

# 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	2023/May 2023
Ashley Licursi	Treasurer	2025/May 2025
Brandon Schenberg	Assistant Secretary	2023/May 2023
Melissa Zimmerman	Assistant Secretary	2025/May 2025
Amanda Coffey	Assistant Secretary	2025/May 2025
Ann E. Finn	Secretary	

DATE: November 10, 2022

TIME: 5:30 P.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:**

Zoom information:

<https://us02web.zoom.us/j/86181958834?pwd=QWdWMExhcEtFWFVVMnJ2Z05ja2hHUT09>

Meeting ID: 861 8195 8834

Passcode: 438631

Dial In: 1-253-215-8782

One tap mobile

+12532158782,,86181958834#,,,,\*438631# US (Tacoma)

### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflict of Interest.

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

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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 June 30, 2022, Special Meeting, the September 15, 2022 Special Meeting, and the October 25, 2022 Work Session Meeting (enclosures).
  - Ratify approval of payment of claims for the period ending July 1, 2022 through October 31, 2022 totaling \$641,467.95 (enclosure).
  - Authorize District Manager to post transparency notice on the SDA Website and the District website pursuant to Section 32-1-809, C.R.S.
  - Ratify approval of Change Order No. 1 to the Service Agreement for Landscape Maintenance between the District and Vargas Property Services, Inc., for removal and replacement of dead trees and landscaping on District Tracts – Village I, in the amount of \$20,200 (enclosure).
  - Ratify approval of Change Order No. 2 to the Service Agreement for Landscape Maintenance Services for the Golden Eagle Park between the District and Vargas Property Services, Inc., for tree replacements, for a not-to-exceed amount of \$6,200 (enclosure).
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- D. Discuss business to be conducted in 2023 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates and consider adoption of Resolution No. 2022-11-\_\_\_\_; 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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- B. Review and consider approval of 2023 Notice of Legal Services and Fee Summary from Altitude Community Law for Legal Services (enclosure).
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- C. Discuss status of proposed revisions to Design Guidelines.
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IV. FINANCIAL MATTERS

- A. Consider engagement of Wipfli LLP for preparation of the 2022 Audit, in the amount of \$4,900 (enclosure).  

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- B. Conduct Public Hearing to consider Amendment to 2022 Budget and (if necessary) consider adoption of Resolution to Amend the 2022 Budget and Appropriate Expenditures.  

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- C. Conduct Public Hearing on the proposed 2023 Budget and consider adoption of Resolution to Adopt the 2023 Budget and Appropriate Sums of Money and Resolution to 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 2023 Budget).  

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1. Review and consider adoption of Resolution No. 2022-11-\_\_\_; Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan (enclosure).  

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2. Review and consider adoption of Resolution No. 2022-11-\_\_\_; First Amended and Restated Resolution Regarding the Imposition of District Fees (enclosure).  

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- D. Review and approve CliftonLarsonAllen LLP 2023 Statement of Work (enclosure).  

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- E. Authorize District Accountant to prepare, and appoint Board Member to sign, the DLG-70 Certification of Tax Levies form (“Certification”). Direct District Accountant to file the Certification with the Board of County Commissioners and other interested parties.  

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- F. Consider appointment of District Accountant to prepare the 2024 budget.  

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- G. Ratify approval of Engineer’s Report and Verification of Costs Associated with District Public Improvements and Primary Public Improvements Report No. 3, dated August 2022, prepared by Independent District Engineering Services, LLC, for the amount of \$999,648.76 (“Report No. 3”) (enclosure).  

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- H. Ratify approval of Engineer’s Report and Verification of Costs Associated with District Public Improvements and Primary Public Improvements Report No. 4, dated October 2022, prepared by Independent District Engineering Services, LLC, for the amount of \$784,577.60 (“Report No. 4”) (enclosure).
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V. LEGAL MATTERS

- A. Review and consider approval of Grant of Non-Exclusive Dry Utility Easement between the District and the City of Brighton (enclosure).
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- B. Discuss May 2, 2023 Regular Directors’ election and consider adoption of Resolution No. 2022-11-\_\_\_\_; 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 24, 2023. Discuss the need for ballot issues and/or questions.
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VI. OPERATIONS AND MAINTENANCE MATTERS

- A. Consider approval of Change Order No. 3 to Service Agreement for Landscape Maintenance Services between the District and Vargas Property Services, Inc. for Golden Eagle Park to extend term on a month-by-month basis until the City of Brighton finally accepts the park (enclosure).
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- B. Consider approval of Service Agreement for Landscape Maintenance Services between the District and Vargas Property Services, Inc. for District Tracts – Village I, for the amount of \$50,255.06 (enclosure).
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- C. Consider approval of Service Agreement for Exterior Light Inspection between the District and Colorado Lighting, Inc. (enclosure).
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- D. Consider approval of Service Agreement for Snow Removal Services between the District and Magnum Snow Removal, Inc. (enclosure).
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- E. Discuss installation of additional dog stations (enclosure).
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VII. CAPITAL MATTERS

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

- A. \_\_\_\_\_

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

Informational Enclosure:

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

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**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER  
METROPOLITAN DISTRICT NO. 7 (the “District”)  
HELD  
JUNE 30, 2022**

A special meeting of the Board of Directors of the Prairie Center Metropolitan District No. 7 (referred to hereafter as “Board”) was convened on Thursday, the 30th day of June, 2022 at 1:00 P.M. The District Board meeting was held via Zoom video/teleconference. The meeting was open to the public.

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**ATTENDANCE**

**Directors In Attendance Were:**

Michael Tamblyn (via Zoom)  
Brandon Schenberg (via Zoom for a portion of the meeting)  
Melissa Zimmerman (via Zoom)  
Amanda Coffey (via Zoom)  
Ashley Licursi (via Zoom)

**Also In Attendance Were:**

Ann E. Finn (via Zoom) and Peggy Ripko (via Zoom for a portion of the meeting);  
Special District Management Services, Inc.

Kathy Kanda, Esq.; McGeady Becher P.C. (via Zoom for a portion of the meeting);

Thuy Dam and Cecilia Wang; CliftonLarsonAllen LLP (via Zoom)

Brandon Barr and Stacie Flynn; Members of the Public (via Zoom)

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**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 Kanda 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 meeting in accordance with the statute. It was further noted by Attorney Kanda that conflict disclosure statements were filed for Directors Tamblyn and Schenberg, and no new conflicts were disclosed at the meeting.

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**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 Licursi, seconded by Director Tamblyn and, upon vote, unanimously carried, the agenda was approved, as presented.

**Meeting Location / 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. 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.

**May 3, 2022 Regular Election:** Ms. Finn reviewed the results of the District's May 3, 2022 Regular Directors' Election with the Board, noting that Directors Zimmerman, Coffey and Licursi were each elected to 3-year terms ending in May 2025, and Director Tamblyn was elected to a 1-year term ending in May 2023.

It was noted that an orientation session for newly-elected directors took place on May 31, 2022, following proper public notice.

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

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

President	Michael Tamblyn
Treasurer	Ashley Licursi
Secretary	Ann E. Finn
Assistant Secretary	Melissa Zimmerman
Assistant Secretary	Amanda Coffey
Assistant Secretary	Brandon Schenberg

**Payment of Director's Fees:** The Board discussed the payment of directors' fees.

Following discussion, upon motion duly made by Director Tamblyn seconded by Director Schenberg and, upon vote, unanimously carried, the Board approved the payment of directors' fees of \$100 per meeting, not to exceed \$2,400 per year, for all meetings after the May 3, 2022 election.

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It was noted that Director Licursi, Director Coffey and Director Zimmerman will receive payment of directors' fees. Directors Tamblyn and Schenberg declined payment of directors' fees.

**Consent Agenda:** The Board considered the following actions:

- Approve Minutes of the November 11, 2021 Special Meeting.
- Ratify approval of Change Order No. 1 to the Service Agreement for Landscape Maintenance Services for the Golden Eagle Park between the District and Vargas Property Services, Inc.

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

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**PUBLIC COMMENT** Ms. Flynn reported to the Board that that the dog fountain is leaking. Director Coffey reported a possible wasp problem in the park.

Mr. Barr asked if the Design Guidelines and Rules could be amended to allow the installation of artificial turf as a water conservation measure.

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**COMMUNITY  
MANAGEMENT  
MATTERS**

**Community Management Report:** Ms. Ripko reported inspections are being conducted two times per month in the summer and once a month in the winter. No action was needed by the Board.

**City of Brighton's Current Restrictions:** Ms. Ripko reported on the City of Brighton's current watering and sod restrictions.

**Potential Amendments to Design Guidelines and Rules:** Director Tamblyn noted the Design Review Committee ("Committee") will be meeting to discuss and consider a proposal to allow installation of artificial turf in the backyards, subject to certain restrictions and requests to modify guidelines to allow larger sheds on larger lots.

**Weed Control and Snow Removal:** Director Tamblyn reported he is scheduling a walk-through with the District's landscape maintenance provider and the Community Manager to address maintenance concerns on District tracts (versus those that are the responsibility of homebuilders during construction) and invited other Directors to attend. The Board asked that a site plan identifying District tracts be posted on the District's web site.



Ms. Finn reported residents with community maintenance concerns and questions to call:

- For non-emergency matters: [Insert Telephone Number]
- For emergency matters, the 24-hour hotline: [Insert Telephone Number]

Ms. Ripko left the meeting at this point.

## FINANCIAL MATTERS

**Payment of Claims:** Ms. Wang reviewed with the Board the payment of claims for the period beginning November 1, 2021 through June 30, 2022 totaling \$1,099,054.70.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Coffey and, upon vote, unanimously carried, the Board ratified approval of the payment of claims, as presented.

**Unaudited Financial Statements:** Ms. Wang reviewed with the Board the unaudited financial statements for the period ending March 31, 2022.

Following discussion, upon motion duly made by Director Zimmerman, seconded by Director Tamblyn and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending March 31, 2022.

**2021 Budget Amendment Hearing:** The President opened the public hearing to consider an amendment to the 2021 Budget, and the adoption of Resolution No. 2022-06-01, Resolution to Further Amend the 2021 Budget and Appropriate Expenditures.

It was noted that publication of Notice stating that the Board would consider an amendment to 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. No public comments were received and the public hearing was closed.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Licursi and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-06-01, Resolution to Further Amend the 2021 Budget and Appropriate Expenditures.

Director Schenberg and Attorney Kanda left the meeting at this point.

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**2021 Audit:** Ms. Dam reviewed the 2021 Audit with the Board.

Following review and discussion, upon motion duly made by Director Tamblyn, seconded by Director Coffey and, upon vote, unanimously carried, the Board approved the 2021 Audit and authorized execution of the Representations Letter.

**2023 Budget:** The Board considered the appointment of the District Accountant to prepare the 2023 Budget.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Licursi, and upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2023 Budget. The Board determined to hold the public hearing to consider adoption of the 2023 Budget on November 10, 2022 at 11:30 a.m., via Zoom.

**Engineer's Report and Verification of Costs Associated with District Public Improvements and Primary Public Improvements Report No. 1, dated November 2021:** The Board reviewed the Engineer's Report and Verification of Costs Associated with District Public Improvements and Primary Public Improvements Report No. 1, dated November 2021, prepared by Independent District Engineering Services, LLC, in the amount of \$1,515,650.22.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Licursi, and upon vote, unanimously carried, the Board ratified the approval of the Engineer's Report and Verification of Costs Associated with District Public Improvements and Primary Public Improvements Report No. 1, dated November 2021, prepared by Independent District Engineering Services, LLC, in the amount of \$1,515,650.22.

**Engineer's Report and Verification of Costs Associated with District Public Improvements and Primary Public Improvements Report No. 2, dated March 2022:** The Board reviewed the Engineer's Report and Verification of Costs Associated with District Public Improvements and Primary Public Improvements Report No. 2, dated March 2022, prepared by Independent District Engineering Services, LLC, in the amount of \$2,011,327.39.

Following discussion, upon motion duly made by Director Zimmerman, seconded by Director Coffey, and upon vote, unanimously carried, the Board ratified the approval of the Engineer's Report and Verification of Costs Associated with District Public Improvements and Primary Public Improvements Report No. 2, dated March 2022, prepared by Independent District Engineering Services, LLC, in the amount of \$2,011,327.39.

**LEGAL MATTERS**

**Fatality at Construction Site:** Ms. Finn reported that as a precautionary measure she provided notice to the District’s insurance carrier regarding a fatality that occurred during a construction project. Although the construction project was being performed by a private entity and not the District, the construction site is located on District-owned property.

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**OPERATIONS AND MAINTENANCE**

**Designscapes Colorado Inc.:** Director Tamblyn reported to the Board that Designscapes Colorado Inc. will be repairing the playground area on July 13, 2022. He also noted he will be scheduling a landscaping inspection with Vargas Property and any interested Board members are welcome to attend the inspection.

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**CAPITAL MATTERS**

**Prairie Center Village I Phase IV Improvement Projects:** Director Tamblyn reported to the Board that Phase I has been completed, Phase II is waiting on final acceptance from the City of Brighton, Phase III is under the one-year warranty period, Phase IV public improvements are currently under construction. He also noted, wet utilities are completed, grading is underway, sidewalk and gutter work will begin in the near future, landscaping is dependent on electrical and the dry utilities will start in August 2022.

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**OTHER MATTERS**

There were no other matters.

\_\_\_\_\_

**ADJOURNMENT**

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

Respectfully submitted,

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

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**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER  
METROPOLITAN DISTRICT NO. 7 (the “District”)  
HELD  
SEPTEMBER 15, 2022**

A special meeting of the Board of Directors of the Prairie Center Metropolitan District No. 7 (referred to hereafter as “Board”) was convened on Thursday, the 15th day of September, 2022 at 5:30 P.M. The District Board meeting was held via Zoom video/teleconference. The meeting was open to the public.

**ATTENDANCE**

**Directors In Attendance Were:**

Michael Tamblyn (via Zoom)  
Melissa Zimmerman (via Zoom)  
Amanda Coffey (via Zoom)  
Ashley Licursi (via Zoom)

Following discussion, upon motion duly made by Director Licursi, seconded by Director Zimmerman and, upon vote, unanimously carried, the absence of Director Brandon Schenberg was excused.

**Also In Attendance Were:**

Ann E. Finn (via Zoom) and Shana Jones (via Zoom for a portion of the meeting);  
Special District Management Services, Inc.

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

Cecilia Wang; CliftonLarsonAllen LLP (via Zoom)

**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 Kanda 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 meeting in accordance with the statute. It was further noted by Attorney Kanda that conflict disclosure statements were filed for Directors Tamblyn and Schenberg, 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 Licursi, seconded by Director Zimmerman and, upon vote, unanimously carried, the agenda was approved, as presented.

**Meeting Location / 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. 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.

**PUBLIC COMMENT**

There were no public comments.

**COMMUNITY MANAGEMENT MATTERS**

**Community Management Report:** Ms. Jones reviewed the Community Management Report with the Board. No action was needed by the Board.

**Covenant Violations:** Attorney Kanda discussed with the Board the relationship and approval process between the District and the Design Review Committee. No action was taken by the Board.

**OPERATIONS AND MAINTENANCE**

**District Tracts - Village I Proposal:** Ms. Finn reviewed with the Board the proposal from Vargas Property Services, Inc. for removal and replacement of dead trees and landscaping on District Tracts – Village I (“Village I Proposal”).

Following discussion, upon motion duly made by Director Licursi, seconded by Director Zimmerman and, upon vote, unanimously carried, the Board approved the Village I Proposal, in the amount of \$20,200, and authorized preparation of a Change Order to the Service Agreement for Landscape Maintenance Services between the District and Vargas Property Services, Inc.

**Golden Eagle Park Proposal:** Director Tamblyn reviewed with the Board the proposal from Vargas Property Services, Inc. for replacing trees in Golden Eagle Park (“Golden Eagle Park Proposal”). Certain Board members noted they would like the opportunity to conduct a site visit concerning the tree replacements.

Following discussion, upon motion duly made by Director Licursi, seconded by Director Zimmerman and, upon vote, unanimously carried, the Board approved the Golden Eagle Park Proposal, subject to final determination of the scope of work, and authorized preparation of a Change Order to the Service Agreement for Landscape Maintenance Services for the Golden Eagle Park between the District and Vargas Property Services, Inc.

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**OTHER MATTERS**

There were no other matters.

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**ADJOURNMENT**

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

Respectfully submitted,

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

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**MINUTES OF A WORK SESSION OF  
THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER  
METROPOLITAN DISTRICT NO. 7 (the “District”)  
HELD  
OCTOBER 25, 2022**

A work session of the Board of Directors of the Prairie Center Metropolitan District No. 7 (referred to hereafter as “Board”) was convened on Tuesday, the 25th day of October, 2022 at 5:30 P.M. The District Board meeting was held via Zoom video/teleconference. The meeting was open to the public.

**ATTENDANCE**

**Directors In Attendance Were:**

Michael Tamblyn (via Zoom)  
Ashley Licursi (via Zoom)  
Brandon Schenberg (via Zoom)  
Melissa Zimmerman (via Zoom)  
Amanda Coffey (via Zoom)

**Also In Attendance Were:**

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

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

Thuy Dam; CliftonLarsonAllen LLP (via Zoom)

Rupesh Gupta; Resident

**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 Kanda 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 meeting in accordance with the statute. It was further noted by Attorney Kanda that conflict disclosure statements were filed for Directors Tamblyn and Schenberg, 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 work session.

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

**Meeting Location / 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. 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.

**PUBLIC COMMENT**

There were no public comments.

**FINANCIAL MATTERS**

**2023 Budget:** The Board reviewed and discussed the 2023 draft Budget.

**OTHER MATTERS**

There were no other matters.

**ADJOURNMENT**

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

Respectfully submitted,

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



**Prairie Center Metropolitan District No. 7**

**Check List**

All Bank Accounts

July 1, 2022 - October 31, 2022

Check Number	Check Date	Payee	Amount
<b>Vendor Checks</b>			
1665	07/19/22	Aztec Consultants, Inc.	4,305.05
1666	07/19/22	Badger Daylighting Corp	1,635.64
1667	07/19/22	Brinkmann Construction	55,308.29
1668	07/19/22	CliftonLarsonAllen LLP	8,034.40
1669	07/19/22	Colorado Lighting, Inc,	20.00
1670	07/19/22	CTL Thompson	8,855.50
1671	07/19/22	DTJ Design, Inc.	1,753.85
1672	07/19/22	McGeady Becher, PC	892.05
1673	07/19/22	Poop 911	88.00
1674	07/19/22	Redland Consulting Group Inc	4,475.00
1675	07/19/22	Special District Mgmt. Services, Inc	7,521.36
1676	07/19/22	Utility Notification Center of CO	201.50
1677	07/19/22	Vargas Property Service Inc	7,424.85
1679	08/16/22	Aztec Consultants, Inc.	5,307.50
1680	08/16/22	Brightview Landscape Development, Inc.	2,068.15
1682	08/16/22	CliftonLarsonAllen LLP	6,962.77
1683	08/16/22	Colorado Community Media Group	25.68
1684	08/16/22	Colorado Designscapes, Inc.	9,975.00
1685	08/16/22	Colorado Lighting, Inc,	20.00
1686	08/16/22	CTL Thompson	32,136.50
1687	08/16/22	DTJ Design, Inc.	2,226.20
1688	08/16/22	Independent Dist. Engineering Services	2,865.01
1689	08/16/22	McGeady Becher, PC	7,447.06
1690	08/16/22	Omerta Storm Water Management	1,038.41
1691	08/16/22	Poop 911	80.00
1692	08/16/22	Special District Mgmt. Services, Inc	6,246.12
1693	08/16/22	Utility Notification Center of CO	218.40
1694	08/16/22	Vargas Property Service Inc	6,602.09
1695	08/16/22	WIPFLI	4,300.00
1696	08/16/22	Asphalt Specialties Inc	53,662.45
1697	08/16/22	Brinkmann Construction	26,752.31
1698	09/19/22	Aztec Consultants, Inc.	9,677.50
1699	09/19/22	Brinkmann Construction	43,716.47
1700	09/19/22	CliftonLarsonAllen LLP	8,174.74
1701	09/19/22	CO Special Dist. Prop & Liab Pool	450.00
1702	09/19/22	Colorado Department of Public Health	540.00
1703	09/19/22	Colorado Lighting, Inc,	20.00
1704	09/19/22	CTL Thompson	14,694.75
1705	09/19/22	DTJ Design, Inc.	3,155.77
1706	09/19/22	Independent Dist. Engineering Services	515.00
1707	09/19/22	McGeady Becher, PC	9,084.05
1708	09/19/22	Omerta Storm Water Management	1,616.10
1709	09/19/22	Poop 911	136.00
1710	09/19/22	RCD Construction Inc	2,750.00
1711	09/19/22	Redland Consulting Group Inc	5,487.50
1712	09/19/22	Special District Mgmt. Services, Inc	5,109.36
1713	09/19/22	Utility Notification Center of CO	183.30
1714	09/19/22	Vargas Property Service Inc	5,192.36
1715	10/17/22	Aztec Consultants, Inc.	8,007.50
1716	10/17/22	Brinkmann Construction	39,931.83
1717	10/17/22	CliftonLarsonAllen LLP	7,230.31
1718	10/17/22	Colorado Lighting, Inc,	20.00
1719	10/17/22	CTL Thompson	17,485.25
1720	10/17/22	DTJ Design, Inc.	1,151.00
1721	10/17/22	Hydro Physics Pipe Inspection Services	4,150.00
1722	10/17/22	Independent Dist. Engineering Services	532.50
1723	10/17/22	McGeady Becher, PC	5,267.05

**Prairie Center Metropolitan District No. 7**

**Check List**

All Bank Accounts

July 1, 2022 - October 31, 2022

Check Number	Check Date	Payee	Amount
1724	10/17/22	Omerta Storm Water Management	374.70
1725	10/17/22	Poop 911	56.00
1726	10/17/22	Redland Consulting Group Inc	4,337.50
1727	10/17/22	Special District Mgmt. Services, Inc	5,583.29
1728	10/17/22	Utility Notification Center of CO	162.50
1729	10/17/22	Vargas Property Service Inc	27,215.13
1730	10/25/22	City of Brighton	72,386.86
ACH	10/17/22	United Power Inc	90.57
ACH	10/17/22	City of Brighton	12,720.98
ACH	09/19/22	City of Brighton	17,767.21
ACH	08/16/22	City of Brighton	22,831.82
ACH	09/19/22	United Power Inc	90.65
ACH	08/16/22	United Power Inc	90.67
ACH	07/19/22	City of Brighton	14,942.24
ACH	07/19/22	United Power Inc	90.35
<b>Vendor Check Total</b>			<u>641,467.95</u>
<b>Check List Total</b>			<u><u>641,467.95</u></u>

Check count = 72

<b>Change Order No:</b> 1	<b>Date Issued:</b> September 15, 2022
<b>Name of Agreement:</b> Service Agreement for Landscape Maintenance	
<b>Date of Agreement:</b> October 1, 2021	<b>District(s):</b> Prairie Center Metropolitan District No. 7
<b>Other Party/Parties:</b> Vargas Property Services, Inc.	

**CHANGE IN SCOPE OF SERVICES (describe):** Exhibit A is hereby amended to include the work within the District tracts described below and as depicted on the attached Prairie Center Village I – Phase IB, Landscape Improvements – Construction Documents.

Description	Qty	Rate	Total
Services to be provided throughout the property			
Remove trees	3	440.00	1,320.00
Honey Locuts	2	820.00	1,640.00
Austrian pine	5	820.00	4,100.00
Willow tree	1	820.00	820.00
Lavender shrubs	15	85.00	1,275.00
Maugo shrubs	3	85.00	255.00
Fathers grasses	8	85.00	680.00
Labor	40	70.00	2,800.00
Supervisor labor	4	115.00	460.00
Planters mix	30	150.00	4,500.00
Skid steer	10	125.00	1,250.00
Disposal	1	1,100.00	1,100.00

*Thank you for your business.*

**Total: \$20,200.00**

*Approval Signature* \_\_\_\_\_



The term of the agreement is extended through October 31, 2022, to allow for completion of the work set forth above.

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ 24,108.00	Original Term: Expires September 30, 2022
Increase of this Change Order: \$ 20,200.00	New Term: Expires October 31, 2022
Price with all Approved Change Orders: \$ 44,308.00	Agreement Time with all Approved Change Orders: No change

**APPROVED:**

By: *Mike Tamblyn*  
District

**APPROVED:**

By: *Rudy Chavez*  
Consultant *Contract Manager*

<b>Change Order No:</b> 2	<b>Date Issued:</b> September 15, 2022
<b>Name of Agreement:</b> Service Agreement for Landscape Maintenance Services for the Golden Eagle Park	
<b>Date of Agreement:</b> August 1, 2020	<b>District(s):</b> Prairie Center Metropolitan District No. 7
<b>Other Party/Parties:</b> Vargas Property Services, Inc.	

**CHANGE IN SCOPE OF SERVICES (describe):** Exhibit A is hereby amended to include the work described below at the prices set forth herein.

Description	Qty	Rate	Total
Remove dead trees in the park	10	440.00	4,400.00
Labor	10	70.00	700.00
Disposal	1	1,100.00	1,100.00
<b>Total</b>			<b>\$6,200.00</b>

The term of the agreement is hereby extended and shall terminate upon the completion of the work set forth in this Change Order No. 2 to the satisfaction of the District Project Manager GKT Brighton Residential Management, L.L.C.

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
Original Price: \$ 11799.96 (and, with CO #1 in the amount of \$15,499.92) \$ 27,299.88	Original Term: Expires <u>December 31, 2021</u> (Extended by CO #1 to <u>September 30, 2022</u> )
Increase of this Change Order: \$ 6,200.00	New Term: Expires Upon Completion of Work
Price with all Approved Change Orders: \$ 33,499.88	Agreement Time with all Approved Change Orders:

**APPROVED:**

By: *Mike Tamblyn*  
District

**APPROVED:**

By: *Rudy Chavez*  
Consultant *Contract Manager*

## RESOLUTION NO. 2022-11-01

### 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. 5 (the “**District**”), Adams County, Colorado:

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

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

3. That regular meetings of the District Board for the year 2023 shall be held on \_\_\_\_\_ 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://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) \_\_\_\_\_

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 10, 2022.

**PRAIRIE CENTER METROPOLITAN  
DISTRICT NO. 7**

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

Attest:

\_\_\_\_\_  
Secretary



Level	Violations	Violation Description
Attorney Notice	Trash Cans: Visible	Trash cans need to be stored out of sight.
Attorney Notice	Parking Where Not Permitted	Please remove the inoperable vehicle from the street and store out of sight from the rest of the community.
Attorney Notice	Trash Cans: Visible	Trash cans need to be stored out of sight.
Attorney Notice	Trash/Debris at Residence Ended: 08/17/22	Please remove the object being stored in the driveway.
Attorney Notice	Unapproved Improvement	Please identify the large stone structure in the back yard and submit a request for its approval.
Attorney Notice	Nuisance	Please replace the dead tree in the front yard.
Attorney Notice	Weeds: Rock/Mulch Beds	Please remove the weeds growing in the rocks.
Courtesy Notice	Camper/Trailer/Recreational/Heavy Equipment Vehicle at Residence	Trailers must be stored out of sight.
Courtesy Notice	Trash Cans: Visible	Store cans out of sight.
Courtesy Notice	Fencing: Needs Stain	Please stain your fence the approved color for this community. Approve stain color can be found in the community guidelines located on the community website.
Courtesy Notice	Lawn: Health of Grass	The lawn appears unhealthy please correct this issue.
Courtesy Notice	Weeds: Rock/Mulch Beds	Please remove any weeds or grass is growing in the rock landscaping on the front side of the home.
Courtesy Notice	Tree: Dead	Dead tree in tree lawn cutting off the top is not a solution. Please replace it.
Courtesy Notice	Parking Where Not Permitted	Garages on site must be used for vehicular parking and not for storage of personal property. Please make sure that you can park 2 vehicles in your garage.
Courtesy Notice	Parking Where Not Permitted	Parking on a public right away. Parking on the sidewalk is not permitted.
Courtesy Notice	Weeds: Rock/Mulch Beds	Please remove any weeds or grass growing in the rock Landscaping.
Courtesy Notice	Weeds: Rock/Mulch Beds	Please remove the grass and weeds growing in the rock landscaping.
Courtesy Notice	Weeds in Lawn	Please tree and remove the weeds growing in the grass.
Courtesy Notice	Fencing: Needs Stain	Please stain the fence the approved color for this community. Approved colors can be found on the community website under design guidelines
Courtesy Notice	Lawn: Dead Spots	Please make an effort to address the weeds and the dead spots in the tree lawn.
Courtesy Notice	Fencing: Needs Stain	Please Stain your fence the approved stain color for this community. Approved colors can be found on the community website under design guidelines?
Courtesy Notice	Tree: Dead	Please replace the dead tree in the front yard.
Courtesy Notice	Weeds in Lawn	Please treat and remove the weeds in the lawn.
Courtesy Notice	Trash Cans: Visible	Trash cans are required to be stored out of sight in this community please remove them from the driveway.
Courtesy Notice	Weeds in Lawn	Your lawn and your tree lawn or riddled with dandelions please treat and remove them from the property.
Courtesy Notice	Fencing: Needs Stain	Please stain the fence the approved stain color for this community. Approved colors can be found on the community website under design guidelines.
Courtesy Notice	Fencing: Needs Stain	Please stain the fence the approved stain color for this community. Approved colors can be found on the community website under design guidelines
Courtesy Notice	Fencing: Needs Stain	Please stain the fence the approved color for this community. Approved colors can be found on the community website under design guidelines.?
Courtesy Notice	Fencing: Needs Stain	Please stay in your fence be approved color for this community. Prove stain color can be found on the community website under design guidelines.
Courtesy Notice	Fencing: Needs Stain	Please stay in your fancy approved color for this community. Improve stain colors can be found on the community website and the design guidelines.
First Notice	Lawn: Needs Mowed	Please mow the tree lawns. Your home is a corner unit and is responsible for both tree lawns (side and front).
First Notice	Lawn: Needs Mowed	Please mow the lawns (front lawn and tree lawn).
First Notice	Landscaping: Fabric Showing	The dirt is showing in the rock landscaping please fill in the bare patches.
First Notice	Camper/Trailer/Recreational/Heavy Equipment Vehicle at Residence	Trailer needs to be removed and stored out of sight.
First Notice	Weeds in Lawn	The property is riddled with dandelions
First Notice	Lawn: Needs Mowed	Mow the tree lawn.
First Notice	Tree: Dead	Please replace the dead tree in the tree lawn.
First Notice	Tree: Dead	Please replace the dead tree in the front yard and/or tree lawn. Cutting off the top of the tree is not a solution.
First Notice	Tree: Dead	The trees in the tree lawns are dead. Please replace them, topping them is not a solution to this issue.
First Notice	Weeds: Rock/Mulch Beds	Please remove the weeds growing in the rocks.
First Notice	Lawn: Needs Mowed	Please mow the tree lawns. Your home is a corner unit and is responsible for both tree lawns (side and front).
First Notice	Lawn: Needs Mowed	Please mow the lawn.
First Notice	Tree: Dead	Please replace the dead tree in the tree lawn.
First Notice	Tree: Dead	Please replace the dead tree in the tree lawn.
First Notice	Weeds: Rock/Mulch Beds	There are weeds and grass growing in the rock landscaping. Please remove them.
First Notice	Lawn: Needs Mowed	Mow the tree lawn.
First Notice	Weeds in Lawn	Please remove the weeds from the lawn and tree lawn, as well as the rest of the landscaping as needed.
First Notice	Weeds in Lawn	Please remove the weeds from the lawn.
First Notice	Fencing: Does Not Conform to Guidelines	The wire fencing you have installed on the backyard fence does not meet with community guidelines. Please see community guidelines included with this notice and correct the issue.
First Notice	Weeds: Rock/Mulch Beds	Please remove the weeds growing in the landscaping.
First Notice	Tree: Dead	The trees in your tree lawns are dead. Please replace them.
First Notice	Weeds: Rock/Mulch Beds	Please remove the dead weeds from the rocks.
First Notice	Tree: Dead	Please replace the dead tree in the tree lawn.
First Notice	Tree: Dead	Please replace the dead tree in the tree/ tress in the lawns. This includes your side tree lawn.
First Notice	Landscaping: Not Installed	Backyard landscaping is not installed.
Second Notice	Tree: Dead	Please replace the dead tree in the tree lawn.
Second Notice	Weeds: Rock/Mulch Beds	Please remove the weeds growing in the rocks.
Second Notice	Landscaping: Fabric Showing	The dirt is showing in the rock landscaping please fill in the bare patches.
Second Notice	Tree: Dead	Please replace the dead tree in the front yard.
Second Notice	Tree: Dead	Please replace the dead tree in the front yard. Simply cutting off the top is not a solution.
Second Notice	Tree: Dead	Please replace the dead tree in the front yard. Cutting off the top of the tree is not a solution.
Second Notice	Tree: Dead	Please replace the dead tree in the front yard.
Second Notice	Tree: Dead	Please replace the dead tree in the front yard.
Second Notice	Weeds: Rock/Mulch Beds	Please remove the weeds growing in the rocks.
Second Notice	Lawn: Needs Mowed	Please mow the lawns (front lawn and tree lawn).
Second Notice	Lawn: Needs Mowed	Please mow the lawn.
Second Notice	Weeds: Rock/Mulch Beds	Please remove the weeds growing in the rocks.
Second Notice	Lawn: Needs Mowed	Please mow the lawn and tree lawn.
Second Notice	Tree: Dead	Please replace the dead tree in the front yard.
Second Notice	Fencing: Needs Stain	All fencing needs stain.
Second Notice	Nuisance	It appears you have a broken irrigation line that is flooding the sidewalks and tree lawn on the side of your home. Please address this issue immediately.
Second Notice	Fencing: Needs Stain	All fencing needs stain.
Third Notice	Weeds: Rock/Mulch Beds	Please remove any weeds/grass in the rock and lawn areas.
Third Notice	Weeds in Lawn	Please remove any weeds, including but not limited to dandelions, from your yard and tree lawn.
Third Notice	Unapproved Improvement	It appears as though your driveway has been extended without approval. Please contact Shana at sjones@sdmsi.com to submit a request for this installation.



## 2023 NOTICE OF LEGAL SERVICES AND FEE SUMMARY

The following is a summary of fees and charges for legal services being offered by Altitude Community Law for 2023. For more details, contact your Primary Attorney or email us today at [hoalaw@altitude.law](mailto:hoalaw@altitude.law).

**No signature is required at this time, as this is a notice only.**

**Existing clients will be billed at our new 2023 rates effective with their January billing. Clients remain on their current billing structure (retainer/non-retainer, etc.) until we are notified otherwise.**

Our retainer programs reduce your association's legal expenditures and simplify the budgeting process by establishing a fixed monthly fee. This fee purchases the essential legal services your association requires, making us available to you as needed. We offer three retainer packages to better fit your needs.

### RETAINER SERVICES AND BENEFITS

For a monthly fee of \$230, retainer clients receive the following legal services and benefits without further charges:

Phone Calls. We will engage in unlimited telephone consultations with a designated board member or association manager regarding legal and other questions and status of ongoing work we are performing for you, exclusive of litigation, foreclosure, covenant enforcement, and document amendments. Written consultations/communications such as emails, written correspondence, and calls with multiple board members at the same time will be billed at our reduced hourly rates, as will our time to review governing documents, correspondence, etc., if necessary to answer a question.

Reduced Hourly Rates. For legal services billed hourly beyond what is included in the retainer, we will provide those services at \$20 per hour less than our non-retainer rates for attorneys and \$10 per hour less than our non-retainer rates for paralegals. No rate change for legal assistants.

In-Office Consultation. We will meet with a designated board member and/or the association's manager in our office for 30 minutes on any new matter. If the meeting extends beyond the 30 minutes, you will be billed at our reduced hourly rates.

Attendance at Board Meeting. At your request, we will attend one board meeting per twelve-month period for up to one hour. While our attendance at said board meeting is provided at no charge to retainer clients, we will bill you at our reduced hourly rates for our travel time to and from the attorney's primary office location if in-person attendance is requested instead of virtually. As a retainer client, we will prioritize attending the board meeting of your choosing. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

Audit Response Letter. We will prepare a letter to your financial auditor in connection with your annual audit indicating pending or threatened litigation. We will also review

your annual financial audit upon completion.

Periodic Report. We will prepare and file your periodic report with the Secretary of State if you have designated us as your registered agent.

DORA Renewal. We will prepare and file your renewal report with DORA if requested.

#### RETAINER PLUS SERVICES AND BENEFITS

For a monthly fee of \$300, we will provide the following legal services and benefits without further charges:

In addition to the services provided to Retainer clients, Retainer Plus clients will receive the following additional services:

Email Consultations. We will engage in 30 (thirty) minutes of email consultations every month with a designated board member and the association's manager regarding legal and other questions and the status of ongoing work that we are performing on your behalf, exclusive of litigation, foreclosure, covenant enforcement, and document amendment matters. Additional written consultations and communications will be billed at our reduced hourly rates. If it is necessary to review governing documents, correspondence, etc. to answer a question, you will be billed at our reduced hourly rates.

SB100 Policy Update. We will provide one free SB100 Policy update for your association.

Credit Card Payments. For Retainer Plus clients, we will accept homeowner payments via credit card.

#### PREMIUM RETAINER SERVICES AND BENEFITS

For a monthly fee of \$550, we will provide the following legal services and benefits without further charges:

In addition to the services provided to Retainer and Retainer Plus clients, Premium Retainer clients will receive the following additional services:

Email Exchanges. We will communicate with your designated board member and the association's manager via email up to 60 (sixty) additional minutes every month which includes minor research.

Attendance at One Additional Board Meeting per Year. At your request, we will attend a total of two board meetings per twelve-month period for up to one hour each. While our attendance at said board meetings is provided at no charge to retainer clients, we will bill you at our reduced hourly rates for our travel time to and from the attorney's primary office location if in-person attendance is requested instead of virtually. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

Other needed revisions to Policies required by new legislation reduced by \$100.

#### RETAINER SERVICES GENERALLY

Clients on retainer will remain on their chosen level of retainer until we are notified otherwise in writing.

#### FIXED FEE SERVICES

Altitude Community Law offers fixed fee services. The association will pay Altitude Community Law (the Firm) for performance of the services as outlined in a proposal for services, plus costs. The association understands that it is not entering into an hourly fee agreement for that specified service, except as otherwise set forth. This means the Firm will devote such time to the matter as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

#### NON-RETAINER SERVICES AND BILLING TERMS

If you desire representation on a non-retainer basis, you will be billed hourly for all work performed unless a fixed fee (such as collection matters or amendment of documents) has been agreed to in advance. Our hourly rates for 2023 non-retainer clients are \$115 - \$155 for legal assistants/paralegals, \$330 - \$350 for attorneys. Non-retainer clients are billed hourly for all phone calls.

### TERMINATION OF REPRESENTATION

You may terminate our representation at any time by notifying us in writing and we may resign from representation by notifying you in writing. In either case, you understand that court or administrative rules may require us to obtain a judicial or administrative order to permit our withdrawal. We agree that upon receipt of your termination notice, we will take such action as is necessary to withdraw from representing you, including requesting any necessary judicial or administrative order for withdrawal. However, whether you terminate our representation, we cease performing further work and/or withdraw from representing you, as allowed under the Colorado Rules of Professional Conduct or for your failure to comply with the terms of this Agreement, you understand and agree that you continue to be responsible to us for the payment of all fees and expenses due and owing and incurred in withdrawing from representing you, including any fees and expenses we incur to obtain, and/or during the time we are seeking to obtain, any necessary judicial or administrative order to approve our withdrawal.

If you so request, we will send to you your files in an electronic format as soon as a particular matter is concluded. If you do not request your files, the firm will keep the files for a minimum of ten (10) years, after which it may retain, destroy or otherwise dispose of them.

### PRIVACY POLICY

Attorneys, like other professionals who provide certain financial services, are now required by federal and state laws to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Thus, we have always protected the privacy of your confidential information.

In the course of providing legal services, we sometimes receive significant nonpublic personal information from our clients. As a client of Altitude Community Law, you should know that all such information we receive from you is held in confidence. We do not disclose such information to anyone outside the firm except when required or authorized by applicable law or the applicable rules of professional conduct governing lawyers, or when authorized by you in writing.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain, physical, electronic and procedural safeguards that comply with our professional standards.

If you have any questions or would like more information about our privacy policies and practices, please let us know.

### GENERAL TERMS FOR ALL CLIENTS

We represent the association as a corporate entity. We will take our direction for work as instructed by the manager or the board. We do not represent any individual board members or homeowners.

Clients are required to reimburse us for cost advances and other out-of-pocket expenses. Reimbursement is made at actual cost for outside charges such as court recording fees, filing fees, service of process charges, computerized legal research, expert witness fees, title searches, deposition reporting and transcription fees, outside photocopying, etc. Typically, we do not charge for internal photocopies, faxes, postage and long-distance telephone calls unless these charges are extraordinary. We provide monthly statements for services and expenses incurred. Unless other arrangements are made and agreed upon in writing, all charges are due and payable upon your receipt of the statement. A finance charge of 12% per annum may be imposed upon any amount not paid within 30 days of becoming due. Fees may be modified upon 30 days prior written notice. If it becomes necessary to file suit to recover unpaid attorney fees, the prevailing party shall be entitled to receive its attorney fees.

In the event we have not been provided with, or our files do not contain, all of the recorded documents of the association, we retain the right to obtain any such recorded documents to supplement our file without association approval and at the association's cost. The association's cost will include, but not be limited

to, hourly charges for procuring the documents and copying costs. In order to provide you with the most efficient and effective service we will, at all times, unless otherwise directed, work through your manager if appropriate.

Please see Exhibit A to Legal Services and Fee Summary Agreement for 2023 Legal Collection Services.

Should you have any questions, please do not hesitate to call any of our attorneys. We are happy to answer any of your questions or meet with you at no charge to discuss our services and fees in greater detail.

## **EXHIBIT A TO LEGAL SERVICES AND FEE SUMMARY AGREEMENT FOR 2023 LEGAL COLLECTION SERVICES**

### Fee Structure

This is a flat fee agreement for collection services. The Association will pay Altitude Community Law (the Firm) for performance of the services described below, plus costs. The Association understands that it is not entering into an hourly fee agreement for collection services, except as otherwise set forth below. This means the Firm will devote such time to the representation as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

The Association has the right to terminate the representation at any time and for any reason, and the Firm may terminate the representation in accordance with Rule 1.16 of the Colorado Rules of Professional Conduct. In the event that the Association terminates the representation without wrongful conduct by the Firm that would cause the Firm to forfeit any fee, or the Firm justifiably withdraws in accordance with Rule 1.16 from representing the Association, the Association shall pay, and the Firm shall be entitled to, the fee or part of the fee earned by the Firm as described in paragraph 1 above, up to the time of termination. If the representation is terminated between the completion of increments (if any), the Association shall pay a fee based on our standard hourly rate set forth in our standard fee agreement. However, such fees shall not exceed the amount that would have been earned had the representation continued until the completion of the increment, and in any event all fees shall be reasonable. Once the work is performed, the Fee will be deemed earned and is due upon receipt of an invoice.

### Case Intake, Review and Assessment - No charge

We do not charge you to review new collection cases and make recommendations. However, if we receive open collection files from another attorney, there will be a \$25 set-up and review fee per file. This fee will be waived if you are a retainer client.

At the rates set here in, upon receiving a new turnover, we will perform the following work for due diligence and to put the Association in the best possible collection position: Assessment Lien Package (if a lien has not already been recorded), Demand Letter, Public Trustee Search, and Bankruptcy Search. Next steps after this work depends on the homeowner's response, balance due, history, information acquired, and other factors.

### Demand Letter - \$155

Preparation of a demand letter includes reviewing the ledger or equivalent record to ascertain the amounts owed including interest, late charges, fines and charge backs, if relevant, and review prior notice given to owner to meet statutory requirements; drafting and mailing the demand letter to the homeowner; follow-up, including telephone calls with the management company and homeowner, negotiation of an acceptable payment plan; follow up letter (as needed) to confirm payment arrangements. All correspondence other than the initial demand and payment plan letter is \$50 per letter (e.g., follow up demand letter, breach of payment plan letter).

### Super Lien Demand Letter - \$110

Preparation of a demand letter post foreclosure includes reviewing ledger to ascertain amounts owed; verifying party to whom demand should be sent; drafting and mailing demand letter: or if request is received from a lender for the super lien amount, drafting a response. All discussions with the owner or

lender after the letter are billed hourly.

#### Assessment Lien Package - \$110

This charge includes preparing both the lien and the lien release. It also includes verification of ownership with either the assessor's office or title company.

#### Lawsuit: - \$455 plus costs

This charge includes preparing the summons and complaint, filing these papers with the court, appearing at the return date and obtaining default judgment. It also includes all negotiations and telephone conferences with the owners prior to an answer being filed with the court.

#### Lawsuit: Trial - Hourly rates apply

All preparation for trial and appearances in court are billed on an hourly basis. If the association prevails at trial, it can recover its attorney fees and costs from the delinquent owner.

#### Interrogatories - \$130

We prepare and file a motion with the court to request the court to order an owner to answer a series of questions from us about the owner's assets. We will use the answer to help satisfy any judgment obtained by the association. We will also arrange for service of the order on the client and monitor and evaluate answers received from the owner.

#### Contempt Citation - \$155

If an owner fails to answer the interrogatories as ordered by the court, we will prepare and file all the necessary paperwork to require the owner to appear before the judge to explain why the questions were not answered. Our fee also includes our appearance at court, subsequent appearance if the owner fails to appear initially and review and evaluation of the answers once received from the owner.

#### Garnishments - \$155 (each)

We will identify entities (usually banks, employers or tenants) which owe or have money of the owner and prepare documentation to be filed with the court to order the entity to release all or a portion of the money they hold for or are obligated to pay the owner to the association. We will arrange for service of the necessary documentation and will monitor for responses.

#### Payment Plans - \$125 - \$225 (each)

We will charge a fee depending upon the length of the payment plan to prepare the necessary documentation, monitor and process payments and close the file. Unless we are instructed otherwise, we may agree to payment plans of up to 24 months with any homeowner. We request that interest and late fees not be added to the ledger during payment plans, as long as the homeowner pays as agreed. Monthly payments amounts are calculated based on no additional interest or late fees being incurred during the payment plan.

#### Motions - \$150 - \$200

Occasionally, certain motions may be necessary in a case in order to get the court to issue a ruling without further legal action. These will be prepared, filed, monitored and argued before the court, if necessary.

#### Outbound Phone Calls - \$55

Once we obtain a phone number for an owner, we will make up to 3 outbound calls to an owner to secure payment. All other calls with an owner will be at no charge.

#### Payoff Calculations - \$130

It is important for your management company or treasurer to confirm all payoff amounts with us prior to issuing status letters or advising owners of balances so that all legal costs and fees can be included. We will also insure that all fees necessary to close or dismiss a file are included. Rush charges do apply.

#### Monitoring Lender Foreclosure - \$220 (one-time charge)

It is important to monitor lender foreclosure through the sale and redemption period. We obtain periodic

ownership and encumbrance reports, if needed, and routinely verify the status of the foreclosure action. We advise you of the association's rights and options throughout the process. Once a sale is completed, we advise the association of the new owner and the association's rights.

#### Monitoring Bankruptcy - \$230 Chapter 7; \$360 Chapter 13 (one-time charge)

We prepare and file a Proof of Claim, if necessary, monitoring the bankruptcy through discharge. Our services include reviewing the plan (if Chapter 13) to make sure it includes provisions for payment of pre- and post-petition assessments, and checking with the trustee and debtor's attorney to determine if property has been abandoned. If it becomes necessary to file any motion with the court, we charge fixed fees as follows:

Motion to Dismiss: \$595

Motion for Relief from Stay: \$795

Objection to Plan: \$395

All preparation for and appearances in court are charged on an hourly basis.

#### Assessment Increase Notice - \$395

We prepare notice to bankruptcy court of any increase in ongoing debt owed to the association upon receipt of notice from you, including filing proof of claim and letter to bankruptcy attorney or debtor.

#### Public Trustee/Bankruptcy Search - \$30 (each)

Verifying whether a property is in foreclosure or subject to a bankruptcy before filing a lawsuit can save the association hundreds of dollars. So, we will search both the public trustee and bankruptcy records and then advise the association if different action is necessary.

#### Receiverships (County Court) - \$450 initial, then hourly. Costs are approximately \$250

We will prepare pleadings and appear in court to obtain appointment of a receiver to collect rents where the property is abandoned or being rented by the owner. Once appointed, we supervise disbursement of the monies collected by the receiver at an hourly rate.

#### Lien/Judicial Foreclosures (District Court) - Hourly rates apply

We recommend foreclosure be considered a viable collection remedy in all problem cases. Our fee is based on complexity of circumstances and should reflect value you will receive from monetary results of the foreclosure.

#### Lien Sales - \$500

We list all liens that are potentially available for sale on our website at <https://Altitude.Law/general-topics/liens-for-sale/> at no cost. In the event a lien is sold we collect our fee from the purchaser of the lien. In order to handle quickly, within the legal time limits, we reserve the right to sell liens, without prior approval if the purchase price is equal to or more than the balance due.

#### Status Report - \$75/month (if not accessed electronically)

We provide online access to each association's collection status report. For more information please contact us. If your association chooses to have us prepare your status report, there will be a monthly fee.

#### Asset/Person Locations - \$25 - \$100

From time to time we must locate debtors and/or their assets in order to secure payment for you. We will use various databases for which there is a cost to us, to secure possible leads. This information is then reviewed and analyzed to develop the best strategy for quickly and efficiently securing payments.

November 3, 2022

Prairie Center Metropolitan District No. 7  
c/o CliftonLarsonAllen LP  
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, 2022. This letter, together with the attached Professional Services 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 \$4,900. 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, 2022, 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.

### Workers without Authorization

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 Workers without Authorization.* We certify that Wipfli LLP does not knowingly employ or contract with a worker without authorization 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 a worker without authorization to perform work under this engagement letter.
- B. *Verification Regarding Workers without Authorization.* 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 a worker without authorization, 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 a worker without authorization; 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 a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization.

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 a worker without authorization.

- 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: \_\_\_\_\_

GL/tp

Enc.

Cc: Mike Tamblyn, Board of Directors

**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 and applicable Change Orders, 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 and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. 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), Implementation Plan, Change Orders, 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 among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli’s independence from Client requiring pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as “we” or “us” or in a similar manner, and Client may be referred to as “you” or in a similar manner, and such references shall be read in context.

**2. Commencement and Term**

The 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.

**3. Termination of Agreement**

The 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 the Engagement Letter or Change Order (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 the 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 with immediate effect 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.

**4. Fee Estimates and Change Orders**

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption 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. 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.

Services that fall outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli’s invoice for such services. A “Change Order” means a mutually agreed-upon change in the schedule or the time for Wipfli’s performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service 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; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

**5. Payment of 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, services 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 services 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 services or withdraws from this engagement as a result of Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we 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, including attorney’s fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

**6. Privacy and Engagement Staffing**

Wipfli expressly reserves the right to replace, in its sole discretion, 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. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. 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.

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 to comply with professional standards applicable to Wipfli. 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, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement) for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

**7. Intellectual Property Rights**

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other

than for the stated purposes in the 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.

**8. Mutual Confidentiality**

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

**9. Independent Contractor**

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

**10. 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.

**11. Dispute Resolution**

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client

agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

**12. Governing Law**

Any and all claims relating to 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.

**13. 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.

**14. Notices**

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at [wipfli-legal@wipfli.com](mailto:wipfli-legal@wipfli.com).

**15. Electronic Signature**

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

**16. 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, Client's 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.

**17. 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.

**18. Force Majeure**

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform 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 8/25/2022

New Entity: No

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

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

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$5,580,670
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$7,919,270
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$7,919,270
5. NEW CONSTRUCTION: **	\$1,685,350
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.):	\$634.56

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

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

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

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

## USE FOR 'LABOR' LOCAL GROWTH CALCULATIONS ONLY

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

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$88,378,656
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$24,249,574
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0

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

DELETIONS FROM TAXABLE REAL PROPERTY:

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

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

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

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

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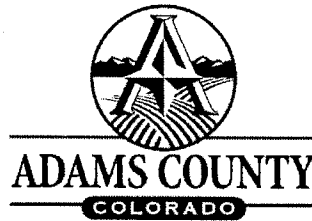
NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2022

IN ACCORDANCE WITH 39-5-128(1.5) C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$9,358
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\*\* The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.

Ken Musso  
ASSESSOR

AUG 28 2022



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, 2022

PRAIRIE CENTER METRO NO 7  
SPECIAL DISTRICT MANAGEMENT SERVICES INC  
Attn: ANN E FINN  
141 UNION BLVD STE 150  
LAKEWOOD CO 80228-1898

To ANN E FINN:

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

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

Sincerely,

A handwritten signature in black ink, appearing to be 'KM', written over a horizontal line.

Ken Musso  
Adams County Assessor  
KM/rmb

**Prairie Center Metropolitan District No. 7**  
**Annual Budget**  
**For Year Ending December 31, 2023**

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7**  
**SUMMARY**  
**2023 BUDGET**  
**WITH 2021 ACTUAL AND 2022 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/4/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 7,694,333	\$ 6,792,311	\$ 6,129,094	\$ 6,129,094	\$ 5,508,530
REVENUES					
Property taxes	224,139	372,766	371,242	373,636	524,152
Specific ownership taxes	16,338	26,094	5,410	26,094	36,691
Interest income	3,348	3,500	15,135	31,050	45,000
Other revenue	6,257	5,000	4,909	9,484	8,028
Working capital fees	16,000	28,800	5,800	10,000	14,400
Operations fees	42,390	90,720	30,420	65,160	148,800
Developer advances	7,280,827	5,694,607	2,918,112	6,929,800	2,895,700
Developer advance - Project Management Fee	-	-	-	735,644	71,650
Bond issuance - Series 2021 Subordinate	3,990,000	-	-	-	-
Facilities fees	210,000	306,000	189,000	240,000	210,000
Drainage impact fees	297,700	467,160	270,220	389,300	320,600
Neighborhood park impact fees	110,500	173,400	111,953	163,199	137,970
Rebated City fees	486,487	689,190	155,405	506,775	439,205
Credit public improvement fees	109,109	161,160	124,824	158,160	138,600
Add-On public improvement fees	109,109	161,160	124,824	158,160	138,600
Credit public improvement fees - PRI	27,277	40,290	31,206	39,540	34,650
Total revenues	<u>12,929,481</u>	<u>8,219,847</u>	<u>4,358,460</u>	<u>9,836,002</u>	<u>5,164,046</u>
Total funds available	<u>20,623,814</u>	<u>15,012,158</u>	<u>10,487,554</u>	<u>15,965,096</u>	<u>10,672,576</u>
EXPENDITURES					
General Fund	301,801	383,000	169,870	387,000	457,000
Debt Service Fund	1,602,981	2,337,000	653,897	1,961,836	1,885,000
Capital Projects Fund	12,589,938	7,638,000	3,530,297	8,107,730	4,749,300
Total expenditures	<u>14,494,720</u>	<u>10,358,000</u>	<u>4,354,064</u>	<u>10,456,566</u>	<u>7,091,300</u>
Total expenditures and transfers out requiring appropriation	<u>14,494,720</u>	<u>10,358,000</u>	<u>4,354,064</u>	<u>10,456,566</u>	<u>7,091,300</u>
ENDING FUND BALANCES	<u>\$ 6,129,094</u>	<u>\$ 4,654,158</u>	<u>\$ 6,133,490</u>	<u>\$ 5,508,530</u>	<u>\$ 3,581,276</u>
EMERGENCY RESERVE	\$ 3,200	\$ 5,800	\$ 3,200	\$ 4,600	\$ 8,000
DEBT SERVICE RESERVE	812,672	812,672	812,672	812,672	812,672
PRI RESERVE	76,661	117,324	107,867	116,201	150,851
TOTAL RESERVE	<u>\$ 892,533</u>	<u>\$ 935,796</u>	<u>\$ 923,739</u>	<u>\$ 933,473</u>	<u>\$ 971,523</u>

No assurance provided. See summary of significant assumptions.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7**  
**PROPERTY TAX SUMMARY INFORMATION**  
**2023 BUDGET**  
**WITH 2021 ACTUAL AND 2022 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/4/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
<b>ASSESSED VALUATION</b>					
Residential	\$ 785,350	\$ 3,504,610	\$ 3,504,610	\$ 3,504,610	\$ -
Residential - Single-Family	-	-	-	-	5,620,200
State assessed	1,200	2,980	2,980	2,980	3,290
Vacant land	2,504,560	1,967,620	1,967,620	1,967,620	2,175,020
Personal property	69,520	105,460	105,460	105,460	120,760
Certified Assessed Value	<u>\$ 3,360,630</u>	<u>\$ 5,580,670</u>	<u>\$ 5,580,670</u>	<u>\$ 5,580,670</u>	<u>\$ 7,919,270</u>
<b>MILL LEVY</b>					
General	11.132	11.132	11.132	11.132	11.031
Debt Service	55.664	55.664	55.664	55.664	55.156
Total mill levy	<u>66.796</u>	<u>66.796</u>	<u>66.796</u>	<u>66.796</u>	<u>66.187</u>
<b>PROPERTY TAXES</b>					
General	\$ 37,411	\$ 62,124	\$ 62,124	\$ 62,124	\$ 87,357
Debt Service	187,066	310,642	310,642	310,642	436,795
Levied property taxes	224,477	372,766	372,766	372,766	524,152
Adjustments to actual/rounding	(338)	-	(1,524)	-	-
Refunds and abatements	-	-	-	870	-
Budgeted property taxes	<u>\$ 224,139</u>	<u>\$ 372,766</u>	<u>\$ 371,242</u>	<u>\$ 373,636</u>	<u>\$ 524,152</u>
<b>BUDGETED PROPERTY TAXES</b>					
General	\$ 37,355	\$ 62,124	\$ 61,870	\$ 62,269	\$ 87,357
Debt Service	186,784	310,642	309,372	311,367	436,795
	<u>\$ 224,139</u>	<u>\$ 372,766</u>	<u>\$ 371,242</u>	<u>\$ 373,636</u>	<u>\$ 524,152</u>

No assurance provided. See summary of significant assumptions.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7**  
**GENERAL FUND**  
**2023 BUDGET**  
**WITH 2021 ACTUAL AND 2022 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/4/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 44,312	\$ 3,200	\$ (34,512)	\$ (34,512)	\$ 4,600
REVENUES					
Property taxes	37,355	62,124	61,870	62,269	87,357
Specific ownership taxes	2,723	4,349	902	4,349	6,115
Interest income	52	-	14	50	-
Developer advances	118,200	194,607	61,344	274,800	195,700
Working capital fees	16,000	28,800	5,800	10,000	14,400
Operations fees	42,390	90,720	30,420	65,160	148,800
Other revenue	6,257	5,000	4,909	9,484	8,028
Total revenues	<u>222,977</u>	<u>385,600</u>	<u>165,259</u>	<u>426,112</u>	<u>460,400</u>
Total funds available	<u>267,289</u>	<u>388,800</u>	<u>130,747</u>	<u>391,600</u>	<u>465,000</u>
EXPENDITURES					
General and administrative					
Accounting	42,170	45,000	22,194	45,000	50,000
Accounting - non recurring	2,002	5,000	-	-	-
Audit	4,000	4,300	-	4,300	5,000
County Treasurer's fees	561	932	927	933	1,310
Dues and membership	478	550	581	581	700
Insurance	15,121	18,000	9,330	9,330	12,000
District management	16,504	20,000	11,543	28,000	30,000
Legal services	13,316	20,000	5,990	24,000	27,000
Election expense	-	10,000	9,646	10,000	12,000
Miscellaneous/Contingency	3,508	10,168	983	1,895	11,090
Operations and maintenance					
Repairs and maintenance - District Tracts	240	2,500	520	650	1,500
Repairs and maintenance - Park	-	-	9,975	9,975	-
Landscape maintenance - District Tracts	37,922	55,000	18,315	38,000	55,000
Landscape maintenance - Park	19,518	20,000	10,489	20,000	10,000
Tree care program	37,500	30,000	-	30,000	30,000
Electric - District Tracts	663	650	535	1,200	2,500
Community management	17,440	25,000	11,563	25,000	35,000
Billing and collection	16,156	18,500	10,766	22,000	24,000
Pet station services	359	5,000	528	1,500	2,500
Underdrain system maintenance	-	15,000	1,636	1,636	15,000
Snow removal	6,590	15,000	17,011	23,000	20,000
Site lighting	-	2,400	-	-	2,400
Irrigation water - District Tracts	67,753	60,000	27,338	90,000	110,000
Total expenditures	<u>301,801</u>	<u>383,000</u>	<u>169,870</u>	<u>387,000</u>	<u>457,000</u>
Total expenditures and transfers out requiring appropriation	<u>301,801</u>	<u>383,000</u>	<u>169,870</u>	<u>387,000</u>	<u>457,000</u>
ENDING FUND BALANCES	<u>\$ (34,512)</u>	<u>\$ 5,800</u>	<u>\$ (39,123)</u>	<u>\$ 4,600</u>	<u>\$ 8,000</u>
EMERGENCY RESERVE	<u>\$ 3,200</u>	<u>\$ 5,800</u>	<u>\$ 3,200</u>	<u>\$ 4,600</u>	<u>\$ 8,000</u>
TOTAL RESERVE	<u>\$ 3,200</u>	<u>\$ 5,800</u>	<u>\$ 3,200</u>	<u>\$ 4,600</u>	<u>\$ 8,000</u>

No assurance provided. See summary of significant assumptions.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7**  
**DEBT SERVICE FUND**  
**2023 BUDGET**  
**WITH 2021 ACTUAL AND 2022 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/4/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 1,230,656	\$ 1,149,141	\$ 1,151,856	\$ 1,151,856	\$ 1,148,726
REVENUES					
Property taxes	186,784	310,642	309,372	311,367	436,795
Specific ownership taxes	13,615	21,745	4,508	21,745	30,576
Credit public improvement fees	109,109	161,160	124,824	158,160	138,600
Interest income	877	1,000	4,147	10,000	15,000
Facilities fees	210,000	306,000	189,000	240,000	210,000
Add-On public improvement fees	109,109	161,160	124,824	158,160	138,600
Rebated City fees	486,487	689,190	155,405	506,775	439,205
Drainage impact fees	297,700	467,160	270,220	389,300	320,600
Neighborhood Park impact fees	110,500	173,400	111,953	163,199	137,970
Total revenues	<u>1,524,181</u>	<u>2,291,457</u>	<u>1,294,253</u>	<u>1,958,706</u>	<u>1,867,346</u>
Total funds available	<u>2,754,837</u>	<u>3,440,598</u>	<u>2,446,109</u>	<u>3,110,562</u>	<u>3,016,072</u>
EXPENDITURES					
General and administrative					
County Treasurer's fees	2,806	4,660	4,634	4,664	6,552
Miscellaneous/Contingency	-	10,893	-	-	13,720
Paying agent fees	-	10,000	4,000	10,000	10,000
Debt Service					
Bond interest	515,175	461,447	240,263	472,172	404,728
Bond principal	1,085,000	1,850,000	405,000	1,475,000	1,450,000
Total expenditures	<u>1,602,981</u>	<u>2,337,000</u>	<u>653,897</u>	<u>1,961,836</u>	<u>1,885,000</u>
Total expenditures and transfers out requiring appropriation	<u>1,602,981</u>	<u>2,337,000</u>	<u>653,897</u>	<u>1,961,836</u>	<u>1,885,000</u>
ENDING FUND BALANCES	<u>\$ 1,151,856</u>	<u>\$ 1,103,598</u>	<u>\$ 1,792,212</u>	<u>\$ 1,148,726</u>	<u>\$ 1,131,072</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**  
**2023 BUDGET**  
**WITH 2021 ACTUAL AND 2022 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/4/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 6,419,365	\$ 5,639,970	\$ 5,011,750	\$ 5,011,750	\$ 4,355,204
REVENUES					
Credit public improvement fees - PRI	27,277	40,290	31,206	39,540	34,650
Interest income	2,419	2,500	10,974	21,000	30,000
Bond issuance - Series 2021 Subordinate	3,990,000	-	-	-	-
Developer advances	7,162,627	5,500,000	2,856,768	6,655,000	2,700,000
Developer advance - Project Management Fee	-	-	-	735,644	71,650
Total revenues	<u>11,182,323</u>	<u>5,542,790</u>	<u>2,898,948</u>	<u>7,451,184</u>	<u>2,836,300</u>
Total funds available	<u>17,601,688</u>	<u>11,182,760</u>	<u>7,910,698</u>	<u>12,462,934</u>	<u>7,191,504</u>
EXPENDITURES					
PPI					
Village 1 - Phase 2	22,083	50,000	-	-	-
Village 1 - Phase 3	1,763,640	100,000	64,601	150,000	-
Village 1 - Phase 4	1,773,711	1,880,000	1,691,577	3,500,000	1,000,000
DPI					
Village 1 - Phase 1	29,069	-	-	-	-
Village 1 - Phase 2	12,658	75,000	18,123	60,000	-
Village 1 - Phase 3	1,747,616	100,000	7,257	20,000	-
Village 1 - Phase 4	1,306,248	2,820,000	651,833	1,400,000	-
General					
Accounting	31,180	30,000	15,091	31,000	34,000
District management	11,002	13,500	7,696	18,700	20,000
Legal	8,878	13,500	4,045	16,000	18,000
Engineering	4,398	20,000	2,300	10,000	5,000
Bond issue costs	342,554	-	-	-	-
Miscellaneous/Contingency	-	103,139	-	-	100,650
Project management fee	284,345	204,000	83,480	208,130	43,000
Project management fee interest	25,170	41,861	14,844	38,900	28,650
Repay Developer advance	5,227,386	2,187,000	969,450	2,655,000	3,500,000
Total expenditures	<u>12,589,938</u>	<u>7,638,000</u>	<u>3,530,297</u>	<u>8,107,730</u>	<u>4,749,300</u>
Total expenditures and transfers out requiring appropriation	<u>12,589,938</u>	<u>7,638,000</u>	<u>3,530,297</u>	<u>8,107,730</u>	<u>4,749,300</u>
ENDING FUND BALANCES	<u>\$ 5,011,750</u>	<u>\$ 3,544,760</u>	<u>\$ 4,380,401</u>	<u>\$ 4,355,204</u>	<u>\$ 2,442,204</u>
PRI RESERVE	\$ 76,661	\$ 117,324	\$ 107,867	\$ 116,201	\$ 150,851
TOTAL RESERVE	<u>\$ 76,661</u>	<u>\$ 117,324</u>	<u>\$ 107,867</u>	<u>\$ 116,201</u>	<u>\$ 150,851</u>

No assurance provided. See summary of significant assumptions.



**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7  
2023 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. Section 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.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7  
2023 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues – (continued)**

**Property Taxes (Continued)**

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

The change in assessment ratio allows the District to adjust its mill levy. Accordingly, the District adjusted its mill levy to 11.031 for operations and 55.156 for debt service.

**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 2023, the District anticipates increasing the operations fees to \$600 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.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7  
2023 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)**

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.
- *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.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7  
2023 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures (Continued)**

**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.

Series 2021 Subordinate Bonds are also structured as cash flow bonds. A debt amortization schedule 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.

**Debt and Leases**

**Limited Tax General Obligation Bonds, Series 2020**

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  
2023 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases – (Continued)**

**Subordinate Limited Tax General Obligation Bonds, Series 2021**

The District issued Subordinate Limited Tax General Obligation Bonds (the Subordinate Bonds) on November 30, 2021, in the par amount of \$3,990,000. Proceeds from the sale of the Subordinate Bonds were used to repay advances made by the Developer to the District to construct such public infrastructure to serve the development and certain other property within Prairie Center, and to pay costs of issuing the Subordinate Bonds.

The Subordinate Bonds bear interest at the rate of 6.375% per annum and are payable annually on December 15, beginning December 15, 2022, but only to the extent of available Subordinate Pledged Revenue. The Subordinate Bonds are structured as “cash flow” bonds meaning that there are no scheduled payments of principal or interest prior to the final maturity date of June 15, 2046. Principal on the Subordinate Bonds is payable on each December 15 from, and to the extent of, Subordinate Pledged Revenue available 45 days prior to such December 15.

Accrued unpaid interest on the Subordinate Bonds compounds annually on each December 15 until sufficient Subordinate Pledged Revenue is available for payment or until discharged. In the event that any amount of principal or interest on the Subordinate Bonds remains unpaid after application of all Subordinate Pledged Revenue available therefor on December 15, 2056, the Subordinate Bonds will be deemed discharged. No payments are permitted to be made on the Subordinate Bonds until the 2020 Senior Bonds and any other Senior Obligations issued by the District have been paid in full or defeased.

The Subordinate Bonds are secured by and payable from moneys derived by the District from the following sources: (a) all Subordinate Property Tax Revenues; (b) all Subordinate Specific Ownership Tax Revenues; and (c) any other legally available moneys which the District determines, in its absolute discretion, to credit to the Subordinate Bond Fund.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7  
2023 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 year ending December 31, 2022 and 2023.

	Balance - December 31, 2021	Additions	Retirements	Anticipated Balance - December 31, 2022
Bonds Payable				
Series 2020 - Senior	\$ 10,740,000	\$ -	\$ 1,475,000	\$ 9,265,000
Series 2021 - Subordinate	3,990,000	-	-	3,990,000
Accrued Interest on Bonds				
Series 2021 - Subordinate	21,197	255,820	-	277,017
Developer Advances:				
Operating	309,799	274,800	-	584,599
Capital	8,411,161	6,655,000	1,905,000	13,161,161
Accrued Interest				
Operating	37,915	35,572	-	73,487
Capital	21,604	780,000	750,000	51,604
Funding Fee Payable	66,557	87,000	-	153,557
Total	<u>\$ 23,598,233</u>	<u>\$ 8,088,192</u>	<u>\$ 4,130,000</u>	<u>\$ 27,556,425</u>
	Anticipated Balance - December 31, 2022	Additions	Retirements	Anticipated Balance - December 31, 2023
Bonds Payable				
Series 2020 - Senior	\$ 9,265,000	\$ -	\$ 1,450,000	\$ 7,815,000
Series 2021 - Subordinate	3,990,000	-	-	3,990,000
Accrued Interest on Bonds				
Series 2021 - Subordinate	277,017	255,820	-	532,837
Developer Advances:				
Operating	584,599	195,700	-	780,299
Capital	13,161,161	2,700,000	2,292,000	13,569,161
Accrued Interest				
Operating	73,487	71,331	-	144,818
Capital	51,604	1,208,000	1,208,000	51,604
Funding Fee Payable	153,557	137,000	-	290,557
Total	<u>\$ 27,556,425</u>	<u>\$ 4,567,851</u>	<u>\$ 4,950,000</u>	<u>\$ 27,174,276</u>

The District has no outstanding operating or capital leases.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7  
2023 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 2023, 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. 2022 - 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 2023 budget to the Board at the proper time; and

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

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 10, 2022, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the 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 2023 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.



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

ADOPTED this 10<sup>th</sup> day of November, 2022.

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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 2023, duly adopted at a meeting of the Board of Directors of the Prairie Center Metropolitan District No. 7 held on November 10, 2022.

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

RESOLUTION NO. 2022 - 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 2023 annual budget in accordance with the Local Government Budget Law on November 10, 2022; and

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

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

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 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

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

3. That 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 10<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
Secretary

(SEAL)

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

**RESOLUTION NO. 2022-11-\_\_\_\_**

**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 (“**Combined 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. Section VI.F of the Service Plan provides that the Combined Mill Levy shall not exceed sixty (60) mills without the prior written consent of the City Council, which consent was granted by Resolution No. 2017-96 as adopted by the City Council on September 5, 2017, and expressly authorizes the adjustment of the Combined Mill Levy pursuant to the same requirements set forth for adjustment of the Maximum Debt Service Mill Levy.

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

H. 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.

I. 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.

J. 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%.

K. In 2021, the General Assembly passed Senate Bill 21-293, further amending Section 39-1-104.2, C.R.S., by setting the ratio of valuation for assessment of all residential real property other than multi-family residential real property at 6.95% (decreased from 7.15%) for property tax years commencing on January 1, 2022, and January 1, 2023.

L. In compliance with the Service Plan and as authorized by City Council Resolution 2018-96, 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 2023, 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 Combined 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 6.95%, 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 55.156 mills for the Maximum Debt Service Mill Levy and the imposition of 66.187 mills for the Combined 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 6.95% for collection year 2023.

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, 2022, for collection in 2023.

**[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 10, 2022.

**PRAIRIE CENTER METROPOLITAN  
DISTRICT NO. 7**

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Michael Tamblyn, President

Attest:

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Secretary



**RESOLUTION NO. 2022-11-\_\_\_\_\_**

**FIRST AMENDED AND RESTATED RESOLUTION OF  
THE BOARD OF DIRECTORS OF  
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7 REGARDING  
THE IMPOSITION OF DISTRICT FEES**

- A. Prairie Center Metropolitan District No. 7 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Brighton, Adams County, Colorado (the “**County**”).
- B. The District’s boundaries are described in the legal description attached hereto as **Exhibit A**, which legal description may be amended from time to time, pursuant to the inclusion and/or exclusion of property into or from the District (the “**Property**”).
- C. The District, pursuant to its Service Plan approved by the City of Brighton, Colorado, is authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance and provide for the operation and maintenance of certain improvements generally described in the Special District Act, including without limitation, street improvements, safety protection improvements, park and recreation improvements and related irrigation systems, television relay and translator facilities, and mosquito and pest control systems (the “**District Improvements**”).
- D. The Property will benefit from the District Improvements and the Districts’ operation and maintenance of the same.
- E. The District is authorized pursuant to Section 32-1-1001(1)(j)(I), C.R.S., and its Service Plan to fix fees and charges for capital costs and operation and maintenance costs.
- F. Pursuant to the determination by the District’s Board of Directors (the “**Board**”) that, to meet the costs associated with the District Improvements and the cost of operating and maintaining the District Improvements, it was necessary to impose an “Operations Fee” and a “Capital Working Fee” (as such terms are defined below) on the Property, the Board adopted that certain Resolution No. 2019-05-02 Regarding the Imposition of District Fees (“**Original Fee Resolution**”), as recorded on July 13, 2019, in the real property records of the County at Reception No. 2019000058369.
- G. The Board has determined that the rate of the Operations Fee as established by the Original Fee Resolution is insufficient to pay the ongoing operation and maintenance costs of the District Improvements and that an increase in the Operations Fee as set forth in this First Amended and Restated Resolution Regarding the Imposition of District Fees (this “**Resolution**”) is necessary and appropriate.
- H. Notwithstanding the date of adoption and recording of this Resolution, the rate of the Operations Fee set forth in the Original Resolution of \$360 per year shall remain in effect through December 31, 2022, and on January 1, 2023, the rate of the Operations Fee as set forth herein shall take effect and this Resolution shall replace and supersede in its entirety the Original Fee Resolution, which thereafter shall be of no further force or effect.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7, CITY OF BRIGHTON, ADAMS COUNTY, COLORADO, AS FOLLOWS:

1. The Board of Directors hereby finds, determines and declares that it is in the best interests of the District, its inhabitants and taxpayers to exercise its power by imposing the following fees:

(a) Operations Fee.

(i) Effective on January 1, 2023, the Board hereby imposes an operations and maintenance fee (the “**Operations Fee**”) in the amount of \$ [REDACTED] per year on each residential lot (each, a “**Lot**” and collectively, “**Lots**”) within the District. The first Operations Fee payment for a Lot shall become due and payable to the District at closing on the initial sale of such Lot with a completed residence thereon by a homebuilder to the initial homeowner (the “**Initial Payment Date**”), such Operations Fee amount pro-rated for the portion of the calendar quarter then remaining. The District reserves the right to amend this resolution in the future to increase or decrease the amount of the Operations Fee.

(ii) Thereafter, following the Initial Payment Date, the Operations Fee shall be payable on a quarterly basis and shall be due by the 23<sup>rd</sup> day of each calendar quarter (meaning, January 23<sup>rd</sup>, April 23<sup>rd</sup>, July 23<sup>rd</sup> and October 23<sup>rd</sup>) (each, a “**Payment Date**”). An invoice will be mailed to each property owner (“**Owner**”) on or before December 31<sup>st</sup>, March 31<sup>st</sup>, June 30<sup>th</sup> and September 30<sup>th</sup> of each year (the “**Bill Date**”). If payment in full is not received by 5:00 p.m. on the Payment Date (the “**Past Due Date**”), the Operations Fee is deemed past due and otherwise outstanding. A “Reminder Notice” may be, but is not required to be, sent at such time.

(iii) 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 \$15.00 shall be added to the amount due and payable (the “**Late Fee**”).

(iv) If the Owner does not make payment of all past due amounts, including the Late Fee (the “**Delinquent Balance**”), within 60 days from the Past Due Date, the District may deliver to the Owner a Notice of Intent to File a Lien Statement (a “**Lien Notice**”). The Lien Notice shall give notice to the Owner that the District intends to perfect its lien against the Property by recording a Lien Statement in the office of the Adams County Clerk and Recorder if the Delinquent Balance is not paid in full within thirty (30) days after said Lien Notice is served upon Owner by certified mail, return receipt requested, pursuant to Section 38-22-109(3), C.R.S.

(b) Working Capital Fee.

(i) The Board hereby imposes a working capital fee (the “**Working Capital Fee**” and, collectively with the Operations Fee, the “**Fees**”) in the amount of \$200.00 per Lot and shall be due and payable at the same time as the Initial Payment Date for the Operations Fee, and thereafter, at the time of any sale, transfer or re-sale of a Lot with a completed residence thereon.

2. The Fees shall not be imposed on real property actually conveyed or dedicated to non-profit owners’ associations, governmental entities or utility providers.

3. The Fees shall constitute a statutory and perpetual charge and lien upon the Property pursuant to Section 32-1-1001(1)(j), C.R.S., from the date the same becomes due and payable until paid. The lien shall be perpetual in nature as defined by the laws of the State of Colorado on the Property and shall run with the land and such lien may be foreclosed by the District in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens. This Resolution shall be recorded in the real property records of the Clerk and Recorder of Adams County, Colorado.

4. The District shall be entitled to institute such remedies and collection proceedings as may be authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting Owner shall pay all costs, including attorney fees, incurred by the District in connection with the foregoing.

5. Judicial invalidation of any of the provisions of the Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances shall not affect the validity of the remainder of the Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

6. Any inquiries pertaining to the Fees may be directed to the Prairie Center Community Manager at: Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, phone number: 303-987-0835.

7. This Resolution shall take effect immediately upon its adoption and approval.

APPROVED AND ADOPTED THIS 10th day of November, 2022.

**PRAIRE CENTER METROPOLITAN  
DISTRICT NO. 7**, a quasi-municipal corporation  
and political subdivision of the State of Colorado

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

Attest:

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

**EXHIBIT A**

**Legal Description of the Property**

Prairie Center Village I Subdivision Filing No. 1, according to the plat thereof recorded in the real property records of Adams County, Colorado, at Reception No. 2017000114002, County of Adams, State of Colorado.



**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 METROPOLITAN DISTRICT# 7 (“you” and “your”). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

### **Scope of professional services**

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

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

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

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

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

### **Compilation services**

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

### **Preparation services – financial statements**

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

### **Preparation services – annual**

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

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

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

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

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

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

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

### **Engagement objectives and our responsibilities**

The objectives of our engagement are to:

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

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (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. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

### **Our report**

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

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

### **No assurance statements**

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

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

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

### **Management responsibilities**

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

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

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

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

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

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

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

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

**Fees, time estimates, and terms**

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

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

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

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

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

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

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

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

**Municipal advisors**

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

**Agreement**

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

Sincerely,

**CliftonLarsonAllen LLP**



Thuy Dam  
Principal  
Thuy.Dam@CLAconnect.com

APPROVED:

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Signature

---

Title

---

Date



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

### **Special Districts Payroll 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 METROPOLITAN DISTRICT# 7 (“you” and “your”). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

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

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

- For each pay period:
  - Perform payroll calculations
  - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
  - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
  - Processing retirement plan contribution payments
  - Preparation of information needed for the retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):
  - All copies of required forms W-2 and W-3
  - Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
  - Form 943 – Employers Annual Tax Return for Agricultural Employees
  - All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
  - Form 941 – Employers Quarterly Tax Return
  - State Employers Quarterly Withholding Return
  - State Employers Quarterly Unemployment Tax Return (SUTA)
  - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability
- Cash access services related to payroll services
  - Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of your officer(s) who are responsible for signing checks and bank drafts on your behalf.

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

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

We will prepare your federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws.

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

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

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

### **Your responsibilities**

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

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

Specifically, your responsibilities include:

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

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

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

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

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

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

### **Fees**

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Other than annual adjustments reflecting inflation, our professional fees will not fluctuate unless there is a significant change in the number of employees, taxing jurisdictions, or in the services you wish for us to provide. If such changes should occur, we will discuss any fee adjustments with you prior to making any changes to your billing. Lastly, any additional forms that you would like us to complete will be charged at an hourly fee.



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

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

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

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

#### **Tax examinations**

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

#### **Record retention**

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

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

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of you.

### **Tax consulting services**

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

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

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

### **Communications and confidentiality**

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

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

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

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

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

**Legal compliance**

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

**Agreement**

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

Sincerely,

**CliftonLarsonAllen LLP**



Thuy Dam  
Principal  
Thuy.Dam@CLAconnect.com

APPROVED:

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Signature

---

Title

---

Date



**CliftonLarsonAllen LLP**  
8390 East Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111  
phone 303-779-5710 fax 303-779-0348  
[CLAconnect.com](http://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 DIST # 7 (“you” and “your”). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

### **Scope of professional services**

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

### ***Billing services:***

- Customer calls or emails;
- Develop payment arrangements for past due customers;
- Late notice inquiries;
- Owner/renter changes;
- Title company inquiries;
- HOA specific inquiries.
- Lockbox processing;
- Manual payments;
- Inventory analyses/processing;
- Late notice processing;
- Account adjustments;
- Customer set-ups;
- Payment processing and online payment processing;
- Monthly accounting/Financial Management interface;
- Prepare accounts receivable report as requested by the Board.

### **Engagement objectives and our responsibilities**

Provide periodic billing and collection services to customers as requested and/or in accordance with the organization’s policies.

### **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.

2022-2023 hourly rates currently in effect for our services are as follows:

Additional Accounting Support	\$90-\$400
Supervisors/Directors	\$200-\$220
Senior Technicians	\$145-\$160
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.

Unless otherwise stated in the organization's fee and collections resolution, CLA Billing Service staff shall be authorized to execute penalty or fee waivers per account, per calendar year, not to exceed \$100 in the aggregate. Any penalty or fee waivers in excess of \$100, per account, or any additional waivers requested by individual account holders must be approved by the Board of Directors.

**Municipal advisors**

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

**Agreement**

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

Sincerely,

**CliftonLarsonAllen LLP**



Thuy Dam  
Principal  
Thuy.Dam@CLAconnect.com

APPROVED:

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Signature

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Title

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Date

# Prairie Center Metropolitan District No. 7 Cost Certification



**Report #3  
August 2022**



1626 Cole Blvd, Suite 125  
Lakewood, CO 80401



# Prairie Center Metropolitan District No. 7 Cost Certification

## *Table of Contents*

### **Cost Certification Report**

Introduction .....	1
Governing Documents.....	1
Activities Conducted.....	1
Assumptions .....	2
Discussion.....	2
Summary Of Expenditures By Category And Service Plan Division.....	3
Field Investigation Results .....	3
Recommendation .....	3

### **Attachments**

Attachment A - Vendor Participation.....	4
Attachment B - Expenditure Data .....	6
Attachment C – Project Photos .....	8

August 1, 2022

Prairie Center Metropolitan District No. 7 Board  
C/o Paula Williams  
McGeady Becher, P.C.  
450 E 17<sup>th</sup> Ave, Suite 400  
Denver, CO 80203

## **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7 COST CERTIFICATION REPORT #3**

### **INTRODUCTION**

Independent District Engineering Services, LLC (Engineer) was hired by the Prairie Center Metropolitan District No. 7 (District) to provide review of expenditures paid by GKT Brighton Residential Development, L.L.C. (Developer). This is to summarize and report the expenditures for the Prairie Center development located in the City of Brighton, Colorado (Project). This Cost Certification report summarizes the Engineer's approach and findings for the Project.

The expenditures for public improvements discussed in this report were paid for by the Developer and are being certified as District eligible in the amount of **\$999,648.76**. From that total, **\$275,314.94** are classified as District Public Improvements (DPI) and **\$724,333.82** are classified as Primary Public Improvements (PPI).

This report generally construction management, erosion control, grading, utilities, and concrete improvements in Filing 1.

### **GOVERNING DOCUMENTS**

The following governing documents were used in determining recommendations for District eligible expenses:

- Funding, Acquisition, and Reimbursement Agreement, by and between Prairie Center Metropolitan District No. 7 and GKT Brighton Residential Development, L.L.C., dated October 1, 2017
- First Amendment to Funding, Acquisition, and Reimbursement Agreement, by and between Prairie Center Metropolitan District No. 7 and GKT Brighton Residential Development, L.L.C., dated July 22, 2020.
- Comprehensive Agreement, by and between the City of Brighton, the City of Brighton Water, Sewer, and Drainage Enterprise, THF Prairie Center Development, L.L.C., THF Prairie Center Retail One L.L.C., Prairie Center Metropolitan District No. 1, and Prairie Center Metropolitan District No. 2, dated December 2005.

The Engineer used the above governing documents only as a general guideline for eligibility in certification of costs.

### **ACTIVITIES CONDUCTED**

For this report, the following activities were performed:

- Governing documents provided by the District and the Developer were reviewed as the basis for recommendation for this report.
- Invoices provided by the Developer were reviewed. A summary was created and is attached as Attachment B.
- A site visit was conducted. Project improvements were photographed.
- Contact was made with Developer to verify knowledge of the work or services performed.
- Some contract unit items were compared to other projects constructed in the Denver Metropolitan Area.

- The plat was reviewed, and it appears improvements included in this report were (not) constructed on public property or easements.

## **ASSUMPTIONS**

Due to the specific scope authorized for this report, the following assumptions were made.

- It is assumed that geotechnical pavement designs have been performed and followed. It is assumed materials testing was performed during construction.
- It is our understanding that the Developer will be responsible for all Storm Water Management Practice (SWMP) activities until the conditions of State and Local permits are met. No SWMP inspections or recommendations were conducted as part of this report.
- It is assumed that the contractors have obtained all SWMP permitting in the name of the Developer.
- It is our understanding that all local jurisdiction acceptances will be completed by the Developer as required by the Funding, Acquisition, and Reimbursement Agreement. The District shall have no obligations for local jurisdiction acceptance of infrastructure acquired by the District.
- It is assumed that the Developer has obtained or will obtain final unconditional lien waivers from all contractors performing work or consultants providing services for the Project. It is our recommendation these lien waivers be provided to the District.
- Nothing in this report shall be construed as acceptance of any public infrastructure by any governmental entity, including but not limited to the District. The Developer remains responsible for completing public improvements according to plan and obtaining the proper acceptance by any applicable governmental entity.
- This report was prepared with a specific scope and an elaborate analysis was not performed, but rather a realistic and reasonable analysis to estimate the public expenditures for the invoices provided. A more detailed analysis or submission of additional expenditures may result in adjustments to our cost certification.

## **DISCUSSION**

This report consists of expenditures provided between October of 2021 and February of 2022. The improvements reviewed are generally represented in Attachment B.

### **Vendor Participation**

All contractors, consultants, and vendors whose invoice information was submitted, were evaluated for their participation on the Project and services performed, materials provided, or work completed. A summary of vendor participation is included as Attachment A.

### **Review of Invoices and Summary of Expenditures**

To provide a cost certification of District improvements, invoices provided by the Developer were reviewed. Invoice costs were allocated as District or Non-District and a summary is included as Attachment B. Invoices provided were reviewed to determine that the work and cost value were appropriated correctly, and that proof of payment was provided.

## SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

The table below provides a summary of expenditures by category and Service Plan division. The major elements of the improvements were allocated across these specific categories.

Cost Certification Expenditures by Bond Category		
Category	Amount	Percent
<i>District Public Improvements</i>		
Water	\$84,885.58	8.49%
Sanitary (inc. Storm)	\$164,694.41	16.48%
Street	\$17,219.50	1.72%
Parks and Rec	\$8,515.45	0.85%
<i>Primary Public Improvements</i>		
Water	\$2,428.99	0.24%
Sanitary (inc. Storm)	\$47,917.91	4.79%
Street	\$166,833.71	16.69%
Parks and Rec	\$507,153.21	50.73%
<b>Total</b>	<b>\$999,648.76</b>	<b>100.00%</b>

## FIELD INVESTIGATION RESULTS

A field investigation was conducted in March. Photos were taken of the Project to memorialize the construction of infrastructure and are included in Attachment C. From our visual inspection, it appears the completed improvements were constructed in a quality manner consistent with other similar projects and meeting generally accepted construction requirements.

## RECOMMENDATION

In our professional opinion the expenditures for the improvements were reviewed and found to be reasonable. The costs of improvements are comparable to other similar projects in Colorado. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as District eligible expenditures as shown in Attachment B and subject to the level of review presented in this report. These expenditures are certified in the amount of **\$999,648.76**.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,  
Independent District Engineering Services, LLC



Stan Fowler, P.E.

Attachment

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# Attachment A

## Vendor Participation

# Attachment A

## Vendor Participation

Following is a summary of the contractors, consultants and vendor participation in work and services for the report.

**RCD Construction** General Contractor responsible for all phases of construction on site. Expenditures for improvements consisting of earthwork, site utilities, and concrete were reviewed in this report. Since RCD has a contract directly with the Developer for all private improvements, the entire scope reviewed in this report was eligible for public financing besides taxes.

**Colorado Designscapes, Inc** Landscape and Irrigation Contractor responsible for installing Irrigation systems and stone retaining walls. This work is associated with local streets and district tracts, therefore, classified as Public Improvements. The entire scope reviewed in this report was eligible for public financing excluding taxes.

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# Attachment B

## Expenditure Data

**Attachment B**  
**Prairie Center Metropolitan District No. 7**

**Engineer's Summary for Cost Certification 3**

Invoice #	Invoice Date	Invoice Provided	Check #	Check Date	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
<b>RCD Construction - Schedule A - Earthwork and Erosion Control</b>									
Pay App #9	3/25/22	Yes	16129	4/10/22	Earthwork & Erosion Control Contractor	\$11,471.25	\$11,471.25	\$0.00	
Pay App #10	4/25/22	Yes	16145	5/10/22	Earthwork & Erosion Control Contractor	\$4,396.84	\$4,396.84	\$0.00	
Pay App #11	5/25/22	Yes	16163	6/10/22	Earthwork & Erosion Control Contractor	\$41,567.20	\$41,567.20	\$0.00	
<b>Subtotal RCD Construction - Schedule A - Earthwork &amp; Erosion Control</b>						<b>\$57,435.29</b>	<b>\$57,435.29</b>	<b>\$0.00</b>	
<b>RCD Construction - Schedule B - Utilities</b>									
Pay App #9	3/25/22	Yes	16128	4/10/22	Utility Contractor	\$140,180.43	\$132,388.49	\$7,791.95	
Pay App #10	4/25/22	Yes	16146	5/10/22	Utility Contractor	\$73,031.70	\$73,031.70	\$0.00	
Pay App #11	5/25/22	Yes	16164	6/10/22	Utility Contractor	\$87,254.59	\$87,254.59	\$0.00	
<b>Subtotal RCD Construction - Schedule B - Utilities</b>						<b>\$300,466.72</b>	<b>\$292,674.78</b>	<b>\$7,791.95</b>	
<b>RCD Construction - Schedule D - Concrete</b>									
Pay App #3	3/25/22	Yes	16127	4/10/22	Concrete Contractor	\$145,085.62	\$142,550.08	\$2,535.54	
Pay App #4	4/25/22	Yes	16147	5/10/22	Concrete Contractor	\$153,756.59	\$152,488.81	\$1,267.78	
Pay App #5	5/25/22	Yes	16165	6/10/22	Concrete Contractor	\$92,955.36	\$92,067.92	\$887.44	
<b>Subtotal RCD Construction - Schedule D - Concrete</b>						<b>\$391,797.57</b>	<b>\$387,106.81</b>	<b>\$4,690.76</b>	
<b>Colorado Designscapes, Inc - Schedule E - Landscape and Irrigation</b>									
Pay App #1	4/20/22	Yes	16158	6/10/22	Landscape and Irrigation Contractor	\$185,250.00	\$185,250.00	\$0.00	
Pay App #2	5/20/22	Yes	16158	6/10/22	Landscape and Irrigation Contractor	\$77,181.89	\$77,181.89	\$0.00	
<b>Subtotal Colorado Designscapes, Inc - Schedule E - Landscape and Irrigation</b>						<b>\$262,431.89</b>	<b>\$262,431.89</b>	<b>\$0.00</b>	
<b>Total</b>						<b>\$1,012,131.47</b>	<b>\$999,648.76</b>	<b>\$12,482.71</b>	

"District Eligible Expenses" is the amount being recommended for reimbursement from the District  
"Non Eligible Expenses" is the difference between the Invoiced Amount and the District Portion  
These amounts do not include interest



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# Attachment C

## Project Photos

# Prairie Center Metropolitan District Site Photos



Snowy Owl Place Improvements East



Snowy Owl Place Improvements West



Future School Location



Spotted Owl Place Improvements



Monument Improvements



Utility Fill



S. 35<sup>th</sup> Ave West



S. 35<sup>th</sup> Ave East

# Prairie Center Metropolitan District No. 7 Cost Certification



**Report #4**  
**October 2022**



1626 Cole Blvd, Suite 125  
Lakewood, CO 80401

# Prairie Center Metropolitan District No. 7 Cost Certification

## *Table of Contents*

### **Cost Certification Report**

Introduction .....	1
Governing Documents.....	1
Activities Conducted.....	1
Assumptions .....	2
Discussion.....	2
Summary Of Expenditures By Category And Service Plan Division.....	3
Field Investigation Results .....	3
Recommendation .....	3

### **Attachments**

Attachment A - Vendor Participation.....	4
Attachment B - Expenditure Data .....	6
Attachment C – Project Photos .....	8

October 31, 2022

Prairie Center Metropolitan District No. 7 Board  
C/o Paula Williams  
McGeady Becher, P.C.  
450 E 17<sup>th</sup> Ave, Suite 400  
Denver, CO 80203

## **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7 COST CERTIFICATION REPORT #4**

### **INTRODUCTION**

Independent District Engineering Services, LLC (Engineer) was hired by the Prairie Center Metropolitan District No. 7 (District) to provide review of expenditures paid by GKT Brighton Residential Development, L.L.C. (Developer). This is to summarize and report the expenditures for the Prairie Center development located in the City of Brighton, Colorado (Project). This Cost Certification report summarizes the Engineer's approach and findings for the Project.

The expenditures for public improvements discussed in this report were paid for by the Developer and are being certified as District eligible in the amount of **\$784,577.60**. From that total, **\$179,751.60** are classified as District Public Improvements (DPI) and **\$604,826.00** are classified as Primary Public Improvements (PPI).

This report generally construction management, erosion control, grading, utilities, and roadway improvements in Filing 1.

### **GOVERNING DOCUMENTS**

The following governing documents were used in determining recommendations for District eligible expenses:

- Funding, Acquisition, and Reimbursement Agreement, by and between Prairie Center Metropolitan District No. 7 and GKT Brighton Residential Development, L.L.C., dated October 1, 2017
- First Amendment to Funding, Acquisition, and Reimbursement Agreement, by and between Prairie Center Metropolitan District No. 7 and GKT Brighton Residential Development, L.L.C., dated July 22, 2020.
- Comprehensive Agreement, by and between the City of Brighton, the City of Brighton Water, Sewer, and Drainage Enterprise, THF Prairie Center Development, L.L.C., THF Prairie Center Retail One L.L.C., Prairie Center Metropolitan District No. 1, and Prairie Center Metropolitan District No. 2, dated December 2005.

The Engineer used the above governing documents only as a general guideline for eligibility in certification of costs.

### **ACTIVITIES CONDUCTED**

For this report, the following activities were performed:

- Governing documents provided by the District and the Developer were reviewed as the basis for recommendation for this report.
- Invoices provided by the Developer were reviewed. A summary was created and is attached as Attachment B.
- A site visit was conducted. Project improvements were photographed.
- Contact was made with Developer to verify knowledge of the work or services performed.
- Some contract unit items were compared to other projects constructed in the Denver Metropolitan Area.

- The plat was reviewed, and it appears improvements included in this report were (not) constructed on public property or easements.

## **ASSUMPTIONS**

Due to the specific scope authorized for this report, the following assumptions were made.

- It is assumed that geotechnical pavement designs have been performed and followed. It is assumed materials testing was performed during construction.
- It is our understanding that the Developer will be responsible for all Storm Water Management Practice (SWMP) activities until the conditions of State and Local permits are met. No SWMP inspections or recommendations were conducted as part of this report.
- It is assumed that the contractors have obtained all SWMP permitting in the name of the Developer.
- It is our understanding that all local jurisdiction acceptances will be completed by the Developer as required by the Funding, Acquisition, and Reimbursement Agreement. The District shall have no obligations for local jurisdiction acceptance of infrastructure acquired by the District.
- It is assumed that the Developer has obtained or will obtain final unconditional lien waivers from all contractors performing work or consultants providing services for the Project. It is our recommendation these lien waivers be provided to the District.
- Nothing in this report shall be construed as acceptance of any public infrastructure by any governmental entity, including but not limited to the District. The Developer remains responsible for completing public improvements according to plan and obtaining the proper acceptance by any applicable governmental entity.
- This report was prepared with a specific scope and an elaborate analysis was not performed, but rather a realistic and reasonable analysis to estimate the public expenditures for the invoices provided. A more detailed analysis or submission of additional expenditures may result in adjustments to our cost certification.

## **DISCUSSION**

This report consists of expenditures provided between August of 2022 and September of 2022. The improvements reviewed are generally represented in Attachment B.

### **Vendor Participation**

All contractors, consultants, and vendors whose invoice information was submitted, were evaluated for their participation on the Project and services performed, materials provided, or work completed. A summary of vendor participation is included as Attachment A.

### **Review of Invoices and Summary of Expenditures**

To provide a cost certification of District improvements, invoices provided by the Developer were reviewed. Invoice costs were allocated as District or Non-District and a summary is included as Attachment B. Invoices provided were reviewed to determine that the work and cost value were appropriated correctly, and that proof of payment was provided.

## SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

The table below provides a summary of expenditures by category and Service Plan division. The major elements of the improvements were allocated across these specific categories.

Cost Certification Expenditures by Bond Category		
Category	Amount	Percent
<i>District Public Improvements</i>		
Water	\$3,604.30	0.46%
Sanitary (inc. Storm)	\$237.82	0.03%
Street	\$175,909.48	22.42%
Parks and Rec	\$0.00	0.00%
<i>Primary Public Improvements</i>		
Water	\$28,982.29	3.69%
Sanitary (inc. Storm)	\$0.00	0.00%
Street	\$336,687.88	42.91%
Parks and Rec	\$239,155.83	30.48%
<b>Total</b>	<b>\$784,577.60</b>	<b>100.00%</b>

## FIELD INVESTIGATION RESULTS


A field investigation was conducted in October 2022. Photos were taken of the Project to memorialize the construction of infrastructure and are included in Attachment C. From our visual inspection, it appears the completed improvements were constructed in a quality manner consistent with other similar projects and meeting generally accepted construction requirements.

## RECOMMENDATION

In our professional opinion the expenditures for the improvements were reviewed and found to be reasonable. The costs of improvements are comparable to other similar projects in Colorado. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as District eligible expenditures as shown in Attachment B and subject to the level of review presented in this report. These expenditures are certified in the amount of **\$768,281.42**.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,  
Independent District Engineering Services, LLC



Stan Fowler, P.E.

Attachment

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# Attachment A

## Vendor Participation



# Attachment A

## Vendor Participation

Following is a summary of the contractors, consultants and vendor participation in work and services for the report.

**Asphalt Specialties, CO. Inc** Paving Contractor responsible for Street Improvements on site. Expenditures for improvements consisting of subgrade preparation, subgrade placement, and asphalt paving were reviewed in this report. This work was associated with local streets and is classified as Public Improvements.

**Colorado DesignScapes, Inc** Landscape and Irrigation Contractor responsible for installing Irrigation systems and stone retaining walls. This work is associated with local streets and district tracts, therefore, classified as Public Improvements. The entire scope reviewed in this report was eligible for public financing.

**RCD Construction** General Contractor responsible for all phases of construction on site. Expenditures for improvements consisting of earthwork, site utilities, and concrete were reviewed in this report. Since RCD has a contract directly with the Developer for all private improvements, the entire scope reviewed in this report was eligible for public financing.

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# Attachment B

## Expenditure Data

**Attachment B**  
**Prairie Center Metropolitan District No. 7**

**Engineer's Summary for Cost Certification 4**

Invoice #	Invoice Date	Invoice Provided	Check #	Check Date	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
<b>RCD Construction - Schedule A - Erosion Control and Grading</b>									
Pay App #13	8/10/22	Yes	16199	8/10/22	Erosion Control and Grading	\$17,769.69	\$17,769.69	\$0.00	
<b>Subtotal RCD Construction - Schedule A - Erosion Control and Grading</b>						<b>\$17,769.69</b>	<b>\$17,769.69</b>	<b>\$0.00</b>	
<b>RCD Construction - Schedule B - Utilities</b>									
Pay App #13	9/14/22	Yes	16225	9/10/22	Utility Contractor	\$41,206.15	\$41,206.15	\$0.00	
<b>Subtotal RCD Construction - Schedule B - Utilities</b>						<b>\$41,206.15</b>	<b>\$41,206.15</b>	<b>\$0.00</b>	
<b>Asphalt Specialties, CO. Inc - Schedule C - Asphalt</b>									
Pay App #1	9/6/22	Yes	16222	9/10/22	Asphalt Contractor	\$268,247.80	\$268,247.80	\$0.00	
<b>Subtotal Asphalt Specialties, CO Inc. - Schedule D - Asphalt</b>						<b>\$268,247.80</b>	<b>\$268,247.80</b>	<b>\$0.00</b>	
<b>RCD Construction - Schedule D - Concrete</b>									
Pay App #7	7/25/22	Yes	16200	8/10/22	Concrete Contractor	\$188,268.36	\$188,268.36	\$0.00	
Pay App #8	9/12/22	Yes	16226	9/10/22	Concrete Contractor	\$44,022.38	\$44,022.38	\$0.00	
<b>Subtotal RCD Construction. - Schedule D - Asphalt</b>						<b>\$232,290.74</b>	<b>\$232,290.74</b>	<b>\$0.00</b>	
<b>Colorado Designsapces, Inc - Schedule E - Landscape and Irrigation</b>									
Pay App #4	7/20/22	Yes	16194	8/10/22	Landscape and Irrigation Contractor	\$160,113.39	\$160,113.39	\$0.00	
Pay App #5	8/20/22	Yes	16223	9/10/22	Landscape and Irrigation Contractor	\$64,949.83	\$64,949.83	\$0.00	
<b>Subtotal Colorado Designsapces, Inc - Schedule E - Landscape and Irrigation</b>						<b>\$225,063.22</b>	<b>\$225,063.22</b>	<b>\$0.00</b>	
<b>Total</b>						<b>\$784,577.60</b>	<b>\$784,577.60</b>	<b>\$0.00</b>	

"District Eligible Expenses" is the amount being recommended for reimbursement from the District  
"Non Eligible Expenses" is the difference between the Invoiced Amount and the District Portion  
These amounts do not include interest

---

# Attachment C

## Project Photos

# Prairie Center Metropolitan District Site Photos



Spotted Owl Court Southwest



Grey Owl Place Southwest



Snowy Owl Place East



S. 35<sup>th</sup> Avenue East



Boral Owl Drive North



Snowy Owl Place & Future School Location



S. 35<sup>th</sup> Ave Utility Installation



S. 35<sup>th</sup> Ave Entrance and Monuments

## **GRANT OF NON-EXCLUSIVE DRY UTILITY EASEMENT**

THIS GRANT OF NON-EXCLUSIVE DRY UTILITY EASEMENT (this “**Grant of Easement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by Prairie Center Metropolitan District No. 7, a quasi-municipal corporation and political subdivision of the state of Colorado (“**PCMD**”), and the CITY OF BRIGHTON, a Colorado home rule municipality of the County of Adams, State of Colorado (“**City**”).

### **RECITALS**

This Grant of Easement is made with respect to the following facts:

A. PCMD is the fee owner of those certain parcels of real property located in the City, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (collectively, the “**Easement Areas**”).

B. The Easement Areas are within a residential project known as Village I of Prairie Center (the “**Project**”).

C. In connection with development of the Project, the City requires certain dry utility easements be granted for the benefit of the City and the applicable dry utility providers.

D. PCMD desires to grant and convey the Easement (defined in Section 1) on, over, through, and across the Easement Areas for the use and benefit of the City and the applicable dry utility providers and the City desires to accept such grant in accordance with the terms and conditions set forth herein.

### **GRANT OF EASEMENT**

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, PCMD and the City (each a “party” and collectively, the “parties”) agree as follows:

1. Grant of Easement. PCMD hereby grants and conveys to the City, for the use and benefit of the City and the applicable utility providers, a perpetual, non-exclusive dry utility easement (“**Easement**”) on, over, through, under, and across the Easement Areas for the purposes of constructing, operating, maintaining, repairing, replacing, removing, replacing and re-constructing underground dry utility improvements (collectively, the “**Improvements**”).

2. Reservation by PCMD. PCMD hereby reserves for itself and its successors and assigns the right to use the Easement Areas for any and all purposes that are not inconsistent with and do not unreasonably interfere with the Easement hereby granted. PCMD reserves the right to grant such additional non-exclusive easements or other interests in the Easement Areas on, over, under, through, and across the Easement Areas as may be determined necessary or desirable by PCMD, including, without limitation, utility and access easements; provided,

however, such grants shall not unreasonably interfere with the Improvements or the Easement hereby granted to the City.

3. Binding Effect. This Grant of Easement shall inure to the benefit of and be binding on PCMD, the City, and their respective successors and assigns.

4. No Third-Party Rights. This Grant of Easement shall not be interpreted or construed to create any third-party beneficiary rights in any person not a party hereto, including, but not limited to, the public.

5. Attorneys' Fees. In the event of any litigation between the Parties concerning this Grant of Easement, the prevailing Party shall be entitled to court costs and reasonable attorneys' fees.

6. Recording. This Grant of Easement shall be recorded by the City at its expense in the real property records of Adams County, Colorado.

7. Headings. The captions and headings of any sections herein are not part of and in no manner or way define, limit, amplify, change or alter any term, covenant, or condition of this Grant of Easement.

8. Governing Law. This Grant of Easement is governed by and shall be constructed in accordance with the laws of the State of Colorado.

**[Signature Pages Follow This Page]**

IN WITNESS WHEREOF, this Grant of Easement is executed as of the date first set forth above.

**PCMD:**

Prairie Center Metropolitan District No. 7, a quasi-municipal corporation and political subdivision of the state of Colorado

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as President of Prairie Center Metropolitan District No. 7, a quasi-municipal corporation and political subdivision of the state of Colorado.

Witness my hand and official seal.

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

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



**CITY:**

CITY OF BRIGHTON, COLORADO, a home rule municipal corporation

By: \_\_\_\_\_  
Gregory Mills, Mayor

ATTEST:

APPROVED as to legal form by:

\_\_\_\_\_  
Natalie Hoel, City Clerk

\_\_\_\_\_  
Alicia Calderon, City Attorney

**EXHIBIT A  
EASEMENT AREAS**

**Dry Utility Easement No. 1 Legal Description**

A PARCEL OF LAND BEING A PORTION OF TRACT F, PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1 RECORDED AT REC. NO. 2017000114002 IN THE OFFICIAL RECORDS OF THE ADAMS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE; SITUATED IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, SAID COUNTY AND STATE; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT F, BEING THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING OF SOUTH 17°39'03" WEST AND A DISTANCE OF 333.42 FEET, AS SHOWN ON SAID PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1, WITH ALL BEARINGS HEREON REFERENCED TO SAID LINE;

THENCE SOUTH 15°21'49" EAST, A DISTANCE OF 18.35 FEET TO THE EASTERLY BOUNDARY OF A 10' UTILITY EASEMENT AND THE SOUTHERLY BOUNDARY OF A 20' UTILITY EASEMENT AS SHOWN ON SAID PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID SOUTHERLY BOUNDARY, SOUTH 84°58'13" EAST, A DISTANCE OF 210.07 FEET TO THE SOUTHERLY BOUNDARY OF A 15.5' PEDESTRIAN EASEMENT AS SHOWN ON SAID PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1;

THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 79°30'23" EAST, A DISTANCE OF 151.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 312.50 FEET;
- 2) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°04'37", AN ARC LENGTH OF 60.41 FEET;
- 3) SOUTH 68°25'46" EAST, A DISTANCE OF 52.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 16.50 FEET;
- 4) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°48'01", AN ARC LENGTH OF 19.24 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NON-TANGENT TO SAID CURVE, NORTH 68°25'46" WEST, A DISTANCE OF 67.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 302.50 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°04'37", AN ARC LENGTH OF 58.48 FEET;

THENCE NORTH 79°30'23" WEST, A DISTANCE OF 151.14 FEET;

THENCE NORTH 84°58'13" WEST, A DISTANCE OF 211.83 FEET TO THE EASTERLY BOUNDARY OF SAID 10' UTILITY EASEMENT;

THENCE ALONG SAID EASTERLY BOUNDARY, NORTH 17°39'03" EAST, A DISTANCE OF 10.25 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.111 ACRES, (4,853 SQUARE FEET), MORE OR LESS.

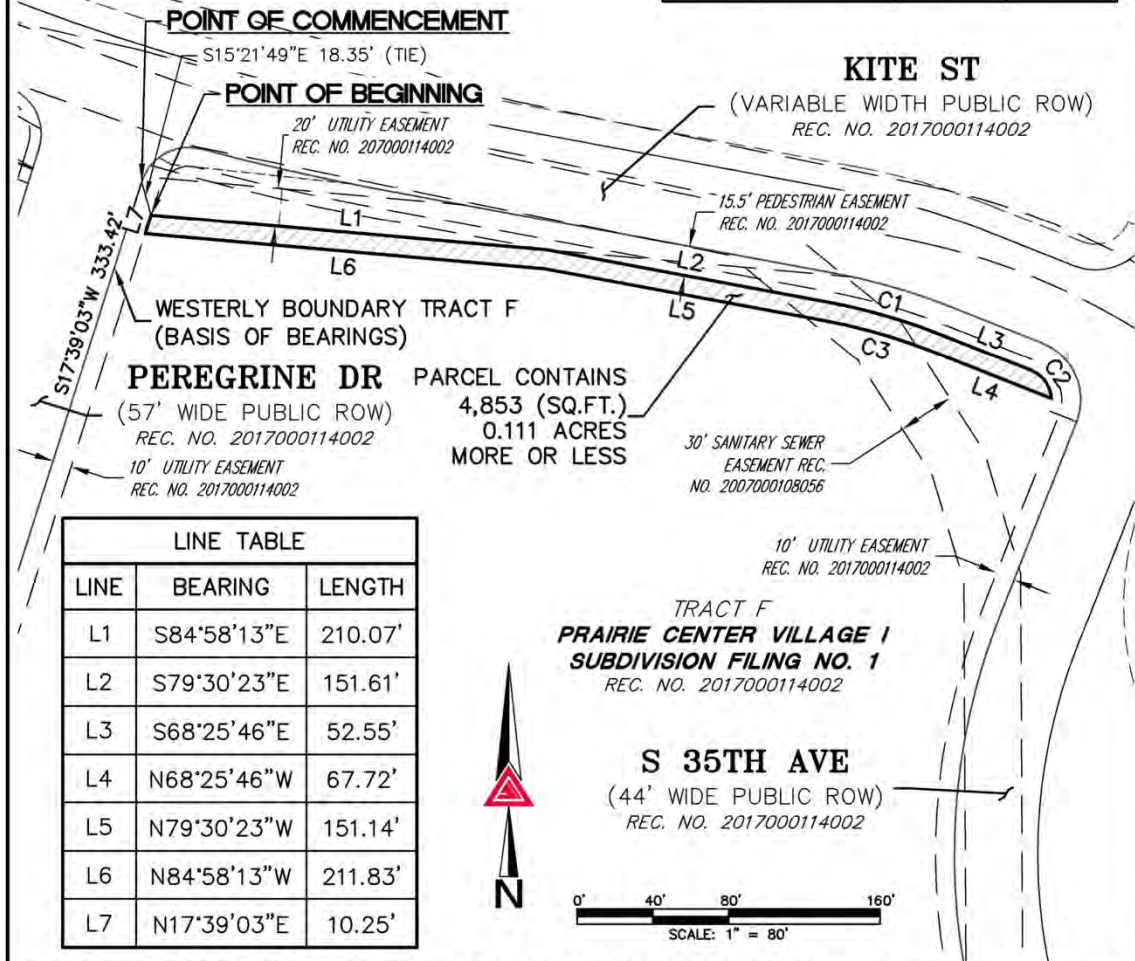
THE ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

ILLUSTRATION TO EXHIBIT A

SW 1/4 SEC. 16,  
T.1S., R.66W., SIXTH P.M.

UNPLATTED

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	11°04'37"	312.50'	60.41'
C2	66°48'01"	16.50'	19.24'
C3	11°04'37"	302.50'	58.48'



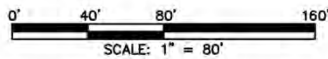
**PEREGRINE DR** (57' WIDE PUBLIC ROW)  
REC. NO. 2017000114002  
10' UTILITY EASEMENT  
REC. NO. 2017000114002

PARCEL CONTAINS  
4,853 (SQ.FT.)  
0.111 ACRES  
MORE OR LESS

LINE TABLE		
LINE	BEARING	LENGTH
L1	S84°58'13"E	210.07'
L2	S79°30'23"E	151.61'
L3	S68°25'46"E	52.55'
L4	N68°25'46"W	67.72'
L5	N79°30'23"W	151.14'
L6	N84°58'13"W	211.83'
L7	N17°39'03"E	10.25'

TRACT F  
**PRAIRIE CENTER VILLAGE I**  
**SUBDIVISION FILING NO. 1**  
REC. NO. 2017000114002

**S 35TH AVE**  
(44' WIDE PUBLIC ROW)  
REC. NO. 2017000114002



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:  
DWG NAME: DRY UTILITY 1.dwg  
DWG: JFT CHK: JRW  
DATE: 6/24/22  
SCALE: 1" = 80'

Q:\54822-14 - Prairie Center Village I Legals\Dwg\EXHIBITS  
300 East Mineral Ave,  
Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898  
Fax: (303)713-1897  
www.aztecconsultants.com



**DRY UTILITY EASEMENT**  
SW 1/4, SEC. 16, T1S., R66W., 6TH P.M.  
CITY OF BRIGHTON, STATE OF COLORADO  
JOB NUMBER 54822-14

2 OF 2 SHEETS

## **Dry Utility Easement No. 2 Legal Description**

A PARCEL OF LAND BEING A PORTION OF TRACT I, PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1 RECORDED AT REC. NO. 2017000114002 IN THE OFFICIAL RECORDS OF THE ADAMS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE; SITUATED IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, SAID COUNTY AND STATE; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID TRACT I, BEING THE WESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING OF SOUTH 82°29'09" WEST AND A DISTANCE OF 325.56 FEET, AS SHOWN ON SAID PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1, WITH ALL BEARINGS HEREON REFERENCED TO SAID LINE;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY, SOUTH 61°10'07" WEST, A DISTANCE OF

52.30 FEET TO THE EASTERLY BOUNDARY OF A 30' UTILITY EASEMENT AS SHOWN ON SAID PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1;

THENCE ALONG SAID EASTERLY BOUNDARY, NORTH 22°57'38" WEST, A DISTANCE OF 45.67 FEET TO THE SOUTHERLY BOUNDARY OF A 10' UTILITY EASEMENT AS SHOWN ON SAID PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 82°30'12" EAST, A DISTANCE OF 10.38 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, SOUTH 22°57'38" EAST, A DISTANCE OF 31.82 FEET; THENCE NORTH 61°10'07" EAST, A DISTANCE OF 74.74 FEET;

THENCE NORTH 82°29'09" EAST, A DISTANCE OF 227.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,164.50 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°43'53", AN ARC LENGTH OF 55.51 FEET TO THE WESTERLY BOUNDARY OF SAID 10' UTILITY EASEMENT AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 16.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 33°35'45" WEST;

THENCE ALONG SAID WESTERLY BOUNDARY, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°31'51", AN ARC LENGTH OF 11.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,154.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 04°29'30" EAST;

THENCE DEPARTING SAID WESTERLY BOUNDARY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°01'21", AN ARC LENGTH OF 60.90 FEET;

THENCE SOUTH 82°29'09" WEST, A DISTANCE OF 225.71 FEET;

THENCE SOUTH 61°10'07" WEST, A DISTANCE OF 31.63 FEET TO THE **POINT OF BEGINNING**.

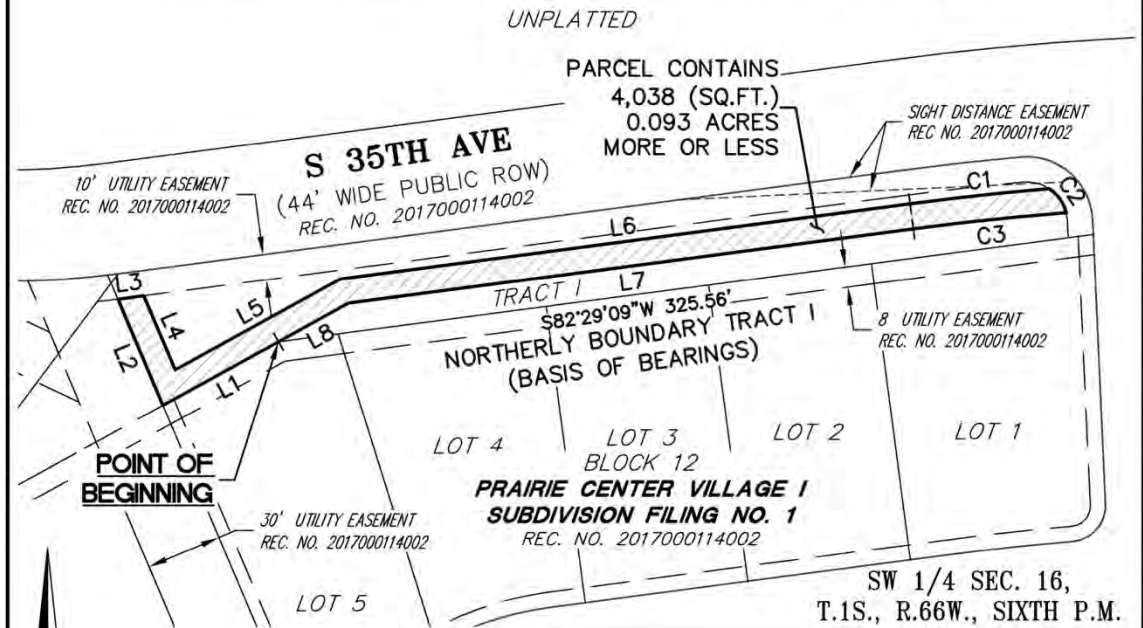
CONTAINING AN AREA OF 0.093 ACRES, (4,038 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	S61°10'07"W	52.30'
L2	N22°57'38"W	45.67'
L3	N82°30'12"E	10.38'
L4	S22°57'38"E	31.82'

LINE TABLE		
LINE	BEARING	LENGTH
L5	N61°10'07"E	74.74'
L6	N82°29'09"E	227.60'
L7	S82°29'09"W	225.71'
L8	S61°10'07"W	31.63'



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	2°43'53"	1164.50'	55.51'
C2	42°31'51"	16.00'	11.88'
C3	3°01'21"	1154.50'	60.90'

NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:  
DWG NAME: DRY UTILITY 2.dwg  
DWG: JFT CHK: JRW  
DATE: 6/24/22  
SCALE: 1" = 60'

Q:\54822-14 - Prairie Center Village I Legals\Draw\EXHIBITS  
300 East Mineral Ave,  
Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898  
Fax: (303)713-1897  
www.aztecconsultants.com

**AZTEC**  
CONSULTANTS, INC.

**DRY UTILITY EASEMENT**  
SW 1/4, SEC. 16, T1S., R66W., 6TH P.M.  
CITY OF BRIGHTON, STATE OF COLORADO  
JOB NUMBER 54822-14 2 OF 2 SHEETS

### **Dry Utility Easement No. 3 Legal Description**

A PARCEL OF LAND BEING A PORTION OF TRACT J, PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1 RECORDED AT REC. NO. 2017000114002 IN THE OFFICIAL RECORDS OF THE ADAMS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE; SITUATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, SAID COUNTY AND STATE; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID TRACK J, BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING OF SOUTH 32°03'32" WEST, AND A DISTANCE OF 79.80 FEET, AS SHOWN ON SAID PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1, WITH ALL BEARINGS HEREON REFERENCED TO SAID LINE;

THENCE NORTH 80°48'03" EAST, A DISTANCE OF 26.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 104.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 69°30'09" WEST, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°18'22", AN ARC LENGTH OF 38.67 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 378.50 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°30'23", AN ARC LENGTH OF 181.71 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 65°21'43" WEST, A DISTANCE OF 79.21 FEET TO THE SOUTHERLY BOUNDARY OF A 10' UTILITY EASEMENT AS SHOWN ON SAID PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 392.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 09°03'39" WEST;

THENCE ALONG SAID SOUTHERLY BOUNDARY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°59'10", AN ARC LENGTH OF 47.80 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 65°21'43" EAST, A DISTANCE OF 32.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 388.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 20°44'28" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°27'19", AN ARC LENGTH OF 186.16 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 114.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°20'53", AN ARC LENGTH OF 38.50 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 62°19'07" EAST, A DISTANCE OF 17.60 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID 10' UTILITY EASEMENT AS SHOWN ON SAID PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 392.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 56°09'04" WEST;

THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°55'46", AN ARC LENGTH OF 20.04 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 62°19'07" WEST, A DISTANCE OF 38.68 FEET TO THE **POINT OF BEGINNING**.

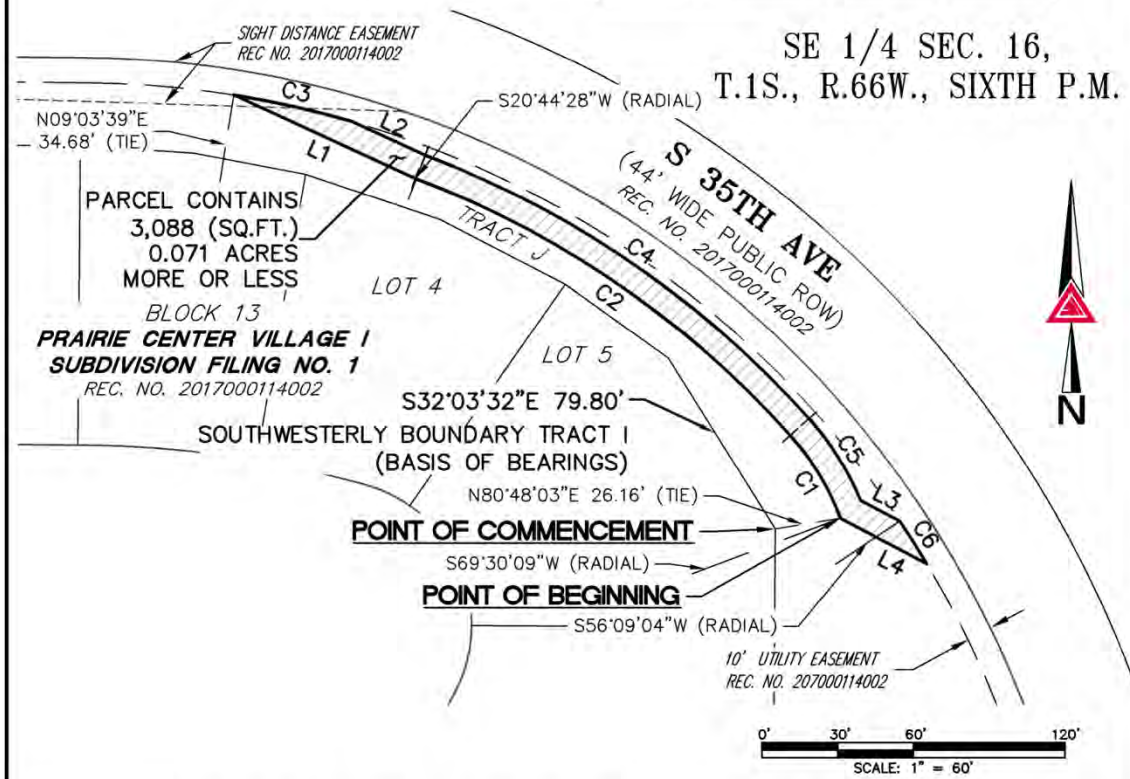
CONTAINING AN AREA OF 0.071 ACRES, (3,088 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

## ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	N65°21'43"W	79.21'
L2	S65°21'43"E	32.15'
L3	S62°19'07"E	17.60'
L4	N62°19'07"W	38.68'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	21°18'22"	104.00'	38.67'
C2	27°30'23"	378.50'	181.71'
C3	6°59'10"	392.00'	47.80'
C4	27°27'19"	388.50'	186.16'
C5	19°20'53"	114.00'	38.50'
C6	2°55'46"	392.00'	20.04'



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:  
DWG NAME: DRY UTILITY 2.dwg  
DWG: JFT    CHK: JRW  
DATE: 6/24/22  
SCALE: 1" = 60'

Q:\54822-14 - Prairie Center Village I\Legals\Dwg\EXHIBITS  
300 East Mineral Ave.,  
Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898  
Fax: (303)713-1897  
www.aztecconsultants.com

**AZTEC**  
CONSULTANTS, INC.

**DRY UTILITY EASEMENT**  
SE 1/4, SEC. 16, T1S., R66W., 6TH P.M.  
CITY OF BRIGHTON, STATE OF COLORADO  
JOB NUMBER 54822-14      2 OF 2 SHEETS

## **Dry Utility Easement No. 4 Legal Description**

A PARCEL OF LAND BEING A PORTION OF TRACT J, PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1 RECORDED AT REC. NO. 2017000114002 IN THE OFFICIAL RECORDS OF THE ADAMS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE; SITUATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BRIGHTON, SAID COUNTY AND STATE; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID TRACK J, BEING THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING OF NORTH 81°17'49" WEST, AND A DISTANCE OF 23.47 FEET, AS SHOWN ON SAID PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1, AS SHOWN ON SAID PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1, WITH ALL BEARINGS HEREON REFERENCED TO SAID LINE;

THENCE NORTH 18°05'40" EAST, A DISTANCE OF 10.23 FEET TO THE NORTHERLY BOUNDARY OF A 10' UTILITY EASEMENT AS SHOWN ON SAID PLAT AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 215.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 79°57'24" WEST, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°31'37", AN ARC LENGTH OF 58.26 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 40°05'42" EAST, A DISTANCE OF 21.17 FEET TO THE WESTERLY BOUNDARY OF A 10' UTILITY EASEMENT AS SHOWN ON SAID PRAIRIE CENTER VILLAGE I SUBDIVISION FILING NO. 1 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 318.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 84°54'35" WEST;

THENCE ALONG SAID WESTERLY BOUNDARY, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°35'58", AN ARC LENGTH OF 14.43 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 40°05'42" WEST, A DISTANCE OF 6.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 225.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°35'47" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°58'25", AN ARC LENGTH OF 50.95 FEET TO SAID NORTHERLY BOUNDARY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 15.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 42°42'32" WEST;

THENCE ALONG SAID NORTHERLY BOUNDARY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°01'59", AN ARC LENGTH OF 11.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.016 ACRES, (695 SQUARE FEET), MORE OR LESS.

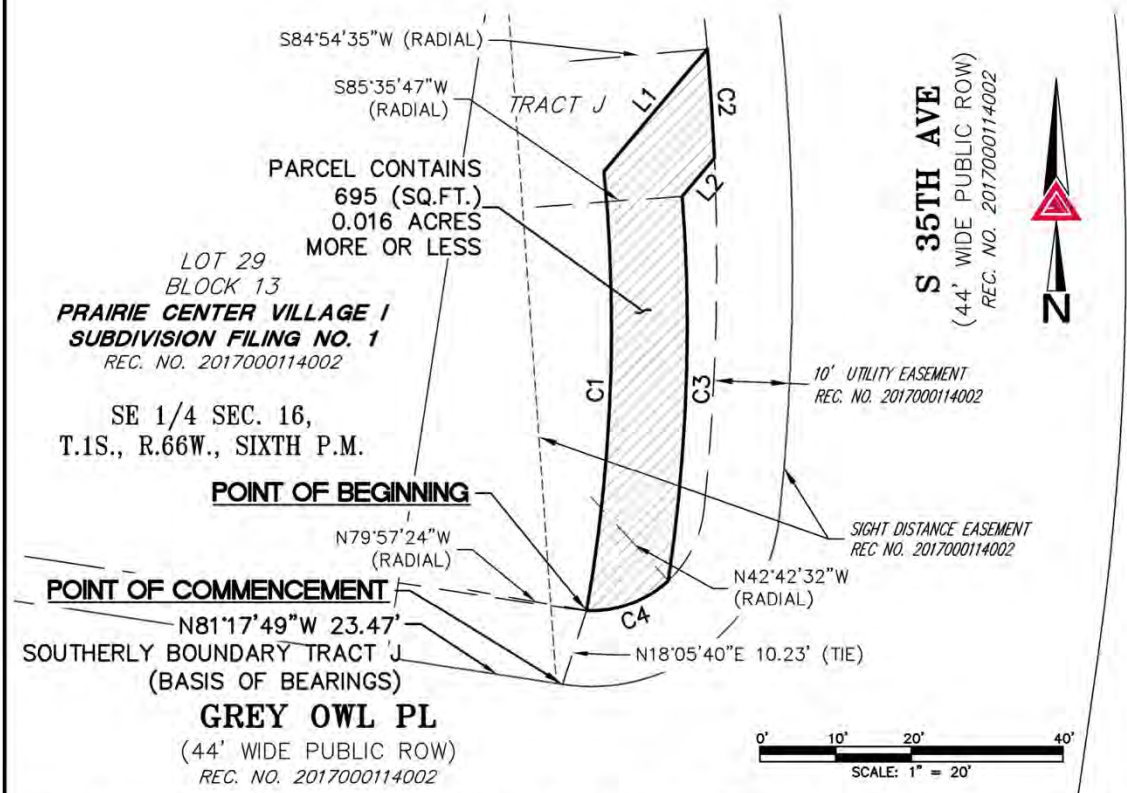
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	N40°05'42"E	21.17'
L2	S40°05'42"W	6.63'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	15°31'37"	215.00'	58.26'
C2	2°35'58"	318.00'	14.43'
C3	12°58'25"	225.00'	50.95'
C4	45°01'59"	15.00'	11.79'



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\54822-14 - Prairie Center Village   Legalis\Draw\EXHIBITS DWG NAME: DRY UTILITY 4.dwg DWG: JFT CHK: JRW DATE: 6/24/22 SCALE: 1" = 20'	<p>AZTEC CONSULTANTS, INC.</p>	<p><b>DRY UTILITY EASEMNT</b>          SE 1/4, SEC. 16, T1S., R66W., 6TH P.M.          CITY OF BRIGHTON, STATE OF COLORADO          JOB NUMBER 54822-14 2 OF 2 SHEETS</p>
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**RESOLUTION NO. 2022-11-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7  
CALLING A REGULAR ELECTION FOR DIRECTORS  
ON MAY 2, 2023**

A. The terms of the offices of Directors Brandon Schenberg and Michael Tamblyn shall expire upon the election of their successor at the regular election, to be held on May 2, 2023 (“**Election**”), and upon such successors taking office.

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

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

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

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

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

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

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with the Designated Election Official of the District, at 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 25, 2023).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from the Designated Election Official of the District at 141 Union Blvd., Suite 150, Lakewood, Colorado 80228, 303-987-0835, and on the District's website at: <https://prairiecentermd7.colorado.gov>.

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

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

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

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

RESOLUTION APPROVED AND ADOPTED on November 10, 2022.

**PRAIRIE CENTER METROPOLITAN  
DISTRICT NO. 7**

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

Attest:

\_\_\_\_\_  
Secretary

<b>Change Order No:</b> 3	<b>Date Issued:</b> November 10, 2022
<b>Name of Agreement:</b> Service Agreement for Landscape Maintenance Services for the Golden Eagle Park	
<b>Date of Agreement:</b> August 1, 2020	<b>District(s):</b> Prairie Center Metropolitan District No. 7
<b>Other Party/Parties:</b> Vargas Property Services, Inc.	

**CHANGE IN SCOPE OF SERVICES (describe):** Exhibit A is hereby amended to include the work described below at the prices set forth herein.

Revise term to extend on a month-to-month basis for the period beginning October 1, 2022, until the month in which the City of Brighton finally accepts Golden Eagle Park, which is anticipated to occur on or before December 2023, at the rate of \$1,291.66 per month.

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
Original Price: \$ 11799.96 (and, with CO #1 in the amount of \$15,499.92) \$ 27,299.88	Original Term: Expires <u>December 31, 2021</u> (Extended by CO #1 to <u>September 30, 2022</u> )
Increase of this Change Order: <u>TBD</u>	New Term: <u>October 1, 2022, until City acceptance of the Park</u>
Price with all Approved Change Orders: <u>TBD</u>	Agreement Time with all Approved Change Orders: <u>TBD</u>

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

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

**SERVICE AGREEMENT FOR  
LANDSCAPE MAINTENANCE OF DISTRICT TRACTS – VILLAGE I**

**THIS SERVICE AGREEMENT FOR LANDSCAPE MAINTENANCE OF DISTRICT TRACTS (“Agreement”)** is entered into as of November 10, 2022, and effective as of October 1, 2022, by and between **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **VARGAS PROPERTY SERVICES**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

**RECITALS**

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

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

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

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

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

**I. CONSULTANT DUTIES AND AUTHORITY**

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

## 1.2 Limitations on Authority.

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

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

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

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

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

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

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto with a total contract amount not to exceed \$\_\_\_\_\_, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit B** ("Change Order").

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

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit B** in an amount not to exceed \$50,255.60, 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 **October 1, 2022, and shall expire on September 30, 2023.** Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination.

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

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

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

#### **IV. INDEMNIFICATION AND INSURANCE**

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

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

(a) Liability Insurance Coverage.

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



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

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

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

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

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

## V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Prairie Center Metropolitan District No. 7  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
Phone: (303) 987-0835  
Email: a finn@sdmsi.com  
Attn: Ann Finn

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

To Consultant: Vargas Property Services, Inc.  
270 Interlocken Boulevard  
Broomfield, CO 80021  
Phone: (303) 466-9196  
Email: elena@vventuresco.com  
Attn: Elena Vargas

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

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

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

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and

regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

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

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

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

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

**[SIGNATURE PAGE FOLLOWS]**

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of Vargas Property Services, Inc.

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 \_\_\_\_\_, 2022, 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**  
**SCOPE OF SERVICES AND COMPENSATION**

Description	Qty	Rate	Total
Contract Maintenance: Turf Mowing, Edging, Weed Control, Tree, Shrub, Litter Control Maintenance (Weekly), Spring and Fall Clean-up, Aeration x2 year (March 2023 – September 2023)	28	900.32	25,208.96
Irrigation System Checks – Spring Start Up & Winterizing Irrigation System	28	382.50	10,710.00
Weed Control Application 2x year & Fertilization 2x year	2	2,142.72	4,285.44
Litter Control & Disposal (Weekly October through December 2022 & January through February 2023)	24	418.80	10,051.20
<b>TOTAL</b>			<b>\$50,255.60</b>

**EXHIBIT B**

**FORM OF CHANGE ORDER**

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b> Service Agreement for Landscape Maintenance of District Tracts	
<b>Date of Agreement:</b> November 10, 2022	<b>District(s):</b> Prairie Center Metropolitan District No. 7
<b>Other Party/Parties:</b> Vargas Property Services, Inc.	

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

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

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

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

**SERVICE AGREEMENT FOR  
EXTERIOR LIGHT INSPECTION**

**THIS SERVICE AGREEMENT FOR EXTERIOR LIGHT INSPECTION** (“**Agreement**”) is entered into as of November 10, 2011, and effective as of [REDACTED], 20 [REDACTED], 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 LIGHTING, INC.**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

**RECITALS**

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

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

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

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

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

**I. CONSULTANT DUTIES AND AUTHORITY**

1.1 Duties of Consultant. The Consultant shall:

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

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

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



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

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

## 1.2 Limitations on Authority.

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

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

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

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

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

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

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit B** attached 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 C** ("Change Order").

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

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

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

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on \_\_\_\_\_ and shall expire on \_\_\_\_\_. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination.

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

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

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

#### **IV. INDEMNIFICATION AND INSURANCE**

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

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

(a) Liability Insurance Coverage.

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

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

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

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

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

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

## V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Prairie Center Metropolitan District No. 7  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
Phone: (303) 987-0835  
Email: a finn@sdmsi.com  
Attn: Ann Finn

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

To Consultant: Colorado Lighting, Inc.  
1831 E. 73<sup>rd</sup> Avenue, Unit B  
Denver, CO 80229  
Phone: (303) 288-3152  
Email: cfrank@coloradolighting.com  
Attn: Chris Frank

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

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

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

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and

regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

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

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

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

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

**[SIGNATURE PAGE FOLLOWS]**

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:  
**COLORADO LIGHTING, INC.**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_, 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  
SCOPE OF SERVICES**

1. The Consultant shall inspect the District property located at Eagle Boulevard and Peregrine Drive, Brighton, CO 80601 in Adams County, for all wall-pack and soffit lighting, parking lot lighting and monument signage.
2. The Consultant shall inspect the property once per month for the Monthly Fee set forth on **Exhibit B** and return during normal business hours to complete repairs on a time and material basis. The Consultant will create a log of the exterior lighting, which will indicate repaired outages. Invoices will correspond with the map provided **[by whom? Suggest we incorporate into the agreement.]**, showing numbered locations.
3. The Consultant shall verify all the time clock settings and adjust in accordance with the following schedule:

	<b>ON</b>	<b>OFF</b>
<b>March</b>	5:30 p.m.*	7:00 a.m.
<b>April</b>	7:00 p.m.	6:00 a.m.
<b>June</b>	8:00 p.m.	5:30 a.m.
<b>August</b>	7:00 p.m.	6:30 a.m.
<b>September</b>	6:30 p.m.	7:00 a.m.
<b>October</b>	5:30 p.m.	7:30 a.m.
<b>November</b>	4:30 p.m.*	7:30 a.m.

\* Adjustment for Daylight Savings/Standard Time Change

\* Service provided while onsite for repairs. Special circumstances will be billed T&M.

4. This Agreement does not cover warranty repairs to fixtures, poles or wiring damaged by high-voltage surges, lightning, fire, strikes, accidents, government regulations or other causes unavoidable or beyond the Consultant's control.

**EXHIBIT B  
COMPENSATION**

The District will pay the Consultant the sum of \$20.00 per month (the “**Monthly Fee**”) for the services described on **Exhibit A**. Modifications to property lighting configuration can affect the monthly fee and is subject to change with 30 days’ notice. For example: remodel or upgrade.

All spent material will be removed from the District’s premises for disposal. The Consultant will charge a fee of \$2.50 per HID lamp, \$0.72 per four-foot fluorescent lamp, \$1.44 per eight-foot fluorescent lamp, and ballasts based on type and weight. All records of disposal will be kept on file by the Consultant.

**2023 Hourly Labor Rates**

Lighting Tech with fully stocked service van	\$69.50
<i>Fully-stocked 40’ aerial bucket truck</i>	<i>\$27.50 add on</i>
<i>Fully-stocked above 40’ aerial bucket truck</i>	<i>\$39.50 add on</i>
<i>Lift with trailer</i>	<i>\$27.50 add on</i>
Sign Technician	\$75.50
Sign Tech with Bucket (over 40’)	\$95.50
Journeyman or Master Electrician with service van	\$89.50
Apprentice or Helper	\$69.50
Trip Charge (Standard per Trip)	\$25.00
* Overtime, Weekends & Night Work Labor Rate x 1.5	
* Holiday Work Labor Rate x 2	

Changes in rates shall be set forth on a Change Order executed by both Parties.

**EXHIBIT C**  
**FORM OF CHANGE ORDER**

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b>	
<b>Date of Agreement:</b>	<b>District(s):</b> Prairie Center Metropolitan District No. 7
<b>Other Party/Parties:</b>	

<b>CHANGE IN SCOPE OF SERVICES (describe):</b>
--

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

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

**SERVICE AGREEMENT FOR  
SNOW REMOVAL**

THIS **SERVICE AGREEMENT FOR SNOW REMOVAL** (“**Agreement**”) is entered into on November 10, 2022, and effective as of November     , 2022, by and between **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **MAGNUM SNOW REMOVAL, INC.**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

**RECITALS**

- A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.
- B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.
- C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.
- D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

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

**I. CONSULTANT DUTIES AND AUTHORITY**

1.1 Duties of Consultant. The Consultant shall:

- (a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.
- (b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.
- (c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

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

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

## 1.2 Limitations on Authority.

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

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

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

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

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

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

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid 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 C** ("Change Order").

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

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

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

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on May 31, 2023, or until such time as repairs of damages, if any, caused by the Consultant as set forth in **Exhibit A** are completed. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination.

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

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

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

#### **IV. INDEMNIFICATION AND INSURANCE**

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

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

(a) Liability Insurance Coverage.

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

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

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

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

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



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

## V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Prairie Center Metropolitan District No. 7  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
Phone: (303) 987-0835  
Email: a finn@sdmsi.com  
Attn: Ann Finn

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

To Consultant: Magnum Snow Removal, Inc.  
270 Interlocken Boulevard  
Broomfield, CO 80021  
Phone: (303) 466-9196  
Email: elena@vventuresco.com  
Attn: Elena Vargas

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

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

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

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

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

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

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

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

**[SIGNATURE PAGE FOLLOWS]**

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:  
**MAGNUM SNOW REMOVAL, INC.**  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ Metropolitan District.

Witness my hand and official seal.

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

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

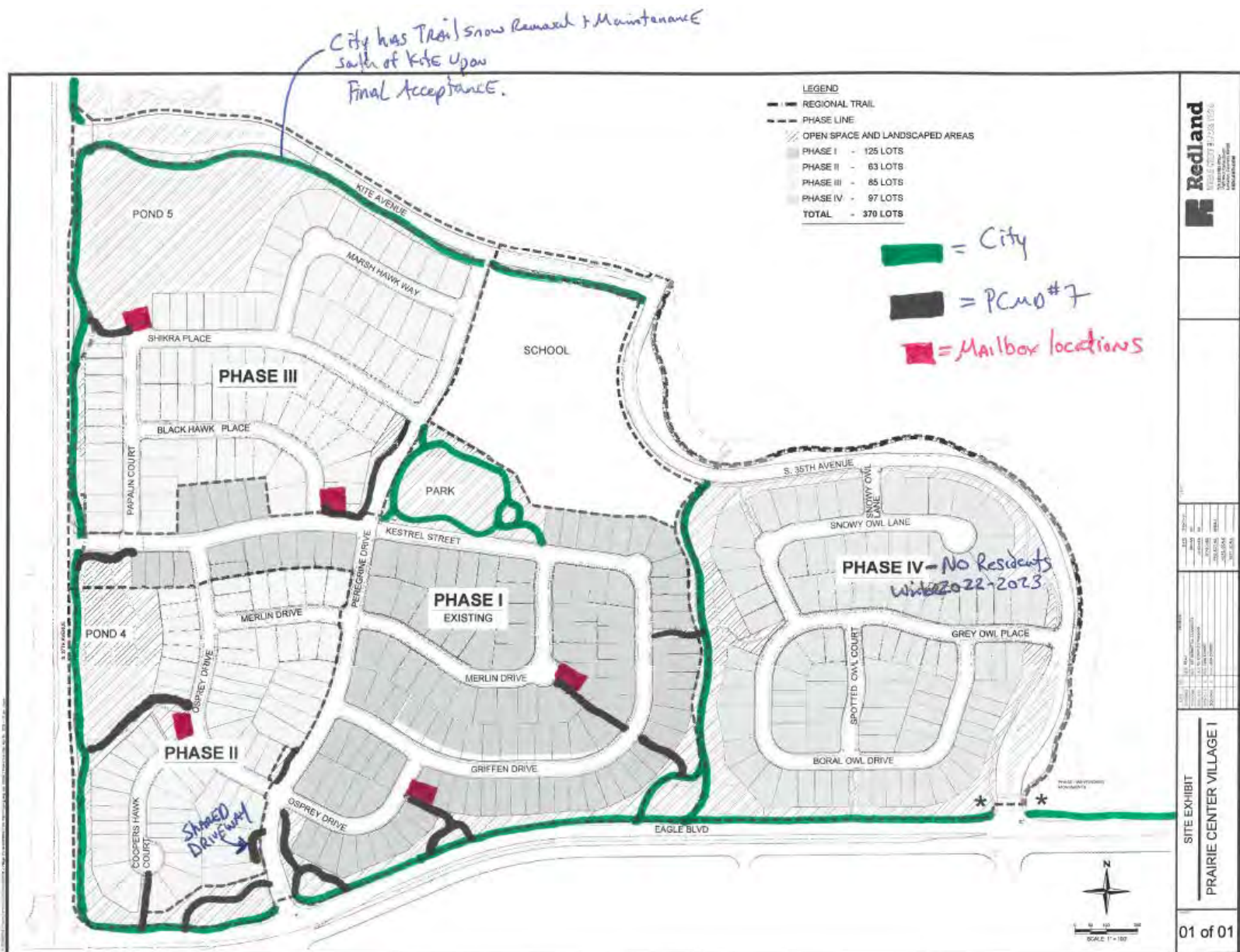
## **EXHIBIT A SCOPE OF SERVICES**

Consultant shall plow, anti-ice and/or de-ice the District-owned sidewalks, shared driveway and mailbox locations as described and depicted on the site map attached hereto. Consultant shall commence snow removal operations on the shared driveway when accumulation reaches 2 inches, on sidewalks and mailbox locations when accumulation reaches 1 inch, or when directed by Project Manager GKT Brighton Residential (“**Property Manager**”).

Anti-icing and/or de-icing services will commence when the Consultant determines conditions require such services. *Notwithstanding the foregoing, under no circumstances shall Consultant apply magnesium chloride to any concrete surfaces.*

When snow accumulation exceeds 10 inches or when drift conditions exist, “shovel-wide” paths will be cleared during the initial visit to the site. Walks will be cleared to their full width when conditions allow further attention.

Consultant and Project Manager shall conduct a walk-through to identify the areas for which snow removal services will be provided under this Agreement and the condition of same. After the end of the snow season, the Consultant and Project Manager shall conduct a walk-through to review damages, if any, resulting from activities of the Consultant, the repair of which shall be the responsibility of the Consultant; provided, however, no claim for damages shall be commenced against the Consultant unless the Consultant has had an opportunity to obtain necessary repairs and/or review any repair bids or similar proposals obtained by the Project Manager.



**EXHIBIT B  
COMPENSATION**

**2022 - 2023 Rates for Snow Removal**

Standard Plow Truck	\$159.39/Hr.
15' Scoop/Plow	\$301.71/Hr.
3 Yrd. Dump Truck	\$182.16/Hr.
5 Yrd. Dump Truck	\$210.63/Hr.
RTV	\$142.32/Hr.
ATV	\$136.62/Hr.
Walker	\$108.17/Hr.
Skidsteer	\$153.70/Hr.
Tractor	\$187.86/Hr.
Snow Blower	\$91.08/Hr.
Hand Shovel	\$74.00/Hr.
Ice Melt/Sand (Including Application)	\$1.83/lb.
Ice Slicer	\$261.85/Ton

\* Mobilization starts at the time of dispatch.

**EXHIBIT C**  
**FORM OF CHANGE ORDER**

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

<b>CHANGE IN SCOPE OF SERVICES (describe):</b>
--

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

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

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





## POOP 911- Pet Waste Removal Service Quote

Thank you 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.**". Please feel free to contact me with any questions you may have at (303) 483-5941.

POOP 911 will perform the following services per your request:

#1. Installing *2 new pet waste stations.*

Each station installed is \$400.00 (one-time charge).

#2. Servicing the additional installed (2 new) waste stations.

Additional \$15 per visit (currently paying \$40 per visit plus bags).

*New price per visit would be \$55 per visit plus bags when added.*

Thank you for your time and I look forward to Hearing from you!

Sincerely,

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



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

## MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski  
Executive Vice-President

DATE: September 2, 2022

RE: Notice of 2023 Rate Increase

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

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

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



October 15, 2022

Dear Client:

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

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

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

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

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

Very truly yours,

McGEADY BECHER P.C.

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

Cheryl L. Matlosz  
Firm Administrator