,025,000
Accrued Interest on Bonds				
Series 2021 - Subordinate	20,125	242,842	-	262,967
Developer Advances:				
Operating	346,856	194,414	-	541,270
Capital	9,923,370	5,500,000	1,440,599	13,982,771
Accrued Interest				
Operating	38,143	30,514	-	68,657
Capital	-	746,401	746,401	-
Funding Fee Payable	151,732	145,000	-	296,732
Total	<u>\$ 25,230,226</u>	<u>\$ 6,859,171</u>	<u>\$ 4,037,000</u>	<u>\$ 28,052,397</u>

The District has no outstanding operating or capital leases.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserve Funds

Emergency Reserve

The District has provided for an Emergency Reserve equal to at least 3% of fiscal year spending for 2022, as defined under TABOR.

Debt Service Reserve

The Series 2020 Bonds are also secured by funds to be held by the Trustee in the Reserve Funds, in the required amount of \$812,672.

This information is an integral part of the accompanying budget.

RESOLUTION NO. 2021 - 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
TO ADOPT THE 2022 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Prairie Center Metropolitan District No. 7 (“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 11, 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 Prairie Center Metropolitan District No. 7:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Prairie Center Metropolitan District No. 7 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 11th day of November, 2021.

Secretary

(SEAL)

EXHIBIT A
(Budget)

I, Ann E. Finn, hereby certify that I am the duly appointed Secretary of the Prairie Center Metropolitan District No. 7, 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 Prairie Center Metropolitan District No. 7 held on November 11, 2021.

By: _____
Secretary

RESOLUTION NO. 2021 - 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Prairie Center Metropolitan District No. 7 (“District”) has adopted the 2022 annual budget in accordance with the Local Government Budget Law on November 11, 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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Prairie Center Metropolitan District No. 7:

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 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 11th day of November, 2021.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

RESOLUTION NO. 2021-11-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF PRAIRIE CENTER
METROPOLITAN DISTRICT NO. 7 AUTHORIZING ADJUSTMENT OF THE
DISTRICT MILL LEVY IN ACCORDANCE WITH THE SERVICE PLAN**

A. Prairie Center Metropolitan District No. 7 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes.

B. The District operates pursuant to its Service Plan approved by the City Council for the City of Brighton, in Adams County, Colorado on February 21, 2006, as modified on November 13, 2006, amended and restated on November 4, 2008, and modified on April 14, 2013 (the “**Service Plan**”), which provides the District with the authority to impose mill levies on taxable property. Such mill levies will be the primary source of revenue for repayment of debt service, public improvements, and operations and maintenance costs of the District.

C. The Service Plan authorizes a maximum Debt Service Mill Levy of fifty (50) mills (“**Maximum Debt Service Mill Levy**”) and a maximum combined mill levy of sixty (60) mills for operation and maintenance services and debt service (“**Maximum Mill Levy**”).

D. Section VI.C(1) of the Service Plan provides that if, on or after January 1, 2006 (the “**Baseline Year**”), there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Service Mill Levy may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board of Directors (the “**Board**”) in good faith (such determination to be binding and final) so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes.

E. The Service Plan provides that, for purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

F. At the time of the Baseline Year, the residential assessment ratio set by the Colorado General Assembly was 7.96%.

G. In 2017, the Colorado General Assembly (the “**General Assembly**”) passed House Bill 17-1349, which amended Section 39-1-104.2, C.R.S. by setting the ratio of valuation for assessment for real residential property at 7.2% (decreased from 7.96%) for property tax years commencing on and after January 1, 2017, until the next property tax year that the General Assembly determined to adjust the ratio of valuation for assessment for residential real property.

H. In 2019, the General Assembly passed Senate Bill 19-255, further amending Section 39-1-104.2, C.R.S. by setting the ratio of valuation for assessment for real residential property at 7.15% (decreased from 7.2%) for property tax years commencing on or after January 1, 2019, until the next property tax year that the General Assembly determines to adjust the ratio of valuation for assessment for residential real property.

I. In 2020, the voters of the State of Colorado passed Amendment B, which repealed Article X, Section 3 of the Colorado Constitution (“**Amendment B**”) such that the ratio of valuation for assessment of real property for 2021 and thereafter, unless further amended by the General Assembly or voters of the State, is 7.15%.

J. In compliance with the Service Plan, in order to mitigate the effect of the reduction in the ratio of valuation for residential real property as set by the General Assembly for property tax year 2022, the Board determines it to be in the best interest of the District, its residents, users, property owners, and the public, to adjust the Maximum Debt Service Mill Levy and the Maximum Mill Levy, so that the actual tax revenues to be received by the District are neither diminished nor enhanced as a result of the change in the ratio of valuation for assessment since the Baseline Year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Prairie Center Metropolitan District No. 7, City of Brighton, Adams County, Colorado:

1. The Board hereby authorizes the adjustment of the Debt Service Mill Levy and the Maximum Mill Levy to reflect that Amendment B set the ratio of valuation for assessment for residential real property to 7.15%, which is a change from the 7.96% ratio of valuation for assessment of residential property as of the Baseline Year.

2. The Service Plan allows for a total mill levy imposition of 55.664 mills for the Maximum Debt Service Mill Levy and the imposition of 66.796 mills for the Maximum Mill Levy (the “**Adjusted Mill Levies**”) so that District revenues shall be neither diminished nor enhanced as a result of the ratio of valuation for assessment being set at 7.15% for collection year 2022.

3. The Adjusted Mill Levies shall be reflected in the District’s Certification of Tax Levies to be submitted to the Adams County Board of County Commissioners on or before December 15, 2021, for collection in 2022.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION AUTHORIZING ADJUSTMENT OF THE
DISTRICT MILL LEVY IN ACCORDANCE WITH THE SERVICE PLAN]**

RESOLUTION APPROVED AND ADOPTED ON November 11, 2021.

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 7**

President

Attest:

Secretary



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

October 7, 2021

Board of Directors
PRAIRIE CENTER METRO DISTRICT #7
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 PRAIRIE CENTER METRO DISTRICT #7 (“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 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).

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- 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.

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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 PRAIRIE CENTER METRO DIST # 7 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.

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



Gigi Pangindian, CPA

Principal

Gigi.Pangindian@CLAconnect.com

Response:

This agreement correctly sets forth the understanding of PRAIRIE CENTER METRO DISTRICT #7.

APPROVED:

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 PRAIRIE CENTER METRO DISTRICT #7 (“you” and “your”) dated October 7, 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

Gigi Pangindian is responsible for the performance of the preparation engagement and other services identified in this agreement. She 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:

- Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP



identified above, based on information provided by you and information generated through our outsourced accounting services.

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

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (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



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a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation, 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 SSARSs:



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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 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



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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 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.



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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



Gigi Pangindian, CPA

Principal

Gigi.Pangindian@CLAconnect.com



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APPROVED:

Signature

Title

Date



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

Special Districts Billing Services 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 Prairie Center Metro District #7 (“you” and “your”) dated October 7, 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

Gigi Pangindian is responsible for the performance of the engagement and other services identified in this agreement. She may be assisted by one or more of our authorized signers in the performance of the engagement.

Ongoing normal billing services:

- Customer calls or emails;
- General inquiries;
- Develop payment arrangements for past due customers;
- Late notice inquiries;
- Owner/renter changes;
- Title company inquiries;
- HOA specific inquiries.

Billing

- Lockbox processing;
- Manual payments;
- Inventory analyses/processing;
- Late notice processing;
- Account adjustments;
- Customer set-ups;
- ACH oversight including payment processing and online processing;
- Monthly accounting/Financial Management Interface;
- Prepare accounts receivable report as requested by the Board.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a. Prepare periodic, as requested, fee billing and collection services to customers.
- b. Provide timely customer service related to customer and client inquiries



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Fees, time estimates, and terms

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

Following an initial set up fee of \$3,000, Billing Services’ annual fees will be \$5,000 per month. All services rendered outside of the agreed to and aforementioned scope of professional services will be billed at standard hourly rates.

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

Additional Accounting Support	\$90-400
Supervisors/Senior Technicians	\$155
Technicians	\$95 - \$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.

Municipal advisors

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

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 contact. We shall not knowingly contract with a subcontractor that (a) knowingly employees or contract 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 contact. [CRS 8-17.5-102(2)(a)(I) and (II)]



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- (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
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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



Gigi Pangindian, CPA

Principal

Gigi.Pangindian@CLAconnect.com



APPROVED:

Signature

Title

Date

RESOLUTION NO. 2021-11-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 3, 2022**

A. The terms of the offices of Directors Wendy J. Burke, Richard Merkel, and Michael Tamblyn shall expire upon the election of their successors at the regular election, to be held on May 3, 2022 (“**Election**”), and upon such successors taking office.

B. One (1) vacancy currently exists 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 one (1) Director 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 Prairie Center Metropolitan District No. 7 (the “**District**”) of the City of Brighton, Adams County, 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, one (1) Director 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 E. Finn shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

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

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with the Designated Election Official of the District, 141 Union Blvd., 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 the Designated Election Official for the District at 141 Union Blvd., 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 11, 2021.

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 7**

By: _____
President

Attest:

Secretary

PRAIRIE CENTER METROPOLITAN DISTRICT #7
Fee Schedule
Effective January 1, 2022

Quarterly Assessments	
\$125/quarter	The District Assesses a fee of \$125 per quarter, per residential unit to pay costs associated with common area landscape, maintenance, water, insurance, and snow removal

Miscellaneous Fees	
Working Capital Fee	\$200.00

Late Fee/Lien Notice
Failure to make payment of any Operations Fees due hereunder shall constitute a default in the payment of such Operations Fees. Upon default, a late fee of \$15 shall be added to the amount due and payable. If the Owner does not make payment of all past due amounts, including the Late Fee within 60 days from the Past Due Date, the District may deliver to the Owner a Notice of Intent to File a Lien Statement.

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (“**Agreement**”) is effective as of the _____ day of _____, 2021, by and between **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **Colorado Designscapes, Inc.**, a _____ (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 as set forth in **Exhibit B** attached hereto on a time and materials basis, 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 **upon completion of services**. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

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 Federal Express 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: Prairie Center Metropolitan District No. 7
c/o Special District Management Service, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228
Phone: 303-987-0835
Fax: 303-987-2032
Email: afinn@sdmsi.com
Attn: Ann Finn

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

To Consultant: Colorado Designscapes, Inc.
15440 East Fremont
Centennial, CO 880112
Phone: 303-721-9003
Email: jbrister@designscapes.org
Attn: Jim Brister

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

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

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts,

instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
Colorado Designscapes, Inc.

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7

By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Michael Tamblyn, as President of Prairie Center Metropolitan District No. 7.

Witness my hand and official seal.

My commission expires: _____

Notary Public

**EXHIBIT A AND B
SCOPE OF SERVICES/ COMPENSATION**



15440 East Fremont - Centennial, Colorado, 80112 - 303.721.9003 - 303-531-7670 fax

To: Prairie Center Metropolitan District Address: Brighton, CO	Contact: Mike Tamblyn Phone: 303-378-4166 Fax:
Project Name: Prairie Center Village- PIP Replacement @ Golden Eagle 11-1-2021 Project Location: Peregrine Dr & Kestrel St, Brighton, CO	Bid Number: Bid Date: 8/19/2021

THIS PROPOSAL WILL TAKE FIVE (5) DAYS TO COMPLETE THE STATED WORK.

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001		REMOVE & REPLACE DAMAGED POURED-IN-PLACE SURFACING @ GOLDEN EAGLE PARK PLAYGROUND	1.00	LS	\$9,975.00	\$9,975.00

Total Price for above Items: \$9,975.00

Total Bid Price: \$9,975.00

Notes:

- Proposal valid for 30 days from the date of bid opening.
- Proposal does not include any import or export of soils unless otherwise noted.
- Price DOES NOT include prevailing wages.
- Proposal does not include any maintenance of landscape/ irrigation unless otherwise stated.
- Proposal does not include any repairs to existing landscape or irrigation unless stated otherwise.
- Poured-In-Place surfacing to be Surface America PlayBound.
- Poured-In-Place thickness to be 3.5" thick for 8' fall height.
- Poured-In-Place color to be solid color (black not mixed in).
- Surface America industry standard binder to be applied.
- Poured-In-Place warranty is for manufacturer defects only.

Payment Terms:

Payment due within 30 days of date of invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Colorado DesignsCAPES, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Jim Brister 303.721.9003 jbrister@designscapes.org</p>
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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

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

CHANGE IN SCOPE OF SERVICES (describe):
--

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

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

(Bid Tabulation)

BID SCHEDULE

The Bidding Contractor is hereby required to review all drawings, specifications, related information / materials and complete all quantities in the following Bid Schedule as to the actual work shown on the Drawings. The Contractor will be required to provide an accurate, full working system for the quantities shown below and for the "Total Amounts" as shown on the following Bid Schedule. This is a "Lump Sum" bid, and all work shown on the drawings, specified elsewhere, even items not itemized within this "Bid Schedule" is hereby required to be included in the Contractor's "Lump Sum" bid.

Consistent with the "Measurement and Payment Format" of this portion of the "Work", the Bidding Contractor is hereby notified that the Owner reserves all rights to implement any or all of the "Work" items, or portions thereof within the General Conditions of the Contract. The Bidding Contractor shall provide all unit prices within this "Bid Schedule" as provided and as described above. The actual quantities of Work for each item to be installed will be as directed by the Owner's Authorized Representative after the selection of a qualified Contractor.

Bid Schedule - Prairie Center Village I - Phase IV

Effective Date 05/14/21

<u>Item No.</u>	<u>Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>	
GENERAL:						
	Mobilization & General Requirements	LS	1	\$ 163,353.73	\$ 163,353.73	
	Performance Bond	LS	1	\$ 32,000.00	\$ 32,000.00	
	SUBTOTAL				\$ 195,353.73	
LANDSCAPE FINE GRADING:						
	Landscape Fine Grading/Raking	SF	408,664	\$ 0.03	\$ 12,259.92	
	SUBTOTAL				\$ 12,259.92	
SITE STRUCTURES / ELEMENTS:						
	Entry Monument - Stone Cairn & Metal Cabinet	LS	1	\$ 67,000.00	\$ 67,000.00	
	Project Signage -Metal Letters (RPC), non-illuminated	LS	1	\$ 19,225.00	\$ 19,225.00	
	Dog Pick-Up Station (per manufacturers specs)	EA.	1	\$ 570.00	\$ 570.00	
	Trash Receptacle (per manufacturers specs)	EA.	1	\$ 3,400.00	\$ 3,400.00	
	Cluster Mail Box & Concerte Pad (per manufacturers specs)	EA.	1	\$ 8,700.00	\$ 8,700.00	
	6' Benches w/ Back (including concrete pad)	EA.	1	\$ 3,350.00	\$ 3,350.00	
	SUBTOTAL				\$ 102,245.00	
WALLS & MASONRY:						
	Stone Veneer Landscape Walls (Including core and footing)	SSF.	3,057	\$ 142.00	\$ 434,094.00	
	18" Stone Wall Cap	LF	463	\$ 110.00	\$ 50,930.00	
	Landscape Boulders type 1	EA.	6	\$ 525.00	\$ 3,150.00	
	Landscape Boulders type 2	EA.	7	\$ 770.00	\$ 5,390.00	
	Landscape Boulders type 3	EA.	5	\$ 1,020.00	\$ 5,100.00	
	SUBTOTAL				\$ 498,664.00	
IRRIGATION:						
	Irrigation (complete-in-place system)	SF	408,664	\$ 1.60	\$ 653,862.40	
	SUBTOTAL				\$ 653,862.40	
DECIDUOUS TREES:						
	<i>Acer grandidentatum</i>	2" cal.	EA	5	\$ 500.00	\$ 2,500.00
	<i>Catalpa speciosa</i>	2" cal.	EA	20	\$ 500.00	\$ 10,000.00
	<i>Celtis occidentalis</i>	2" cal.	EA	32	\$ 500.00	\$ 16,000.00
	<i>Gleditsia triacanthos v. inermis 'Shademaster'</i>	2" cal.	EA	4	\$ 500.00	\$ 2,000.00
	<i>Gymnocladus dioicus 'Espresso'</i>	2" cal.	EA	6	\$ 500.00	\$ 3,000.00
	<i>Populus deltoides ssp. Monilifera</i>	2" cal.	EA	4	\$ 500.00	\$ 2,000.00
	Callery Pear	2" cal.	EA	1	\$ 500.00	\$ 500.00
	<i>Quercus robur x bicolor 'Regal Prince'</i>	2" cal.	EA	16	\$ 500.00	\$ 8,000.00
	<i>Quercus robur</i>	2" cal.	EA	21	\$ 500.00	\$ 10,500.00
	<i>Sophora japonica 'Regent'</i>	2" cal.	EA	7	\$ 500.00	\$ 3,500.00
	SUBTOTAL				\$ 58,000.00	
ORNAMENTAL TREES						
	<i>Acer tataricum 'GarAnn' PP 15,023</i>	6' Clump	EA	19	\$ 375.00	\$ 7,125.00
	<i>Amelanchier x grandiflora 'Autumn Brilliance'</i>	2" cal.	EA	5	\$ 500.00	\$ 2,500.00
	<i>Crataegus viridis 'Winter King'</i>	2" cal.	EA	44	\$ 500.00	\$ 22,000.00
	<i>Malus 'Red Barron'</i>	2" cal.	EA	19	\$ 500.00	\$ 9,500.00
	SUBTOTAL				\$ 41,125.00	

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Amount
EVERGREEN TREES					
	<i>Pinus nigra</i>	8" Ht. EA	61	\$ 635.00	\$ 38,735.00
	<i>Pinus nigra</i>	10' Ht. EA	13	\$ 1,150.00	\$ 14,950.00
	<i>Pinus nigra</i>	12' Ht. EA	2	\$ 1,360.00	\$ 2,720.00
	<i>Picea pungens 'Glauca'</i>	8' Ht. EA	2	\$ 710.00	\$ 1,420.00
	<i>Picea pungens 'Glauca'</i>	10' Ht. EA	1	\$ 1,150.00	\$ 1,150.00
	SUBTOTAL				\$ 58,975.00
EVERGREEN SHRUBS					
	<i>Ephedra equisetina</i>	5 gal. EA	124	\$ 51.00	\$ 6,324.00
	<i>Pinus mugo 'Slowmound'</i>	5 gal. EA	159	\$ 51.00	\$ 8,109.00
	SUBTOTAL				\$ 14,433.00
DECIDUOUS SHRUBS					
	<i>Caryopteris x clandonensis 'Dark Knight'</i>	5 gal. EA	306	\$ 36.00	\$ 11,016.00
	<i>Chamaebatiaria millefolium</i>	5 gal. EA	87	\$ 36.00	\$ 3,132.00
	<i>Cornus sericea</i>	5 gal. EA	13	\$ 36.00	\$ 468.00
	<i>Cotinus coggyria 'Young Lady'</i>	5 gal. EA	4	\$ 36.00	\$ 144.00
	<i>Cotinus coggyria 'Royal Purple'</i>	5 gal. EA	3	\$ 36.00	\$ 108.00
	<i>Ericameria nauseosus 'nauseosa' var glabrata</i>	5 gal. EA	34	\$ 36.00	\$ 1,224.00
	<i>Forestiera neomexicana</i>	5 gal. EA	14	\$ 36.00	\$ 504.00
	<i>Physocarpus opulifolius 'Monlo' P.P. #11,211</i>	5 gal. EA	91	\$ 36.00	\$ 3,276.00
	<i>Prunus besseyi 'Pawnee Buttes'</i>	5 gal. EA	130	\$ 36.00	\$ 4,680.00
	<i>Rhus aromatica</i>	5 gal. EA	24	\$ 36.00	\$ 864.00
	<i>Rhus aromatica 'Gro-Low'</i>	5 gal. EA	224	\$ 36.00	\$ 8,064.00
	<i>Rosa x 'NOA250092' P.P. #16,276</i>	5 gal. EA	51	\$ 36.00	\$ 1,836.00
	<i>Shepherdia argentea</i>	5 gal. EA	11	\$ 36.00	\$ 396.00
	SUBTOTAL				\$ 35,712.00
ORNAMENTAL GRASS					
	<i>Bouteloua gracilis 'Blonde Ambition'</i>	2 gal. EA	1,166	\$ 13.00	\$ 15,158.00
	<i>Miscanthus sinensis 'Morning Light'</i>	2 gal. EA	320	\$ 13.00	\$ 4,160.00
	<i>Panicum virgatum 'Red Hot' PP26074</i>	2 gal. EA	57	\$ 13.00	\$ 741.00
	<i>Panicum virgatum 'Shenandoah'</i>	2 gal. EA	74	\$ 13.00	\$ 962.00
	<i>Saccharum ravennae</i>	2 gal. EA	99	\$ 13.00	\$ 1,287.00
	SUBTOTAL				\$ 22,308.00
PERENNIALS AND GROUND COVERS					
	<i>Eriogonum wrightii var. wrightii</i>	1 gal. EA	65	\$ 13.00	\$ 845.00
	<i>Eriogonum umbellatum var. aureum 'Psdowns'</i>	1 gal. EA	58	\$ 13.00	\$ 754.00
	<i>Lavandula x intermedia 'Phenomenal'</i>	1 gal. EA	242	\$ 13.00	\$ 3,146.00
	SUBTOTAL				\$ 4,745.00
MISCELLANEOUS - PLANTING					
	Manicured Turf (w/soil prep.)	Sod SF	95,091	\$ 0.95	\$ 90,336.45
	ENT - Enhanced Native turf (w/soil prep.)	Seed SF	269,723	\$ 0.30	\$ 80,916.90
	ENT - Enhanced Native turf - NON-	Seed SF	45,302	\$ 0.30	\$ 13,590.60
	Shrub / Perennial Bed Planting (w/soil prep., weed barrier fabric & wood mulch)	SF	43,850	\$ 1.15	\$ 50,427.50
	6" Steel Edger	LF	3,670	\$ 5.15	\$ 18,900.50
	Shovel Cut Edge	LF	2,295	\$ 2.00	\$ 4,590.00
	SUBTOTAL				\$ 258,761.95
ELECTRICAL / LIGHTING:					
	Landscape Light Fixture A (complete-in-place system)	EA	7	\$ 2,965.00	\$ 20,755.00
	Landscape Light Fixture B (complete-in-place system)	EA	8	\$ 2,225.00	\$ 17,800.00
	SUBTOTAL				\$ 38,555.00
PROJECT GRAND TOTAL					\$ 1,995,000.00

BID WRITTEN

IN WORDS: One Million Nine Hundred Ninety Five Thousand Dollars & No/100
 actor Name: Colorado Designscapes, Inc.
 Address: 15440 E Fremont Drive, Centennial, CO 80112
 Phone: 303-721-9003
 rence Plans: DTJ DESIGN - Prairie Center Village I - Phase IV Construction Plans, May 14, 2021



Prairie Center Village Ph.IV Landscape Bidder Notes:

Proposal assumes all electrical to all controllers, pumps etc. will be by others.

All plumbing before and upto irrigation backflow to be performed by others.

Proposal valid for 60 days from the date of bid opening.

Grading to be +/- .10' of finish grade upon mobilization unless otherwise stated.

Proposal does not include any import or export of soils.

Proposal does not include survey and layout. To be performed by others.

Proposal does not include traffic or safety control

Price does not include prevailing wages.

Proposal does not include erosion control and does not include erosion control blanket for seed. Hydromulch only for seed.

Proposal does not include any maintenace of landscape/ irrigation unless otherwise stated.

Proposal does not include any repairs to existing landscape or irrigation unless stated otherwise.

Proposal does not include any import and or placing of topsoil or any other specialty soil mixes.

Proposal does not include directional boring for sleeving under street crossings.



Proposal assumes that spoils can be transported to on-site stockpile. Dump fees not included.

Proposal does not include materials testing or winter protection for concrete.

Proposal does not include winter watering or temporary irrigation for seed. Subcontractors to be used is Rock & Co for masonry and Yesco for signage as stated in plans.

Quote # QUO-469310-B9Z3C2					
Date	10/18/2021	Account Name	Prairie Center Metropolitan District No. 7	Reply-To	
Quote #	QUO-469310-B9Z3C2	Contact Name	Prairie Center Metropolitan District No. 7	Contech Rep.	Pete Niemann
		Phone	(303) 897-0835	Address	19060 County Road 66, Greeley, CO, 80631
Project Name	Prairie Center Village I - Phase 4	Fax		Phone	(970) 301-2064
Project #	556666	Email		Fax	
Project City/State	Brighton, CO			Email	Pete.Niemann@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	Continental Pedestrian Style: Connector Truss Bridge Floor: Underhung Length: 30'-0" (End to End) Width: 10'-0" (Width between Trusses) Finish: Unpainted Self-Weathering Steel Decking: 2" x 8" (Nominal) IPE Ironwood Deck Life Safety System: Horizontal Safety Rails @ 4" Max Spacing up to 54" Rub Rail/Hand Rail: IPE Rub Rail Toe Plate: 4" Steel Channel Toe Rail Camber: Dead Load Deflection plus 1% of Span Length at Midspan Design/Loading: AASHTO LRFD (Live Load: 90 psf; Vehicle Load: H5 (10,000 lbs GVW); Wind Load: Based off 115 mph Wind Velocity) Special Considerations: • a 0' elevation change between abutments • a skew of 0° • Seismic design per AASHTO LRFD Bridge Design Specifications Bridge will be shipped fully assembled, in one (1) piece with a shipped weight of approx. +/- 9,650 lbs (Subject to final design verification)	1.00	1.00	\$46,050.00	EA	\$46,050.00
Total						\$46,050.00
Discount						\$5,900.00
(Tax not included) Net Total						\$40,150.00

Standard Notes
1.Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$75.00 per hour thereafter will be added.
2.In addition to any other procedures outlined or remedies provided, at the time of order, Contech will request a desired delivery date for the quoted materials from the purchasing customer. After drawing approval and prior to manufacturing Contech may again confirm the requested delivery date with the purchasing customer. If purchasing customer cannot take delivery of finished materials within 30 days of requested date, and after Contech has manufactured the product(s), Contech will invoice for the total amount of the order with payment due within 30 days. Additionally, Contech may also assess fees in the amount of 5% per month of the selling price of the stored materials that are not shipped within 30 days after the requested delivery date for storage and handling.
3.LRFD Guide Specification for the Design of Pedestrian Bridges - Item 4.2 - Fracture: Fracture Critical Member designation shall be in accordance with Provision 12.3.2 of AASHTO/AWS D1.5M/D1.5:2015 which requires each Fracture Critical Member (FCM) to be individually designated by the Engineer prior to bidding. In the absence of such designation, the Fracture requirements of Item 4.2 shall be deemed to have been waived.
4.One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.
5.Preliminary Assembled ship weight: Approximately +/- 6,950 lbs. subject to final design. Contech will not be liable for any additional construction or installation costs incurred related to a change from a preliminary bid design weight to a final design, regardless of the reason for the change.
6.Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.

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Standard Notes

7.The current estimated manufacturing lead time for this material is 10-12 weeks (excluding weeks with holidays). Manufacturing and delivery lead times are subject to adjustment at the time Contech is given approval to fabricate based upon production capacity and delivery curfews or other travel restrictions.

Fabrication and delivery lead times stated herein are subject to material availability at the time we receive approval to fabricate. We have been experiencing scarcity, fluctuating rolling schedules and delays in procurement of structural steel and bridge decking.

8.This material will be manufactured for this particular project and is not subject to cancellation. See Section 19 of the Contech COS.

9.This quotation expires 30 days from the date shown. Prices are firm for shipment within 120 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

10.This quote is based on live off loading ONLY and is the responsibility of others. The loads will be delivered as close to the project location as trucks can reasonably access and be driven under their own power without specialized equipment. Oversized loads warrant additional consideration and providing suitable access shall be the responsibility of the contractor/customer. The driver(s) will leave hard surface public roads only at their discretion but is not obligated to do so. If driver agrees to access a site under any other conditions, customer may be subject to additional costs. Due to curfews and other travel time restrictions on over dimensional loads, the customer shall be responsible for additional costs associated with weekend, holiday or Monday delivery requests. Cancellation of scheduled delivery loads requiring permits within 48hrs may result in additional permits and will be the responsibility of the purchaser. Specialized haulers and or equipment are utilized in the shipping of bridge components (ie "trailer rental"), costs incurred by CONTECH due to cancellation and or postponement of the delivery of bridge components will be the responsibility of the purchaser. Staging/Jockeying of trailers can be provided upon request for an additional fee.

11.This quote is per approved Contech shop drawings dated 10/01/21

Scope Of Work

Continental Pedestrian

Truss bridge pricing includes the steel truss bridge manufactured in sections sized at the discretion of Contech to facilitate optimum shipments. Sections may require final assembly at the jobsite by others using fasteners supplied by Contech.

The following work is not a part of this offer and is to be performed by others at no cost to Contech:

1. All construction surveying, including field measurement and verification of abutments and anchor bolt placement.
2. Design of the bridge foundations unless otherwise stated herein.
3. Excavation and construction of the bridge foundations.
4. Anchor bolt design, supply, installation or templates.
5. Erection and installation of the bridge structure(s).
6. Touch up painting of any and all surfaces damaged during handling, loading, transport, unloading, rigging, fit up or installation. Touch up paint guidelines are available from Contech.
7. Supply and installation of any expansion joint materials required by the contract.
8. Supply and installation of concrete and reinforcing for bridge deck slab or abutments.
9. Any and all costs associated with special inspection or testing by an independent agency.
10. Bridge approach railing or wing wall rails unless specifically included elsewhere on this proposal.
11. All other associated or appurtenant items not specifically referenced and included elsewhere in this proposal.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION.THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

<u>Acceptance</u>		<u>Contech Engineered Solutions LLC.</u>	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HERewith AND VIEWABLE AT www.conteches.com/cos		By	Pete Niemann
Company		(O)	(970) 301-2064
By		(F)	
Title		(Cell)	
Date		Title	

Quote # QUO-469310-B9Z3C2

Contech - CONDITIONS OF SALE

1. ACCEPTANCE. This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES. In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. PASSAGE OF TITLE. Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:
(1) the contract price for all products which have been completed prior to termination;
(2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:
(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15

CHANGE ORDER

Change Order No: 1	Date Issued: November 1, 2021
Name of Agreement: SERVICE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR CONTINENTAL PEDESTRIAN CONNECTOR TRUSS BRIDGE	
Date of Agreement: September 3, 2021	District(s): Prairie Center Metropolitan District No. 7
Other Party/Parties: Contech Engineered Solutions LLC	

CHANGE IN SCOPE OF SERVICES (describe): Delete Exhibits A and B in their entirety and replace with Exhibits A and B attached hereto.

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$5,900.00__	Original Term: Expires _____, 20__
Increase of this Change Order: \$40,150.00__	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$46,050.00__	Agreement Time with all Approved Change Orders:

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

EXHIBIT A SCOPE OF SERVICES

DESCRIPTION OF BRIDGE:

- Style: Connector Truss Bridge
- Length: 30'-0" (End to End)
- Width: 10'-0" (Width between Trusses)
- Finish: Unpainted Self-Weathering Steel
- Decking: 2"x8" (nom) IPE Ironwood
- Life Safety System: Horizontal Safety Rails @ 4" spacing up to 54"
- Rub Rail/Handrail: IPE Rub Rail
- Toe Plate: Steel Channel
- Camber: Dead Load plus 1%
- Elevation Change: None
- Skew: None
- Design/Loading: AASHTO LRFD (Live load: 90 psf; Vehicle load: H5 (10,000 lbs GVW); Wind load: based on Wind Velocity of 115 mph)
- Preliminary Shipping Configuration: Bridge to be shipped in one (1) piece, fully assembled

DESCRIPTION OF PROFESSIONAL SERVICES:

CES shall provide shop drawings and calculations for the Continental Pedestrian Connector Truss Bridge in accordance with the drawings and information provided.

- Drawing Submittal will be signed and sealed by a Professional Engineer registered in the State of Colorado:
 - Drawings show the full member size for any of the structural steel
 - Drawings show the weld sizes (weld symbols will be shown but size of weld will not be given)
 - Drawings contain all General Notes pertaining to the bridge
 - Drawings contain full anchor bolt layout and bridge reactions to allow the foundation design to proceed
- Calculations will be prepared by CES and submitted at this time.

CES shall provide fabrication and delivery of the Continental Pedestrian Connector Truss Bridge pursuant to the specifications above.

**EXHIBIT B
COMPENSATION**

Bridge Design Fee: \$5,900.00

Continental Pedestrian Connector Truss Bridge: \$40,150.00

TOTAL: \$46,050.00