

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7

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

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Michael Tamblyn	President	2022/May 2022
Rick Merkel	Treasurer	2022/May 2020
Wendy Burke	Assistant Secretary	2022/May 2020
Michelle Roberts	Assistant Secretary	2020/May 2020
Brandon Schenberg	Assistant Secretary	2020/May 2020
Ann E. Finn	Secretary	

DATE: November 14, 2019
TIME: 11:30 A.M.
PLACE: Construction Trailer
2221 South 27th Avenue
Brighton, Colorado

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflict of Interest.
-

- B. Approve Agenda, confirm location of the 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 May 23, 2019 regular meeting (enclosure).
 - Authorize District Manager to post transparency notice on the SDA Website pursuant to Section 32-1-809, C.R.S.
 - Ratify approval of Eligible Governmental Entity Agreement (“EGE”) between the Statewide Internet Portal Authority (“SIPA”) and the District (enclosure).
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- D. Discuss business to be conducted in 2020. Consider adoption of Resolution of the Board of Directors of Prairie Center Metropolitan District No. 5 Establishing Regular Meeting Dates, Time and Location, Establishing District Website and Designating Location for posting 24-Hour Notices (enclosure).
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II. FINANCIAL MATTERS

- A. Ratify approval of payment of claims for the period beginning May 1, 2019 through October 31, 2019 totaling \$683,171.50 (enclosure).

- B. Review and accept the unaudited financial statements as of September 30, 2019 (to be distributed).

- C. Consider approval of the engagement of Stratagem P. C. to perform the 2019 Audit, in the amount of \$4,000 (enclosure).

- D. Conduct Public Hearing to consider Amendment to 2019 Budget and (if necessary) consider adoption of Resolution to Amend the 2019 Budget and Appropriate Expenditures.

- E. Conduct Public Hearing on the proposed 2020 Budget and consider adoption of Resolutions to Adopt the 2020 Budget and Appropriate Sums of Money and Set Mill Levies (for General Fund _____, Debt Service Fund _____ and Other Fund(s) _____ for a total mill levy of _____) (enclosures – preliminary assessed valuation and resolutions – draft 2020 Budget).

- F. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

- G. Consider appointment of District Accountant to prepare the 2021 budget, and direct that the form of the 2021 budget be the same as the 2020 budget.

III. LEGAL MATTERS

- A. Consider adoption of Resolution No. 2019-11-__; Resolution Calling a Regular Election for Directors on May 5, 2020, appointing the Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of mail ballot election (to be distributed). Self-Nomination forms are due by February 28, 2020. Discuss the need for ballot issues and/or questions.

- B. Discuss status of the 2020 bond issuance. Review projections from Stifel.

- C. Review and consider ratifying approval of First Amendment to Intergovernmental Agreement Regarding Facilities Fee Collection by and among Prairie Center Metropolitan District Nos. 2, 3, 4, 5, 6, 7, 8, 9 and 10 (releasing Prairie Center Metropolitan District No. 9 from any rights, duties or obligations under the agreement) (enclosure).

- D. Review and consider adoption of Resolution No. 2019-11-____, A Resolution of the Board of Directors of Prairie Center Metropolitan District No. 7 Acknowledging the Dissolution of Prairie Center Metropolitan District No. 9 (enclosure).

- E. Review and consider adoption of Resolution No. 2019-11-____, a Resolution Concerning Collection Procedures for Operation and Maintenance Fees (to be distributed).

- F. Discuss update on McGeady Becher P.C. District records retention.

IV. CAPITAL MATTERS

- A. Review Construction Status Report for the Prairie Center Village I Phase IA and IB Improvements, ratify approval of Pay Applications and Change Orders (to be distributed):
 - 1. Construction Management Agreement.

- B. Ratify approval of final payment to contractors:
 - 1. Bemas Construction, Inc.
 - 2. ESCO Construction, Co.
 - 3. Scott Contracting, Inc.

V. OPERATIONS AND MAINTENANCE

- A. Discuss status of Operations and Maintenance Manual for the Prairie Center Village I Underdrain System.
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VI. COVENANT CONTROL SERVICES

- A. Management Report (enclosure).
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- B. Review and consider approval of proposal from Altitude Community Law for Legal Services (enclosure).
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- C. Consider approval of Service Agreement for Site Lighting Services with Colorado Lighting, Inc. (enclosure).
-
- D. Discuss status of landscape maintenance services for common areas and park.
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V. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2019.**

Informational Enclosure:

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

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7 (the "District") HELD MAY 23, 2019

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 23rd day of May, 2019, at 11:00 A.M., at the Construction Trailer, 2221 South 27th Avenue, Brighton, Colorado. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Michael Tamblyn
Mark A. Waggoner

Also In Attendance Were:

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

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

Thuy Dam; CliftonLarsonAllen LLP

Rick Rome; Redland Consulting Group Inc. (for a portion of the meeting)

Brad Grimes; Brinkmann Constructors (for a portion of the meeting)

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. Attorney Williams noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was further noted by Attorney Williams that all Directors' Disclosure Statements have been filed and no additional conflicts were disclosed.

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board's review and approval a proposed Agenda for the District's special meeting.

RECORD OF PROCEEDINGS

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

Approval of Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board determined to conduct the meeting within 20 miles of its boundaries at the above stated location. The Board further noted that notice of the time, date and location was duly posted and that they have not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries.

Resolution No. 2019-05-01; Resolution Establishing Regular Meeting Dates, Times and Location, and Designating Locations for Posting of 72 Hour and 24-Hour Notices: The Board discussed regular meeting dates, times and location, and designating locations for posting of 72-hour and 24-hour notices.

Ms. Finn reviewed the business to be conducted in 2019 to meet the statutory compliance requirements. The Board determined to meet on November 14, 2019 at 11:30 a.m. at the Construction Trailer, 2221 South 27th Avenue, Brighton, Colorado.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-05-01; Establishing Regular Meeting Dates, Times and Location, and Designating Locations for Posting of 72-Hour and 24-Hour Notices. A copy of the Resolution is attached hereto and incorporated herein.

New Legislation: Attorney Williams discussed with the Board the new legislation regarding posting of meeting notices.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board authorized staff to create a District website for posting of meeting notices.

CONSENT AGENDA

The Board considered the following actions:

- Approve Minutes of the December 5, 2018 regular meeting.
- Ratify approval of payment of claims for the period beginning December 1, 2018 through April 30, 2019 totaling \$1,249,900.05.

RECORD OF PROCEEDINGS

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

FINANCIAL MATTERS

2018 Audit: Ms. Dam reviewed the draft 2018 Audited Financial Statements with the Board.

Following review and discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board approved the 2018 Audited Financial Statements, subject to final review by General Counsel, receipt of an unmodified opinion letter from the Auditor, and authorized execution of the Representations Letter.

LEGAL MATTERS

Intergovernmental Agreement Regarding Assignment of Revenues between Prairie Center Metropolitan District No. 3 and Prairie Center Metropolitan District No. 7: Attorney Williams discussed with the Board an Intergovernmental Agreement Regarding Assignment of Revenues between Prairie Center Metropolitan District No. 3 and Prairie Center Metropolitan District No. 7.

Following review and discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board approved the Intergovernmental Agreement Regarding Assignment of Revenues between Prairie Center Metropolitan District No. 3 and Prairie Center Metropolitan District No. 7, subject to final review by Counsel.

Imposition of Rules and Regulations for Construction Activities: The Board deferred discussion.

Resolution No. 2019-05-02; Resolution Regarding the Imposition of District Fees: Attorney Williams reviewed with the Board Resolution No. 2019-05-02; Resolution Regarding the Imposition of District Fees.

Following review and discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-05-02; Resolution Regarding the Imposition of District Fees, subject to final review by Counsel. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

Resolution No. 2019-05-03; Resolution Concerning Collection Procedures for Operation and Maintenance Fees: The Board deferred discussion.

RECORD OF PROCEEDINGS

Engagement of Special District Management Services, Inc. for Covenant Control Services: Attorney Williams discussed with the Board the engagement of Special District Management Services, Inc. for Covenant Control Services.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board approved the engagement of Special District Management Services, Inc. for Covenant Control Services.

Prairie Center Residential Improvement Design Guidelines and Restrictions: The Board reviewed the Prairie Center Residential Improvement Design Guidelines and Restrictions.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board ratified approval of the Prairie Center Residential Improvement Design Guidelines and Restrictions.

Payment of Design Review Fees: The Board discussed the process for payment of design review fees. No action was taken by the Board.

Resolution No. 2019-05-04; Resolution Concerning Enforcement of Rules & Regulations: Attorney Williams reviewed with the Board Resolution No. 2019-05-04; Resolution Concerning Enforcement of Rules & Regulations.

Following review and discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-05-04; Resolution Concerning Enforcement of Rules & Regulations, subject to final review by Ms. Ripko and Legal Counsel. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

CAPITAL MATTERS

Prairie Center Village I Phase IA and IB Improvements: Mr. Grimes gave a construction status report for the Prairie Center Village I Phase IA and IB Improvements to the Board.

Construction Contract with Bemas Construction: The Project is 100% complete.

Construction Contract with Scott Contracting: The Project is 100% complete.

Construction Contract with ESCO Construction Company: The Project is 100% complete.

RECORD OF PROCEEDINGS

Construction Contract with Rocky Mountain Excavating: The Project is 100% complete.

Construction Contract with Colorado Designscales, Inc.: The Project is expected to be completed at the end of June 2019.

Construction Management Agreement with Brinkmann Constructors: It was noted that work under this agreement is ongoing.

Change Order No. 3 to the Master Service Agreement for District Engineering Services between the District and Redland Consulting Group, Inc., for preparation of Operations & Maintenance Manual for the Prairie Center Village I Underdrain System: Mr. Grimes reviewed with the Board Change Order No. 3 to the Master Service Agreement for District Engineering Services between the District and Redland Consulting Group, Inc., for preparation of Operations & Maintenance Manual for the Prairie Center Village I Underdrain System, for the amount of \$4,000.

Following review and discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board approved Change Order No. 3 to the Master Service Agreement for District Engineering Services between the District and Redland Consulting Group, Inc., for preparation of Operations & Maintenance Manual for the Prairie Center Village I Underdrain System, for the amount of \$4,000.

Final Payment to Contractors: The Board directed Messrs. Rome and Grimes to notify the District Manager when Notices of Final Payment need to be published.

OPERATIONS AND MAINTENANCE

Operations and Maintenance Services: The Board discussed future operations and maintenance services for the District.

Landscape Maintenance Services: It was noted that the current contract with Colorado Designscales has been extended to include 2020.

Snow Removal: The Board deferred discussion.

Site Lighting: The Board authorized staff to obtain a proposal from Colorado Lighting, Inc. for site lighting services.

Underdrain System: No action will be taken by the Board until the operation and maintenance manual has been completed.

RECORD OF PROCEEDINGS

Service Agreement for Trash Removal Services between the District and Waste Management of Colorado, Inc.: The Board reviewed a Service Agreement for Trash Removal Services between the District and Waste Management of Colorado, Inc.

Following discussion, upon motion duly made by Director Waggoner, seconded by Director Tamblyn and, upon vote, unanimously carried, the Board approved the Service Agreement for Trash Removal Services between the District and Waste Management of Colorado, Inc.

Service Agreement for Removal of Inactive Nest between the District and LT Environmental, Inc.: The Board reviewed the Service Agreement for Removal of Inactive Nest between the District and LT Environmental, Inc.

Following discussion, upon motion duly made by Director Waggoner, seconded by Director Tamblyn and, upon vote, unanimously carried, the Board approved the Service Agreement for Removal of Inactive Nest between the District and LT Environmental, Inc.

Change Order: Following discussion, upon motion duly made by Director Waggoner, seconded by Director Tamblyn and, upon vote, unanimously carried, the Board authorized Director Tamblyn to approve a Change Order to the Service Agreement with LT Environmental, Inc. if it was determined additional inactive nests needed to be removed.

OTHER BUSINESS

Design Review and Covenant Control Services: There was nothing new to report.

Consideration of Board Appointments After Publication of Notice of Vacancies: It was noted that pursuant to Section 32-1-808(2)(a)(I), C.R.S., publication of a Notice of Vacancies on the Board was made on May 8, 2019 in the Brighton Standard Blade. No Letters of Interest from qualified eligible electors were received within ten (10) days of the date of such publication.

As such, following discussion and upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board appointed Rick Merkel, Wendy Burke and Michelle Roberts to the Board of Directors to fill the three vacancies, and also appointed Brandon Schenberg to the Board of Directors, such appointment to be effective immediately after the resignation of Director Waggoner.

RECORD OF PROCEEDINGS

Resignation of Director: The Board accepted the resignation of Director Waggoner, effective as of May 24, 2019.

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

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

President	Michael Tamblyn
Treasurer	Rick Merkel
Secretary	Ann E. Finn
Assistant Secretary	Wendy Burke
Assistant Secretary	Michelle Roberts
Assistant Secretary	Brandon Schenberg

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

RESOLUTION NO. 2019-05-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
ESTABLISHING REGULAR MEETING DATES, TIME AND LOCATION, AND
DESIGNATING LOCATIONS FOR POSTING OF 72-HOUR AND 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903, 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 24-6-402(2)(c), 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 place at which notice will be posted at least 24 hours prior to each meeting.

C. Pursuant to Section 32-1-903, C.R.S., special districts are required to post notices of regular and special meetings at three (3) public places within the district and at the office of the County Clerk and Recorder at least 72 hours prior to said meeting.

D. Pursuant to Section 32-1-903, C.R.S., all special and regular meetings of the board shall be held at locations which are within the boundaries of the district or which 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 meeting location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

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

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

1. That the provisions of Section 32-1-903(1), 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 regular and special meetings pursuant to Section 32-1-903(1), C.R.S., would be inconvenient and costly for the Directors and consultants of the District in that they live and/or work outside the twenty (20) mile radius requirement.

3. That regular meetings of the District Board of the Prairie Center Metropolitan District No. 7 for the year 2019 shall be held on November 14, 2019 at 11:30 a.m., at the Construction Trailer, 2221 South 27th Avenue, Brighton, Colorado.

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 location of all special and regular meetings of the District Board shall appear on the agenda(s) of said special and regular meetings.

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

7. Notice of Meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted within the boundaries of the District at least 24 hours prior to each meeting at the following location:

(a) At the Southwest corner of 144th Avenue and South 27th Avenue

8. Notices of regular and special meetings required to be posted at three (3) public places within the District and at the office of the County Clerk and Recorder at least 72 hours prior to said meeting shall be made pursuant to Section 32-1-903, C.R.S. at the following locations:

(a) At the southwest corner of 144th Avenue and South 27th Avenue

(b) At the northwest corner of Peregrine Drive and 144th Avenue

(c) At the corner of Osprey Drive and Peregrine Drive

9.

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

RESOLUTION APPROVED AND ADOPTED on May 23, 2019.

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 7**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2019-05-02

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE 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.

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. The District has determined that, to meet the costs associated with the District Improvements and the cost of operating and maintaining the District Improvements, it is necessary to impose an “Operations Fee” and a “Capital Working Fee” (as such terms are defined below) on the Property.

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 October 1, 2019, the Board hereby imposes an operations and maintenance fee (the “Operations Fee”) in the amount of \$360.00 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, Operations Fee shall be payable on a quarterly basis and shall be due by the 23rd day of each calendar quarter (meaning, January 23rd, April 23rd, July 23rd and October 23rd) (each, a "**Payment Date**"). An invoice will be mailed to each property owner ("**Owner**") on or before December 31st, March 31st, June 30th and September 30th 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 Community Manager, Peggy Ripko 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 23rd day of May, 2019.

**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.

RESOLUTION NO. 2019-11-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION,
ESTABLISHING DISTRICT WEBSITE AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903, 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 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.

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

D. 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.

E. Pursuant to Section 32-1-903, C.R.S., all special and regular meetings of the board shall be held at locations which are within the boundaries of the district or which 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 meeting location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Prairie Center Metropolitan District No. 7 (the "**District**"), Adams County, Colorado:

1. That the provisions of Section 32-1-903(1), 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 regular and special meetings pursuant to Section 32-1-903(1), 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 2020 shall be held on _____ at _____, at the Construction Trailer, 2221 South 27th Avenue, Brighton, Colorado, in Adams County, Colorado.

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 location of all special and regular meetings of the District Board shall appear on the agenda(s) of said special and regular meetings.

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

7. That the District Board authorizes establishment of a District Website, if such District Website does not already exist, in order to provide full and timely notice of regular and special meetings of the District Board online pursuant to the provisions of Section 24-6-402(2)(c)(III), C.R.S.

8. That, if the District has established a District Website, the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to each regular and special meeting pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

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

(a) At the southwest corner of 144th Avenue and South 27th Avenue.

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

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED on November 14, 2019.

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 7**


By: _____
President

Attest:

Secretary



**ELIGIBLE GOVERNMENTAL ENTITY AGREEMENT BETWEEN
THE STATEWIDE INTERNET PORTAL AUTHORITY OF THE STATE OF
COLORADO AND PRAIRIE CENTER METROPOLITAN DISTRICT NO 7.**

This Eligible Governmental Entity Agreement ("Agreement") by and between the Colorado Statewide Internet Portal Authority ("SIPA"), and Prairie Center Metropolitan District No.7("EGE") (each a "Party" and collectively "Parties"), is made and entered into on this 23rd day of May, 2019.  July 8, 2019

RECITALS

WHEREAS, SIPA and EGE wish to enter into a cooperative agreement under which services can be provided at the discretion of both Parties; and

WHEREAS, pursuant to § 24-37.7-105 C.R.S., SIPA operates to provide electronic access for members of the public, state agencies, and local governments to electronic information, products, and services; and

WHEREAS, pursuant to §§ 24-37.7-102 and 24-37.7-104, C.R.S., SIPA operates as a political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 24-37.7-104, SIPA is authorized to enter into agreements and contracts with state agencies and local governments, and all state agencies and local governments are authorized to enter into and do all things necessary to perform any such arrangements or contracts; and

WHEREAS, § 29-1-203, C.R.S., authorizes local governments to cooperate or contract with each other to provide any function or service lawfully authorized to each other; and

WHEREAS, SIPA provides for the dissemination, sharing, and use of information, products, and services via the internet; and

WHEREAS, neither Party is committing funds or required to perform services as part of this agreement; and

WHEREAS, SIPA has entered into certain contracts with its contractors to operate the Colorado.gov Portal and to provide an array of electronic information, products, and services via the internet (e.g., "Colorado Statewide Internet Portal Authority Portal Integrator Contract with Colorado Interactive, LLC", as may be amended (hereinafter "Master Contract") and "COPE

Master Contract With Implementation Contractor to Support SaaS Collaboration, Office Productivity, & Email Solution" (hereinafter "COPE Contract") and other contracts to expand its array of electronic information, products, and services available to EGE; and

WHEREAS, SIPA will provide applications and services to EGE pursuant to Task Orders, Statements of Work, Work Orders; or any agreed-upon documentation under this Agreement; and

WHEREAS, a Task Order, Statement of Work, Work Order, or other agreed-upon documentation will be prepared for each application or service and mutually signed by SIPA and EGE;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, SIPA and EGE agree as follows:

1. EGE shall make available to SIPA electronic information maintained and owned by EGE as is necessary to complete the agreed-upon work as set forth in a Work Order, Task Order, Statement of Work, or any agreed-upon documentation under this Agreement. As mutually agreed upon in subsequent Work Orders, Task Orders, Statements of Work, or any other agreed-upon documentation under this Agreement, EGE will provide reasonable levels of support in placing online with SIPA certain EGE-owned electronic information, as mutually agreed by EGE and SIPA, with due regard to the workload and priorities of EGE and SIPA.
2. SIPA may, with the authorization of EGE, through the Portal, make public electronic information made available to it available to the general public, including EGE's public electronic information. The Parties agree to use their best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, neither Party shall be liable for interruption of service when the same shall be due to circumstances beyond the reasonable control of either Party, its agents or employees, including but not limited to unanticipated equipment malfunction, periodic maintenance or update of the computer systems upon which such EGE electronic information reside, or interruption of service due to problems with the Colorado statewide area network or due to problems with any telecommunications provider.
3. SIPA and EGE may enter into Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation under this Agreement. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation under this Agreement shall describe specific Services and/or Applications to be provided to EGE. EGE acknowledges that Services and/or Applications are usually offered by SIPA's contractors. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation shall cover the purchase of goods and services from SIPA through the use of EGE funds. All Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation involving EGE funds may be approved by the EGE official with authority to execute such agreement. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation shall contain specific time or performance milestones for SIPA's contractor(s), timelines for completion of relevant Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation, including design specifications and other criteria relevant to the completion of applicable Task Orders, Purchase Orders, Statements of Work, or any

agreed-upon documentation, criteria and procedures for acceptance by EGE and remedying incomplete or inaccurate work for each phase of relevant Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation.

4. SIPA shall be responsible for the operation of, and all costs and expenses associated with, establishing and maintaining electronic access to EGE electronic information, databases or other software applications, including (but without limitation) the cost of purchasing, developing, and maintaining programs used to interface with EGE software applications that provide access to EGE-owned electronic information, products, and services. EGE acknowledges SIPA may at its discretion use Contractors to perform certain obligations. EGE's maximum financial obligation for establishing and maintaining electronic access to EGE databases or other software applications shall be limited to the amount(s) set forth and appropriated pursuant to each individual Work Order, Task Order, Statement of Work, or any agreed-upon documentation under this Agreement.
5. Each Party shall have the right to terminate this Agreement by giving the other Party 10 days' written notice. Unless otherwise specified in such notice, this Agreement will terminate at the end of such 10-day period, and the liabilities of the Parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the Parties shall not be released from any duty to perform up to the date of termination. Work authorized under an individual Work Order, Task Order, Statement of Work or any other agreed-upon documentation under this Agreement, will be subject to the terms and conditions of that document.
6. None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Nothing in this Agreement shall be deemed as any waiver of immunity or liability limits granted to SIPA or EGE by the Colorado Governmental Immunity Act or any similar statutory provision.
7. This Agreement (and related Task Orders, Work Orders, Statements of Work, and agreed-upon documentation) constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
8. Neither SIPA nor its contractors have responsibility for the accuracy or completeness of the electronic information contained within EGE's databases. SIPA and its contractors shall be responsible only for the accurate and complete transmission of electronic information to and from such EGE databases, in accordance with the specifications of any EGE-owned software. For the purposes of the Colorado Open Records Act, EGE shall at all times be the custodian of records. Neither SIPA nor its contractors shall be deemed to be either the custodian of records or the custodian's agent.
9. This Agreement and any written amendments thereto may be executed in counterpart, each of which shall constitute an original and together, which shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or email

transmission will constitute effective and binding execution and delivery of this Agreement.

10. Confidential information for the purpose of this Agreement is information relating to SIPA's or EGE's research, development, trade secrets, business affairs, internal operations, management procedures, and information not disclosable to the public under the Colorado Open Records Act or some other law or privilege. Confidential information does not include information lawfully obtained through third parties, which is in the public domain, or which is developed independently without reference to a Party's confidential information. Neither Party shall use or disclose, directly or indirectly, without prior written authorization, any confidential information of the other. SIPA shall use its reasonable best efforts to ensure that its contractors protect EGE confidential information from unauthorized disclosure. Notwithstanding anything to the contrary herein, each Party acknowledges that given the subject matter of this Agreement, such Party shall not disclose confidential information of the other (whether in written or electronic form) to any third party, except as required by law or as necessary to carry out the specific purpose of this Agreement; provided, however, that if such disclosure is necessary, any third party who receives such confidential information shall also be bound by the nondisclosure provisions of this Section 10. Upon termination of this Agreement, the Parties shall return or destroy (at the other Party's request) all confidential information of the other and if such information is destroyed, each Party shall demonstrate evidence of such destruction to the other.

11. Miscellaneous Provisions

A. Independent Authority. SIPA shall perform its duties hereunder as an independent authority and not as an employee of EGE. Neither SIPA nor any agent or employee of SIPA shall be deemed to be an agent or employee of EGE. SIPA and its agents shall pay when due all required employment taxes and income tax and local head tax on any monies paid by EGE pursuant to this Agreement. SIPA acknowledges that SIPA and its employees or agents are not entitled to EGE employment or unemployment benefits unless SIPA or a third party provides such benefits and that EGE does not pay for or otherwise provide such benefits. SIPA shall have no authorization, express or implied, to bind EGE to any agreements, liability, or understanding except as expressly authorized by EGE. SIPA and its agents shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by EGE) and unemployment compensation insurance in the Agreement required by law, and shall be solely responsible for the acts of SIPA, its employees and agents.

B. Non-discrimination. SIPA agrees to comply with the letter and the spirit of all applicable state and federal laws respecting illegal discrimination and unfair employment practices.

C. Choice of Law. The laws of the State of Colorado (except Colorado laws related to choice of law or conflict of law) and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. At all times during the performance of this Agreement, SIPA shall strictly adhere to all applicable

federal and state laws, rules, and regulations that have been or may hereafter be established. Any legal action related to this Agreement shall be brought in either a state or federal court within the City and County of Denver, Colorado.

D. Software Piracy Prohibition. No State or other public funds payable under this Agreement shall knowingly be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. SIPA hereby certifies that, for the term of this Agreement and any extensions, SIPA has in place appropriate systems and controls to prevent such improper use of public funds. If EGE determines that SIPA is in violation of this paragraph, EGE may exercise any remedy available at law or equity or under this Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions.

F. Notices. All notices required or permitted under this Agreement shall be in writing and delivered personally, by facsimile, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered by facsimile or email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notices shall be delivered to:

If to SIPA:

Statewide Internet Portal Authority

Attn: EGE Administrator

Street Address: 1300 Broadway, Suite 440

City, State, Zip: Denver, CO 80203

Phone: (720) 409-5634

Fax: (720) 409-5642

Email: sipa@cosipa.gov

If to EGE: Prairie Center Metropolitan District No. 7

c/o Special District Management Services, Inc.

Attn: Ann Finn, District Manager

Street Address: 141 Union Boulevard, Suite 150

City, State, Zip: Lakewood, CO 80228

Phone: 303-987-0835

Fax: 303-987-2032

Email: afinn@sdmsi.com

And/or

McGeady Becher P.C.

Attn: Paula Williams, Esq.

Street Address: 450 E. 17th Avenue, Suite 400

City, State, Zip: Denver, CO 80203

Phone: 303-592-4380

Fax: 303-592-4385

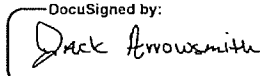
Email:

And to other address or addresses as the parties may designate in writing.

G: Third Party Beneficiary: EGE shall enjoy those rights of a third party as may be set forth expressly in any contract between SIPA and its contractors under which SIPA provides electronic information, products, and services to EGE, including the Master Contract Section 20.M., as may be amended.

H. Disputes. Any failure of either Party to perform in accordance with the terms of this Agreement shall constitute a breach of the Agreement. Any dispute concerning the performance of this Agreement which cannot be resolved at the operational level shall be referred to superior management and staff designated by each Party. Failing resolution at this level, EGE may ask the SIPA Board of Directors to address the dispute. If the dispute is not resolved after reference to the SIPA Board of Directors, the Parties may use whatever procedures may be available, including but not limited to termination of the Agreement.

This Agreement is entered into as of the day and year set forth above.

DocuSigned by:

454D1D095438450

Date: July 8, 2019

Name: Jack Arrowsmith

Title: Executive Director

Entity: Statewide Internet Portal Authority



Date: 6/25/19

Name: Michael Tamblyn

Title: President

Entity: Prairie Center Metropolitan District No. 7

Address: 141 Union Boulevard, Suite 150, Lakewood, Co 80228

Phone: 303-987-0835

Email: afinn@sdmsi.com - mtamblyn@thekroenkegroup.com

Prairie Center Metropolitan District No. 7

Check List

All Bank Accounts

May 1, 2019 - November 8, 2019

Check Number	Check Date	Payee	Amount
Vendor Checks			
1163	05/24/19	Aztec Consultants, Inc.	2,880.00
1164	05/24/19	Brinkmann Construction	29,303.75
1165	05/24/19	City of Brighton	269.78
1166	05/24/19	CliftonLarsonAllen LLP	4,740.08
1167	05/24/19	Colorado Designscares, Inc.	161,800.77
1168	05/24/19	CTL Thompson	1,504.00
1169	05/24/19	DTJ Design, Inc.	2,723.18
1170	05/24/19	McGeady Becher, PC	1,094.87
1171	05/24/19	Redland Consulting Group	1,455.00
1172	05/24/19	Rocky Mountain Excavating, Inc.	96,543.56
1173	05/24/19	Special District Mgmt. Services, Inc	1,543.60
1174	05/24/19	United Power	41.25
1175	06/13/19	Bemas Construction Inc.	34,590.61
1176	06/13/19	Brinkmann Construction	22,277.05
1177	06/13/19	City of Brighton	541.54
1178	06/13/19	CliftonLarsonAllen LLP	5,983.53
1179	06/13/19	Colorado Designscares, Inc.	49,626.14
1180	06/13/19	DTJ Design, Inc.	1,291.19
1181	06/13/19	ESCO Construction Co.	82,960.85
1182	06/13/19	Scott Contracting, Inc.	38,938.52
1183	06/13/19	Special District Mgmt. Services, Inc	2,940.09
1184	06/13/19	United Power	41.34
1185	07/19/19	Brinkmann Construction	945.06
1186	07/19/19	City of Brighton	1,285.36
1187	07/19/19	CliftonLarsonAllen LLP	2,954.30
1188	07/19/19	CO Special Dist. Prop & Liab Pool	151.04
1189	07/19/19	Colorado Designscares, Inc.	18,686.93
1190	07/19/19	CTL Thompson	218.00
1191	07/19/19	DTJ Design, Inc.	2,249.69
1192	07/19/19	McGeady Becher, PC	4,083.60
1193	07/19/19	Playground Safety Consultants	325.00
1194	07/19/19	Redland Consulting Group	3,560.00
1195	07/19/19	Rocky Mountain Excavating, Inc.	1,995.00
1196	07/19/19	Special District Mgmt. Services, Inc	661.73
1197	07/19/19	United Power	45.19
1198	08/23/19	Aztec Consultants, Inc.	500.00
1199	08/23/19	Brinkmann Construction	2,345.32
1200	08/23/19	City of Brighton	4,260.00
1201	08/23/19	CliftonLarsonAllen LLP	2,829.20
1202	08/23/19	CO Special Dist. Prop & Liab Pool	377.26
1203	08/23/19	Colorado Department of Public Health	223.00
1204	08/23/19	Colorado Designscares, Inc.	25,925.63
1205	08/23/19	Dodge Data & Analytics	462.84
1206	08/23/19	DTJ Design, Inc.	1,498.09
1207	08/23/19	LT Environmental, Inc.	6,197.50
1208	08/23/19	McGeady Becher, PC	1,915.50
1209	08/23/19	Metrowest Newspapers	185.68
1210	08/23/19	Redland Consulting Group	775.00
1211	08/23/19	Special District Mgmt. Services, Inc	876.49
1212	08/23/19	Stratagem CPA	3,850.00
1213	08/23/19	United Power	48.52
1214	09/23/19	BrickImaging Inc	3,475.00
1215	09/23/19	Brinkmann Construction	1,215.11
1216	09/23/19	City of Brighton	1,521.58
1217	09/23/19	CliftonLarsonAllen LLP	2,313.42
1218	09/23/19	Colorado Designscares, Inc.	22,108.97
1219	09/23/19	DTJ Design, Inc.	2,097.19

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

All Bank Accounts

May 1, 2019 - November 8, 2019

Check Number	Check Date	Payee	Amount
1220	09/23/19	McGeady Becher, PC	260.00
1221	09/23/19	Omerta	1,151.25
1222	09/23/19	Redland Consulting Group	1,172.69
1223	09/23/19	Special District Mgmt. Services, Inc	2,835.39
1224	09/23/19	United Power	47.97
1225	09/23/19	Signarama	1,080.00
1226	10/23/19	Brinkmann Construction	776.48
1227	10/23/19	City of Brighton	2,196.45
1228	10/23/19	CliftonLarsonAllen LLP	2,691.62
1229	10/23/19	Colorado Department of Public Health	88.00
1230	10/23/19	DTJ Design, Inc.	1,075.40
1231	10/23/19	Redland Consulting Group	540.56
1232	10/23/19	Special District Association	471.18
1233	10/23/19	Special District Mgmt. Services, Inc	314.12
1234	10/23/19	United Power	37.33
ACH	09/17/19	City of Brighton	3,180.16
Vendor Check Total			<u>683,171.50</u>
Check List Total			<u><u>683,171.50</u></u>

Check count = 73



October 31, 2019

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

To Whom It May Concern:

We are pleased to confirm our understanding of the services we will provide Prairie Center Metropolitan District No. 7 ("the District") for the year ended December 31, 2019.

Type of Services and Investment: We will audit the general purpose financial statements of the District as of December 31, 2019. Your investment with our firm for the stated service(s) will be \$4,000.

Character of Services: Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express an unqualified opinion that your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance.

As part of your investment, we will provide the required and/or agreed upon accounting/bookkeeping services necessary to audit the financial statements identified above. Such services will be limited to the adjustment of specific accounts identified as necessary. The performance of a bookkeeping service is deemed to be a non-attest service in our professional standards. These services will be performed in conjunction with tests of reasonableness and materiality as defined by accounting principles and auditing standards generally accepted in the United States of America. Should the necessary accounting services result in a significant modification to your investment, we will notify you immediately to discuss the proposed investment modification and submit a Change Order for your approval before the services are completed.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, direct confirmation of cash balances and/or certain other assets and liabilities by correspondence with selected banks and creditors. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement whether from (a) errors, (b) fraudulent financial reporting, (c) misappropriation of assets, or (d) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or government regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. As auditors our responsibility 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.

Your Responsibilities: Our audit will be conducted on the basis that management, and where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States;
- b. for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c. to provide us with
 - i. access to all information of which the District is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - ii. additional information that we may request from the District for the purpose of the audit; and
 - iii. unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from the District and where appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about known or suspected fraud affecting the District involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

You are also responsible for providing us all of the information requested in a timely manner and for informing us if any requested information will be delayed, as failing to provide the requested information and/or delays in providing such information may impact Stratagem PC's services, pricing, and/or our ability to deliver the project on time.

Reportable Conditions on Internal Controls: We may make recommendations concerning your accounting system and system of internal controls. Because our engagement does not include a review and evaluation of these systems, any failures or inadequacies of your accounting records or financial statements resulting from inadequacies in these systems, or losses that you may suffer as a result, are exclusively your responsibility.

Our audit will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify reportable conditions, that is, significant deficiencies in the design or operation of internal control. However, during the audit, if we become aware of such reportable conditions or ways that we believe management practices can be improved, we will communicate them to you in a separate letter.

Quality Review: The District agrees to, and hereby consents to participate in Stratagem PC's policy of Quality Review. As a part of this program, all of the major services performed under this Agreement may be reviewed by another CPA in our firm following strict rules of confidentiality or by another CPA under the American Institute of Certified Public Accountants Peer Review Program. The price for this enhanced review is included in the professional services detailed above.

Other Services: Your investment for services not included as part of this engagement will be determined based on our standard rates or, depending on the type of engagement, will be identified and presented under a specific engagement letter for that particular service.

Service Guarantee: Our work is guaranteed to the complete satisfaction of the client. If the District is not completely satisfied with any of the services performed by Stratagem PC under this Agreement, we will, at the option of the District refund the price, modify our work, or accept a portion of said price that reflects the District's level of satisfaction. So that we may fulfill our guarantee, you agree to provide us a written explanation of your dissatisfaction within the earlier of 30 days of service delivery or the invoice date. In the absence of a timely written explanation of your dissatisfaction, Stratagem PC will assume that you are satisfied with the services provided.

Conclusion of Engagement: At the conclusion of the engagement, you will be provided with a draft of the financial statements that we will review with management. Should this review result in requested modifications or changes to the information as presented, we will consider the applicability of those changes and, potentially, modify the statements accordingly.

We will not provide you with a final copy of the financial statements and report unless, or until, we have received a representation letter signed by the appropriate member of management.

Document Retention Policy: At the conclusion of this engagement, we will return to you all original records you supplied to us and any other records we deem to be part of your accounting system. Your records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentations, whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you that our records relating to the District are to be destroyed. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that our firm may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements and representation letters, and retain only digital images thereof.

Privacy Policies and Practices: CPAs have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. We do not disclose any nonpublic personal information obtained in the course of our practice except as required by law. Included with this engagement letter is our U.S. Consumer Privacy Notice that explains our privacy policies and practices (see Appendix A).

Subpoena of Documents: As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party in connection with governmental regulations or activities or a legal, arbitration or administrative proceeding (including grand jury investigations), in which we are not a party. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will construe your inaction or failure as consent to comply with the request. Our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Data Transmission: In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards. Some of your data might be transmitted and stored electronically via systems that are not controlled by Stratagem PC - examples include but are not limited to email, use of secure portals such as ShareFile to upload and download your documents, and Adobe Sign to obtain digital signatures. Our policies and procedures, as well as Colorado State statutes, require CPAs to only transmit personally identifiable information utilizing secure methods and we only work with established, reputable companies that have demonstrated their commitment to safeguarding your data. However, there is no guarantee that such data will not be seen by an unintended third party.

Conflicts of Interest: Although we intend to be fair and impartial toward all parties, a conflict of interest may exist between parties. Examples of these types of conflicts of interest include spouses, owners of businesses, and beneficiaries of trusts. Any information we receive from one party that may impact other party(ies) will be made known to all parties; and, for that purpose, you waive the requirements of confidentiality among yourselves and Stratagem PC.

Invoicing, Payment and Disputes: Your investment is determined based on the services we are providing and the value applied to those services. Should any matters come to our attention during the course of our work that would require a modification of your investment, we will notify you immediately.

Our invoices, including progress billings, are due upon presentation. If payment in full is not received within 60 days of the date of the invoice, you agree to pay interest at the rate of 18 percent per annum on any unpaid balance.

All disputes arising under this agreement shall be submitted to mediation. Each party shall designate an executive officer or principal empowered to resolve the dispute. In the event that the designated representatives are unable to agree on a resolution, a mediation service acceptable to both parties shall select a mediator to mediate the dispute. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process in good faith. Our liability for any claims relating to or arising out of our performance of this agreement engagement will be limited to the lesser of any actual damages that may have been caused by our acts or omissions or the amount of the fees that you pay for these services.

Illegal Aliens: We certify that Stratagem PC shall comply with the provisions of C.R.S. 8-17.5-101, et seq.

- A. *Employment or Contracting with Illegal Aliens.* We certify that Stratagem PC does not knowingly employ or contract with an illegal alien to perform work under this engagement letter, or will enter into a contract with a subcontractor that fails to certify to Stratagem PC that such subcontractor does not knowingly employ or contract with an illegal alien to perform work under this engagement letter.
- B. *Verification Regarding Illegal Aliens.* We certify that Stratagem PC 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 Stratagem PC will not 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 Stratagem PC obtains actual knowledge that a subcontractor performing work pursuant to this engagement letter knowingly employs or contracts with an illegal alien, Stratagem PC shall:
 - (i) notify the subcontractor and the District within three (3) days that Stratagem PC has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

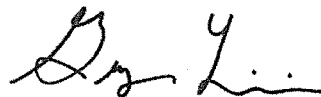
Stratagem PC shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- E. *Duty to Comply with Investigation.* Stratagem PC 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 Stratagem PC 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.* Stratagem PC 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).

I am the principal responsible for the audit engagement. We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you agree with the terms of our engagement as described in this letter, please sign and return it to us. This letter will continue in effect until canceled by either party. Please feel free to call us with any questions you may have.

Sincerely,

STRATAGEM PC



Greg Livin, CPA, CCIFP, CGMA

RESPONSE:

This letter correctly sets forth the understanding of Prairie Center Metropolitan District No. 7 for the year ended December 31, 2019.

Signature _____

Title _____

Date _____

Please return all pages of the signed letter to Stratagem PC.

Appendix A:

U.S. Consumer Privacy Notice

FACTS: WHAT DOES STRATAGEM DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ▪ Social Security number and income ▪ Account balances and transaction history ▪ Credit history and payment history ▪ Other personal and/or business information we receive to assist in providing tax and accounting services
How?	All financial companies need to share clients' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their clients' personal information; the reasons Stratagem chooses to share; and whether you can limit this sharing.

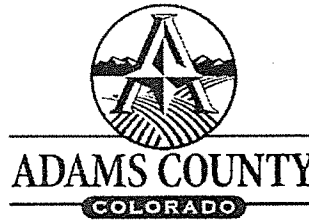
Reasons we can share your personal information	Does Stratagem share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Not applicable	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness	Not applicable	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 303-988-1900 or email us at contact.us@stratagemcpa.com
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Who we are	
Who is providing this notice?	Stratagem PC
What we do	
How does Stratagem protect my personal information	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Some of your data might be transmitted and stored electronically via systems that are not controlled by Stratagem. Examples include but are not limited to email, use of secure portals such as ShareFile to upload and download your documents, and Adobe Sign to obtain digital signatures. Our policies and procedures, as well as Colorado State statutes, require CPAs to only transmit personally identifiable information utilizing secure methods and we only work with established, reputable companies that have demonstrated their commitment to safeguarding your data.
How does Stratagem collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ Provide information in order to prepare your tax return ▪ Provide information in order to prepare personal or business financial statement ▪ Provide information regarding your personal or business financial matters to perform accounting, tax or consulting services
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes - information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ Stratagem PC does not have any affiliates
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ Federal, State and local tax agencies ▪ Third party software and computer support agencies ▪ Professional and/or regulatory entities
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ▪ Stratagem does not have any joint marketing agreements with nonaffiliated financial companies

Ken Musso
ASSESSOR



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

August 25, 2019

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

To ANN E FINN:

Enclosed is the 2019 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, 2019.

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' followed by a stylized flourish.

Ken Musso
Adams County Assessor
KM/cjw

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

Name of Jurisdiction: **306 - PRAIRIE CENTER METRO NO 7**

IN ADAMS COUNTY ON 8/23/2019

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 2019 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$6,820
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$2,933,470
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$2,933,470
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$0.00

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

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

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

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

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2019 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2019

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$10,116,978
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: I	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0

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

DELETIONS FROM TAXABLE REAL PROPERTY:

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

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

I 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, 2019

Data Date: 8/23/2019



CliftonLarsonAllen LLP
www.CLAconnect.com

Accountant's Compilation Report

Board of Directors
Prairie Center Metropolitan District No. 7

Management is responsible for the accompanying budget of revenues, expenditures, and fund balances of Prairie Center Metropolitan District No. 7 for the year ending December 31, 2020, including the estimate of comparative information for the year ending December 31, 2019, and the actual comparative information for the year ended December 31, 2018, in the format prescribed by Colorado Revised Statutes (C.R.S.) 29-1-105 and the related summary of significant assumptions in accordance with guidelines for the presentation of a budget established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the accompanying budget.

The budgeted results may not be achieved as there will usually be differences between the budgeted and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. We assume no responsibility to update this report for events and circumstances occurring after the date of this report.

We draw attention to the summary of significant assumptions which describe that the budget is presented in accordance with the requirements of C.R.S. 29-1-105, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

We are not independent with respect to Prairie Center Metropolitan District No. 7.

Greenwood Village, Colorado
-----, 2019



An independent member of Nexia International

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
SUMMARY
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,

10/11/19

	ACTUAL 2018	BUDGET 2019	ACTUAL 6/30/2019	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCES	\$ (30,301)	\$ -	\$ (1,485,741)	\$ (1,485,741)	\$ 315
REVENUES					
Property taxes	-	377	-	377	163,285
Specific ownership taxes	-	23	-	23	13,050
Facilities fees	6,000	-	27,000	100,000	180,000
Drainage impact fees	-	-	32,060	87,000	275,000
Credit public improvement fees	3,589	-	17,336	50,000	108,000
Add-on public improvement fees	2,871	-	13,868	40,000	90,000
Developer advances	4,873,221	3,084,920	1,510,653	2,250,911	151,145
Working capital fees	-	-	-	2,000	12,000
Operations fees	-	-	-	750	13,500
Rebated city fees	-	-	-	128,000	405,000
Total revenues	4,885,681	3,085,320	1,600,917	2,659,061	1,410,980
Total funds available	4,855,380	3,085,320	115,176	1,173,320	1,411,295
EXPENDITURES					
General Fund	51,841	290,000	28,906	118,000	210,000
Debt Service Fund	-	10	-	5	1,960
Capital Projects Fund	6,289,280	2,795,000	711,927	1,055,000	1,058,000
Total expenditures	6,341,121	3,085,010	740,833	1,173,005	1,269,960
Total expenditures and transfers out requiring appropriation	6,341,121	3,085,010	740,833	1,173,005	1,269,960
ENDING FUND BALANCES	\$ (1,485,741)	\$ 310	\$ (625,657)	\$ 315	\$ 141,335
EMERGENCY RESERVE	\$ -	\$ -	\$ -	\$ -	\$ 1,900
TOTAL RESERVE	\$ -	\$ -	\$ -	\$ -	\$ 1,900

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

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
PROPERTY TAX SUMMARY INFORMATION
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,

10/11/19

	ACTUAL 2018	BUDGET 2019	ACTUAL 6/30/2019	ESTIMATED 2019	BUDGET 2020
ASSESSED VALUATION					
Vacant land	\$ 10	\$ 6,820	\$ 6,820	\$ 6,820	\$ 2,933,470
Certified Assessed Value	\$ 10	\$ 6,820	\$ 6,820	\$ 6,820	\$ 2,933,470
MILL LEVY					
General	0.000	11.055	11.055	11.055	11.132
Debt Service	0.000	44.222	44.222	44.222	44.531
Total mill levy	0.000	55.277	55.277	55.277	55.663
PROPERTY TAXES					
General	\$ -	\$ 75	\$ 75	\$ 75	\$ 32,655
Debt Service	-	302	302	302	130,630
Levied property taxes	-	377	377	377	163,285
Adjustments to actual/rounding	-	-	(377)	-	-
Budgeted property taxes	\$ -	\$ 377	\$ -	\$ 377	\$ 163,285
BUDGETED PROPERTY TAXES					
General	\$ -	\$ 75	\$ -	\$ 75	\$ 32,655
Debt Service	-	302	-	302	130,630
	\$ -	\$ 377	\$ -	\$ 377	\$ 163,285

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

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
GENERAL FUND
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,

10/11/19

	ACTUAL 2018	BUDGET 2019	ACTUAL 6/30/2019	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCES	\$ (11,622)	\$ -	\$ (3,735)	\$ (3,735)	\$ -
REVENUES					
Property taxes	-	75	-	75	32,655
Specific ownership taxes	-	5	-	5	2,600
Developer advances	59,728	289,920	24,081	118,905	151,145
Working capital fees	-	-	-	2,000	12,000
Operations fees	-	-	-	750	13,500
Total revenues	59,728	290,000	24,081	121,735	211,900
Total funds available	48,106	290,000	20,346	118,000	211,900
EXPENDITURES					
General and administrative					
Accounting - recurring	8,310	12,000	8,842	22,000	35,000
Audit	-	1,600	-	1,540	4,500
County Treasurer's fees	-	1	-	1	490
Dues and membership	244	500	314	314	500
Insurance	8,007	9,500	10,548	10,548	12,000
District management	3,979	12,000	3,270	15,000	20,000
Legal services	25,994	20,000	2,527	20,000	30,000
Miscellaneous/Contingency	4,664	9,399	-	6,597	6,910
Election expense	-	-	-	-	1,000
Operations and maintenance					
Landscape maintenance - District Tracts	643	225,000	3,405	25,000	15,000
Repairs and maintenance - District Tracts	-	-	-	-	2,400
Irrigation repairs - District Tracts	-	-	-	-	1,000
Electric - District Tracts	-	-	-	-	1,200
Community management	-	-	-	15,000	20,000
Billing and collection	-	-	-	2,000	8,000
Irrigation repairs - Park	-	-	-	-	1,000
Landscape maintenance - Park	-	-	-	-	18,000
Irrigation water - District Tracts	-	-	-	-	15,000
Total expenditures	51,841	290,000	28,906	118,000	210,000
Total expenditures and transfers out requiring appropriation	51,841	290,000	28,906	118,000	210,000
ENDING FUND BALANCES	\$ (3,735)	\$ -	\$ (8,560)	\$ -	\$ 1,900
EMERGENCY RESERVE	\$ -	\$ -	\$ -	\$ -	\$ 1,900
TOTAL RESERVE	\$ -	\$ -	\$ -	\$ -	\$ 1,900

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

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
DEBT SERVICE FUND
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,

10/11/19

	ACTUAL 2018	BUDGET 2019	ACTUAL 6/30/2019	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ 315
REVENUES					
Property taxes	-	302	-	302	130,630
Specific ownership taxes	-	18	-	18	10,450
Total revenues	-	320	-	320	141,080
Total funds available	-	320	-	320	141,395
EXPENDITURES					
General and administrative					
County Treasurer's fees	-	5	-	5	1,960
Miscellaneous/Contingency	-	5	-	-	-
Total expenditures	-	10	-	5	1,960
Total expenditures and transfers out requiring appropriation	-	10	-	5	1,960
ENDING FUND BALANCES	\$ -	\$ 310	\$ -	\$ 315	\$ 139,435

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

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
CAPITAL PROJECTS FUND
2020 BUDGET
WITH 2018 ACTUAL AND 2019 ESTIMATED
For the Years Ended and Ending December 31,

10/11/19

	ACTUAL 2018	BUDGET 2019	ACTUAL 6/30/2019	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCES	\$ (18,679)	\$ -	\$ (1,482,006)	\$ (1,482,006)	\$ -
REVENUES					
Developer advances	4,813,493	2,795,000	1,486,572	2,132,006	-
Facilities fees	6,000	-	27,000	100,000	180,000
Credit public improvement fees	3,589	-	17,336	50,000	108,000
Add-On public improvement fees	2,871	-	13,868	40,000	90,000
Drainage impact fees	-	-	32,060	87,000	275,000
Rebated city fees	-	-	-	128,000	405,000
Total revenues	4,825,953	2,795,000	1,576,836	2,537,006	1,058,000
Total funds available	4,807,274	2,795,000	94,830	1,055,000	1,058,000
EXPENDITURES					
General and Administrative					
Accounting	14,601	18,000	13,263	18,000	-
Audit	-	2,400	-	2,310	-
District management	5,968	18,000	4,905	15,000	-
Legal services	38,992	30,000	3,791	15,000	-
Miscellaneous/Contingency	-	49,864	-	14,690	993,000
Capital Projects					
Project management fee	225,046	68,736	32,140	40,000	40,000
Project management fee interest	6,568	8,000	9,178	20,000	25,000
Village 1 park	1,528,367	600,000	445,382	700,000	-
Village 1 collector roads	4,442,900	2,000,000	171,950	190,000	-
Village 1 storm drainage	26,838	-	31,318	40,000	-
Total expenditures	6,289,280	2,795,000	711,927	1,055,000	1,058,000
Total expenditures and transfers out requiring appropriation	6,289,280	2,795,000	711,927	1,055,000	1,058,000
ENDING FUND BALANCES	\$ (1,482,006)	\$ -	\$ (617,097)	\$ -	\$ -

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

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

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

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

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

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

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

Revenues

Developer Advances

The District is in the development stage. As such, the operating and administrative as well as capital expenditures will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

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.

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues – (continued)

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

The change in assessment ratio from 7.2% to 7.15% allows the District to adjust its mill levy to offset the decrease in revenues. Accordingly, the District adjusted its mill levy to 11.132 for operations and 44.531 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 8% of the property taxes collected.

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.

Expenditures

General, Administrative and Operating Expenditures

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. Operating expenditures include landscaping maintenance costs.

Treasurer's Fees

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

Capital Outlay

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

Debt and Leases

The District has no outstanding debt, nor any operating or capital leases.

This information is an integral part of the accompanying budget.

RESOLUTION NO. 2019 - 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
TO ADOPT THE 2020 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 2020 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, 2019, 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 14, 2019, 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 2020 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 14th day of November, 2019.

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 2020, duly adopted at a meeting of the Board of Directors of the Prairie Center Metropolitan District No. 7 held on November 14, 2019.

By: _____
Secretary

RESOLUTION NO. 2019 - 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 2020 annual budget in accordance with the Local Government Budget Law on November 14, 2019; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2020 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 2020 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

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

ADOPTED this 14th day of November, 2019.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

RESOLUTION NO. 2019-11-_____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
CALLING A REGULAR ELECTION FOR DIRECTORS
ON MAY 5, 2020**

A. The terms of the offices to which Directors Wendy J. Burke, Richard Merkel, Michelle Roberts, and Brandon Schenberg have previously been appointed expire upon their re-election, or the election of their successors at the regular election, to be held on May 5, 2020 (the “**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 next regular election, to occur May 3, 2022, and two (2) Directors to serve until the second regular election, to occur May 2, 2023.

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

1. Date and Time of Election. The Election shall be held on May 5, 2020, between the hours of 7:00 a.m. and 7:00 p.m. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, two (2) Directors shall be elected to serve until the next regular election, to occur May 3, 2022, and two (2) Directors shall be elected to serve until the second regular election, to occur May 2, 2023.

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. 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 28, 2020).

6. Self-Nomination and Acceptance Forms. Self-nomination and acceptance forms are available at the office of the Designated Election Official located at the above address. All candidates must file a self-nomination and acceptance form with the Designated Election Official no later than 3:00 p.m. on February 28, 2020.

7. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 p.m. on March 3, 2020, 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.

8. 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.

9. 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.

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

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION CALLING A
REGULAR ELECTION FOR DIRECTORS ON MAY 5, 2020]**

RESOLUTION APPROVED AND ADOPTED on November 14, 2019.

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 7**

By: _____
President

Attest:

Secretary

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT REGARDING
FACILITIES FEE COLLECTION**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT REGARDING FACILITIES FEE COLLECTION ("First Amendment") is entered into to be effective as of September 4, 2019, by and among **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 2 ("District No. 2")**, **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3 ("District No. 3")**, **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 4 ("District No. 4")**, **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 5 ("District No. 5")**, **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 6 ("District No. 6")**, **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7 ("District No. 7")**, **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 8 ("District No. 8")**, **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 9 ("District No. 9")** and **PRAIRIE CENTER METROPOLITAN DISTRICT NO. 10 ("District No. 10")** (each of District Nos. 2-10, individually, a "District" or "Party" and, collectively, the "Districts" or "Parties").

RECITALS

- A. The Districts are parties to that certain Intergovernmental Agreement Regarding Facilities Fee Collection, dated November 13, 2007 ("**Agreement**"), whereby the Districts agreed to the process for imposing, collecting and remitting Facilities Fees.
- B. District No. 9 intends to pursue dissolution, pursuant to Section 32-1-701 *et seq.*, C.R.S.
- C. The Districts desire to acknowledge District No. 9's intent to dissolve, and to release District No. 9 from any rights, duties or obligations under the Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

- 1. All terms which are not defined herein shall have the same meaning as set forth in the Agreement.
- 2. The Districts have determined that District No. 9 has no outstanding financial obligations to any of the other Districts.
- 3. The Districts have concluded that is in the best interests of the current and future electors, taxpayers and constituents of the Districts that District No. 9 be dissolved.
- 4. The Districts hereby acknowledge District No. 9's intent to dissolve, and release District No. 9 from any rights, duties or obligations under the Agreement.

5. Except as expressly set forth in this First Amendment, all provisions of the Agreement remain unchanged and in full force and effect, valid and binding on the parties thereto.

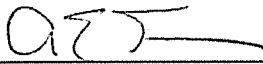
[SIGNATURE PAGES FOLLOW]

**[SIGNATURE PAGE 1 OF 2 TO FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT REGARDING
FACILITIES FEE COLLECTION]**

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

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 2**

Attest:



Secretary

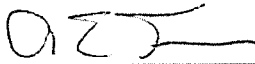
By:



President

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 3**

Attest:



Secretary

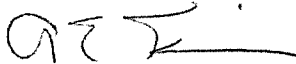
By:



President


**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 4**

Attest:



Secretary

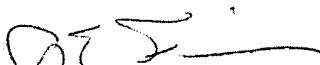
By:



President

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 5**

Attest:



Secretary


By:



President

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 6**

Attest:



Secretary

By:

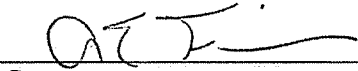


President

[SIGNATURE PAGE 2 OF 2 TO FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT REGARDING
FACILITIES FEE COLLECTION]

PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 7

Attest:



Secretary

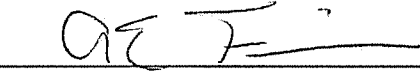
By:



President

PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 8

Attest:



Secretary

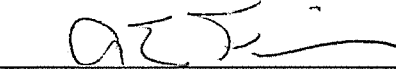
By:



President

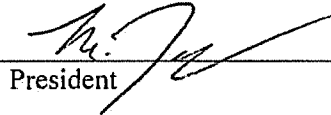
PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 9

Attest:



Secretary

By:



President

PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 10

Attest:



Secretary

By:



President

RESOLUTION NO. 2019-11-_____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF PRAIRIE CENTER
METROPOLITAN DISTRICT NO. 7 ACKNOWLEDGING THE DISSOLUTION OF
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 9**

A. Prairie Center Metropolitan District No. 7 (“**District No. 7**”) and Prairie Center Metropolitan District No. 9 (“**District No. 9**”) are quasi-municipal corporations and political subdivisions of the State of Colorado which operate pursuant to Service Plans approved by the City of Brighton, Colorado (collectively, the “**Districts**”).

B. District No. 7 has determined that District No. 9 has no outstanding financial obligations to District No. 7.

C. Part 7 of the Special District Act, Title 32, Article 1, C.R.S. (“**Dissolution Statute**”) permits dissolution of a special district where a majority of the members of the board of the special district deems it to be in the best interest of the district to be dissolved.

D. The Districts have concluded that is in the best interests of the current and future electors, taxpayers and constituents of the Districts that District No. 9 be dissolved.

E. District No. 9 was dissolved, pursuant to the requirements of the Dissolution Statute, effective as of September 26, 2019.

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

1. The Board of Directors of District No. 7 (the “**Board**”) hereby acknowledges and consents to any actions performed by District No. 9 to accomplish dissolution, including but not limited to, the withdrawal from or termination of any agreement to which District No. 7 and District No. 9 may both be parties.

2. The Board hereby acknowledges the dissolution of District No. 9, effective as of September 26, 2019.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION ACKNOWLEDGING THE DISSOLUTION OF
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 9]**

RESOLUTION APPROVED AND ADOPTED on November 14, 2019.

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 7**

By: _____
President

Attest:

Secretary

PRAIRIE CENTER METROPOLITAN DISTRICT No. 7
Community Management Report

Architectural Reviews:

- 2 reviews have been received year to date, one for landscaping and one for fencing.

Inspection Updates:

- General inspection was conducted on October 22nd. These will be occurring once per month in the winter months and twice per month in the summer.

General Notes:

1. We currently have 5 homeowners. We have sent out the CC&Rs and the Design Guidelines to them.
2. Trash service has been set up for those homes that have closed.
3. All of the homeowners we have talked to have been very nice!



October 7, 2019

Prairie Center Metro District No. 7
c/o SDMS
141 Union Blvd. Suite 150
Lakewood, CO 80228

Denver Office
David A. Firmin
Direct 303.991.2028
dfirmin@altitude.law

Re: Altitude Community Law P.C. Legal Services Proposal for Prairie Center Metro District No. 7

Dear Board of Directors:

Thank you for your interest in the legal services we can provide for your association. Enclosed are materials describing our experience, philosophy, services and fees. We offer a variety of fee programs, including flat fees and retainers, to suit the needs of individual associations. To determine what fee program may best suit Prairie Center Metro District No. 7, please give me a call after you have had a chance to review the enclosed material.

How we will work with you. Our experience enables us to partner with your association and your team to provide tailored, creative solutions that best meet the association's unique needs. As the trusted leader in community association law in Colorado, we have over 100 years combined experience and have successfully represented more than 2,000 associations. We make every effort to understand your issues and constraints and will alert you when we see an opportunity or potential problem that is beyond the association's immediate need, while keeping your budget in mind.

Value-added benefits of partnering with Altitude Community Law P.C. We are committed to providing our clients with up-to-date information, education and tools to help you govern your community proactively and positively. We offer education programs designed exclusively for board and committee members. The 2019 education schedule is available on our website, www.altitude.law/education. From our website you also may register for our blog, webinars and e-newsletter, to keep up-to-date on current issues that may impact your association.

Next steps. If you desire to hire our firm, please complete and return the 2020 Legal Services and Fee Summary Agreement. To take advantage of our retainer program, check the appropriate retainer box on page 4 of the Agreement.

Feel free to contact me with questions or comments after you've had an opportunity to review the enclosed materials. We would be happy to attend a board meeting to meet you, listen to your concerns and discuss how we can assist your association.

Sincerely,

David A. Firmin
Altitude Community Law P.C.

DAF/ck
Enc.



2020 LEGAL SERVICES AND FEE SUMMARY AGREEMENT

The following is a summary of the fees and charges for the various legal services offered by Altitude Community Law.

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 now offer two retainer packages to better fit your needs.

BASIC RETAINER SERVICES AND BENEFITS

For a yearly fee of \$2,460 payable monthly at \$205 per month, retainer clients receive the following legal services and benefits without further charges:

Unlimited Telephone Consultations. We will engage in unlimited telephone consultations 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. Written consultations and communications, such as faxes, emails, and correspondence 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.

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 paralegals.

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. 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 you request us to do so.

Availability and Priority. We guarantee attorney availability to you, including after hours, via cell phone, and that your work will have priority over non-retainer clients.

PREMIUM RETAINER SERVICES AND BENEFITS

For a yearly fee of \$6,000, payable monthly at \$500 per month, we will provide the following legal services and benefits without further charges:

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

Email Exchanges. We will communicate with your delegated board member and the association's manager via email up to 90 minutes every month which includes minor research.

Attendance at two Board Meetings per year. At your request, we will attend a total of two board meetings per twelve month period for up to one hour each. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

CUSTOMIZED RETAINER OPTION

Many of our clients are on a customized retainer to address their specific needs and circumstances. We will be happy to work with you to develop a customized retainer and provide you with a fixed fee quote. Please talk to your primary attorney.

RETAINER SERVICES GENERALLY

We will send notices of renewal of retainers annually. Upon expiration, the retainer will automatically be renewed on a monthly basis until we receive a notice to terminate.

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 has been agreed to in advance, such as collection matters or amendment of documents. Our hourly rates for 2020 non-retainer clients are \$95 - \$120 for paralegals/legal assistants, \$300 - \$330 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 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.

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.

RESPONSE REQUIRED

If you desire to engage our services, please indicate below which type of service you prefer by checking the appropriate box, execute the acceptance and return it to us via mail, e-mail or fax.

Please select one from the General Legal Services column:

General Legal Services (Select One):

- ☐ Basic Retainer Services
- ☐ Premium Retainer Services
- ☐ Custom Retainer Option
- ☐ Non-Retainer

Collection Services:

Please see attached Fee Structure

Billing Preference:

- ☐ Paper and Mailed
- ☐ Electronic and Emailed

Email address: _____
(please note, only one email address per management company or self-managed association will be used)

Agreed to and accepted this ____ day of _____, 20____.

Print Association Name

By: _____
President/Manager



EXHIBIT A TO FEE SUMMARY AGREEMENT FOR 2020 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: - \$350 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 - \$80

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 - \$105

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 - \$105 (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 - \$75-175 (each)

In the event an owner wishes to pay their balance due over time exceeding 6 months, 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.

Motions - \$100-125

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 - \$100

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 - \$195 (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 - \$180 Chapter 7; \$300 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: \$395

Motion for Relief from Stay: \$595

Objection to Plan: \$195

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

Assessment Increase Notice - \$200

We prepare notice to the bankruptcy court of any increase in the ongoing debt owed to the association upon receipt of notice from you, including filing a proof of claim and letter to the 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) - \$295 initial, then hourly. Court 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 that foreclosure be considered as a viable collection remedy in all problem cases. Our fee is based on the complexity of your circumstances and should reflect the value you will receive from the monetary result 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.



BOARD OF DIRECTORS ROSTER

Please complete and email to hoalaw@altitude.law, fax to 303.991.2073 or mail to 555 Zang Street, Suite 100, Lakewood, CO 80228-1011.

This information will be used for communication (correspondence, newsletters, etc.) between our firm and you. It will not be released outside of our firm. Thank you.

Association Name: _____ Date: _____

Website: _____

Board Meeting: _____

Month of Annual Meeting: _____

PRESIDENT			
Name			Phone Number(s)
Mailing Address		(H)	(C)
City, State, Zip:		(W)	Fax:
Email Address			
I do not want to receive: E-newsletter Blog Periodic Client Alerts		Term Expires (mo/yr):	

VICE PRESIDENT			
Name			Phone Number(s)
Mailing Address		(H)	(C)
City, State, Zip:		(W)	Fax:
Email Address			
I do not want to receive: E-newsletter Blog Periodic Client Alerts		Term Expires (mo/yr):	

SECRETARY			
Name			Phone Number(s)
Mailing Address		(H)	(C)
City, State, Zip:		(W)	Fax:
Email Address			
I do not want to receive: E-newsletter Blog Periodic Client Alerts		Term Expires (mo/yr):	

TREASURER			
Name			Phone Number(s)
Mailing Address		(H)	(C)
City, State, Zip:		(W)	Fax:
Email Address			
I do not want to receive: E-newsletter Blog Periodic Client Alerts		Term Expires (mo/yr):	

MEMBER/ADDITIONAL BOARD MEMBER			
Name			Phone Number(s)
Mailing Address		(H)	(C)
City, State, Zip:		(W)	Fax:
Email Address			
I do not want to receive: E-newsletter Blog Periodic Client Alerts		Term Expires (mo/yr):	



SERVING HOMEOWNERS ASSOCIATIONS

Altitude Community Law P.C. is the premier law firm which serves legal needs of community associations. More than 1800 associations throughout Colorado have chosen us to guide them through the formation, transition and operation of their organizations. Our association clients include condominium, townhome and detached single family associations across the country.

Communities ranging in size from two units to more than 90,000 units enjoy the personal attention we provide, along with the depth and breadth of knowledge that only years of experience can yield. More than any law firm, we focus on homeowners associations and covenant controlled communities. We have prepared in excess of 500 sets of rules and architectural control guidelines and assisted over 500 associations in amending or restating their legal documents.

With several offices throughout Colorado, we are able to service our clients in a timely, efficient, and responsive manner.

OUR TEAM

Altitude Community Law was founded in 1988. Our attorneys work as a team to help you in the formation of a new community association, in running your existing homeowners association, or resolving disputes involving your association. Adding to the firm's 100 plus years of combined experience are attorneys Elina B. Gilbert, Melissa M. Garcia, David A. Firmin, David A. Closson, William H. Short, Debra J. Oppenheimer, Kiki N. Dillie, Jeffrey B. Smith, Maris S. Davies, Kate M. Leason, Amanda K. Ashley, Kelly K. McQueeney, Caitlin La Luz, Azra Z. Taslimi, and Sheridan Classick.

CLIENT SERVICE - OUR NUMBER ONE PRIORITY

Each member of our firm is committed to providing you with the best legal representation in our field at competitive rates that fit your budget. We also understand that each client has different needs and expectations, and good client servicing is in the eyes of the client, not in the eyes of the firm.

That's why we're committed to getting to know the board members of your association so that we can understand and meet your needs. By returning your calls promptly, communicating with you regularly, and offering various educational workshops annually, we are always looking for ways to better serve you and to exceed your expectations in a law firm.

By working with you, we can help you accomplish your goals on behalf of your association, and we can make your role as a board member easier by providing you with the tools you need to do your job effectively.

PREVENTION - THE BEST LEGAL APPROACH

The first and best legal solution is preventing disputes and other legal problems. With a strong emphasis on prevention, we draw from our experience to help you lay a proper foundation for the future and avoid costly and destructive pitfalls. This is so important to our clients that we have developed Legal

and Insurance Audit programs, which are described in our Retainer and Fee Summary Agreement.

While we emphasize prevention, we are also fully prepared to fight for your cause if the need arises. We can represent you to resolve disputes through mediation, arbitration or litigation.

COUNSEL FOR ASSOCIATIONS AT ALL STAGES

We advise associations at all stages of growth; from pre transition to the mature association. Many areas of law converge to govern community associations. We can help you address issues at all stages of a homeowner association's development. In addition to our experience, we have been an advocate for community associations at the Capitol. Our attorneys serve on the Legislative Action Committee for CAI and are aggressively involved in monitoring and testifying in the legislature concerning bills affecting community associations.

COMMUNITIES IN TRANSITION

One of the most pivotal times for a community association is during its transition from developer to homeowner control.

TRANSITION OF CONTROL

The developer controls a common interest community during its formation. As lots or units are sold, transition from developer to homeowner control begins, with owners bearing the responsibility for the association's operation. Ideally this is a process rather than an isolated event. Over time, owners gradually become involved in the governance of the association. Altitude Community Law has assisted more than 425 associations with this process making for a smooth and problem-free transition.

THE MATURE COMMUNITY ASSOCIATION

Mature associations function best when they provide services to owners (as set forth in the governing legal documents) and responsibly enforce their governing documents and anticipate changing needs.

REVIEWING, AMENDING AND INTERPRETING DOCUMENTS

By periodically reviewing, amending or revising your association's articles of incorporation, bylaws, covenants, and rules, Altitude Community Law can help you build a strong, legally-sound foundation for your community. We can assist you by understanding your goals and redrafting, writing or amending rules, architectural control guidelines and covenants that address your association's needs within the framework of local, state and federal laws. We can also aid you in the proper interpretation and clarification of your governing documents.

COVENANT ENFORCEMENT

Two principles apply when addressing enforcement of covenants and rules. Covenants and rules must be carefully written to be enforceable and must be enforced consistently to retain their strength. The same principles apply when dealing with architectural control or design enforcement. At Altitude Community Law, we can assist you in these important areas through use of our alternate dispute resolution services, or if need be, through our litigation services.

CREATIVE
PROBLEM
SOLVING

We've handled a wide variety of covenant enforcement issues, and have achieved many successes for our association clients. From painting and landscaping, to pets and parking, we have experience with virtually every imaginable covenant violation. While our goal is to resolve disputes outside of court, when litigation is necessary, we're strong advocates for homeowners associations. Not only do we have years of courtroom experience, but we also have years of industry experience—insight that enables us to utilize creative solutions, as well as anticipate the challenges of a covenant violation lawsuit.

DEBT
RECOVERY

Financial well-being hinges on timely collection of association assessments and other charges. In addition to traditional methods of collections such as demand letters, liens, and personal lawsuits, we have developed successful alternatives to help you collect assessments when traditional methods fail, including the use of receiverships and foreclosures. In the last two years, we've collected over \$9 million in delinquent assessments and fees for the associations we represent. No other firm can claim this degree of success. We are also the first firm to provide clients with online status reports of their collection accounts. The information is real-time account history accessed through a secure online system.

INSURANCE
AUDIT

At every stage of an association's maturity, it is important that the association have adequate insurance not only for the structures and improvements, but also for the board of directors. We can review your current policies for adequate coverage and to determine if your coverage complies with the requirements in your governing documents.

An association that isn't properly insured for general liability and property coverage, director and officer coverage, fidelity insurance, and gap coverage may be susceptible to lawsuits filed by owners. Our insurance audit can assist your association not only by determining any weaknesses in your coverage, but by recommending a more comprehensive insurance plan that will meet your needs and budget.

DISPUTE
RESOLUTION/
LITIGATION

We emphasize prevention of legal problems through thoughtful and thorough advice and counsel given prior to taking action or entering into transactions. When a legal problem does arise, we will assist you in finding the most practical and cost-effective solution. Our trial attorneys are not only experienced, but also have a long track record of winning in the courtroom. Our goal is to resolve disputes outside of court whenever possible, and all Altitude Community Law attorneys have had formal training in mediation and negotiation.

But when a resolution cannot be found, we bring our extensive litigation experience to bear on behalf of our clients. We assess with you the benefits of litigation and weigh them against the costs and risks.

A wide variety of problems and needs come up in the course of governing and operating a homeowners association. Often the solution is not obvious. We enjoy taking both a creative and

proactive approach and working with you to find legal solutions that allow you to do what your association wants to do. Altitude Community Law has gained a reputation for using ground-breaking methods and solving old problems in refreshing new ways.

Pertinent examples of such creative problem solving include:

- Negotiated and closed the first bond financing in the country by a homeowners association of 15 million dollars for various capital improvements.
- Negotiated and drafted a favorable annexation agreement that provided for substantial payment to the association.
- Identified and implemented procedures to collect working capital contribution from developer for use by association in a build-out community.
- Amended legal documents for a condominium community to create and sell a unit out of the common elements, with the proceeds going to the Association.
- Consolidated two associations into one, eliminating duplicate costs and overhead.

From the beginning of our relationship with you, we welcome an open dialogue about the subject of fees and costs. We know how essential legal services are to your successful operation. We also know you must work within an established budget.

FINANCIAL CONSIDERATIONS

We have made every effort to package our services in a meaningful way that reflects their value to you. We strongly urge all associations to elect to be on our popular retainer program. The retainer program reduces your association's legal expenditures and simplifies the budgeting process by establishing a fixed monthly fee. Your fee purchases the essential legal services your association requires, making us available to you as needed. As an alternative to hiring us on an hourly basis, fees are frequently quoted on a flat or fixed fee basis.

HOW WE CHARGE FOR OUR SERVICES

We will work with you to select from these convenient options, or to create an alternative arrangement tailored to suit your needs.



Managing Partner



David A. Firmin :: Shareholder

Education: University of Denver (B.A., 1991); University of Denver (J.D., 1998).

Member: Colorado Bar Association; Colorado Bar Association; Community Associations Institute.

Practice Areas: Condominium and Homeowners' Association Law.

Debt Recovery



Kiki N. Dillie :: Attorney- Debt Recovery Department Head

Education: University of Colorado (B.A. 2002); University of Colorado School of Law (J.D. 2008).

Member: Colorado Bar Association; Community Associations Institute.

Practice Areas: Debt Recovery (collections).



Amanda K. Ashley :: Associate

Education: Central Methodist University (B.A. 2000); Marquette University Law School (J.D. 2004).

Member: Colorado Bar Association; Adams County Bar Association; Community Associations Institute; Wisconsin Lawyers Assistance Program; Wisconsin Law Foundation Fellow; Board of Directors: Non Resident Lawyer Division WI.

Practice Areas: Debt Recovery (collections).

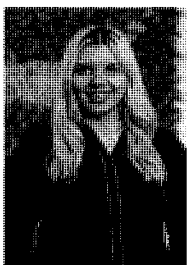


Caitlin LaLuz :: Associate

Education: University of North Carolina (B.A. 2014); Charlotte Law School (J.D. 2016).

Member: Colorado Bar Association; Denver Bar Association.

Practice Areas: Debt Recovery (collections).



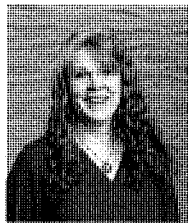
Sheridan Classick :: Associate

Education: Metropolitan State University of Denver (B.A. 2015); Gonzaga School of Law (J.D. 2018).

Member: Colorado Bar Association; Denver Bar Association.

Practice Areas: Debt Recovery (collections).

Covenant Enforcement/ Litigation

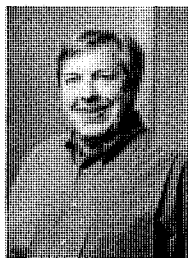


Debra J. Oppenheimer :: Partner

Education: Metropolitan State College (B.S., 1986); University of Texas (J.D., 1989).

Member: Colorado Bar Association; Community Associations Institute.

Practice Areas: Covenant and Rule Enforcement Litigation; Insurance Defense; Civil Litigation; Contract Disputes; Fair Housing Law.



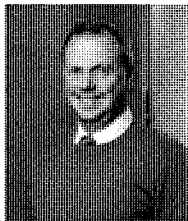
William ("Bill") H. Short :: Partner

Education: University of Vermont (B.A., 1979); Emory University School of Law (J.D., 1982).

Member: Colorado Bar Association; Denver Bar Association; Community Associations Institute.

Practice Areas: Insurance Defense; D&O Liability; Construction Law; Civil Litigation; Contract Disputes; Fair Housing Law; Covenant and Rule Enforcement Litigation.

Foreclosure/ Litigation



Jeffrey B. Smith :: Partner

Education: Providence College (B.A. 2005); University of Denver College of Law (J.D., 2008).

Member: Colorado Bar Association; Denver Bar Association; Community Associations Institute.

Practice Areas: Covenant and Rule Enforcement Litigation; Insurance Defense; Civil Litigation; Contract Disputes; Fair Housing Law.



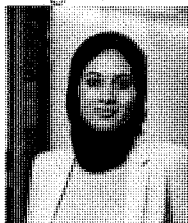
Kate M. Leason :: Associate

Education: University of Central Florida (B.A., 1987); University of South Florida (M.L.S. 2003); Barry University, Dwayne O'Andreas School of Law (J.D., 2008).

Member: Colorado Bar Association; Denver Bar Association; Community Associations Institute; American Association of Law Libraries.

Practice Areas: Debt Recovery (collections).

Litigation



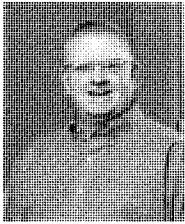
Azra Z. Taslimi :: Associate

Education: State University of New York at Albany (B.A., 2004); State University of New York at Buffalo (J.D., 2007)

Member: Colorado Bar Association; Community Associations Institute

Practice Areas: Litigation.

Transactional

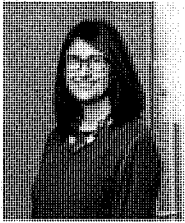


David A. Closson :: Shareholder

Education: Colorado State University (B.A., 1995); University of Colorado (M.B.A., 2002); University of Colorado (J.D., 2002).

Member: Community Associations Institute.

Practice Areas: Business; Condominium and Homeowners' Association Law.

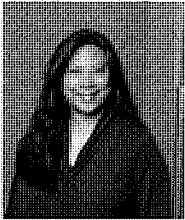


Elina B. Gilbert :: Shareholder

Education: University of Michigan, Ann Arbor, Michigan (B.A., 1993); University of Detroit Mercy School of Law (J.D., Cum Laude, 1997).

Member: American Bar Association; Michigan Bar Association; Community Associations Institute; College of Community Association Lawyers.

Practice Areas: Condominium and Homeowners' Association Law.



Melissa Garcia :: Shareholder

Education: University of Nevada, Reno (B.A., 1996); California Western School of Law (J.D., 1999).

Member: Community Associations Institute.

Practice Areas: Condominium and Homeowners' Association Law.

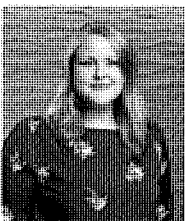


Maris S. Davies :: Associate

Education: Ithaca College (B.S., 2001); University of Denver (J.D., 2009).

Member: Colorado Bar Association; Community Association Institute.

Practice Areas: Condominium and Homeowners' Association Law.



Kelly K. McQueeney :: Associate

Education: University of Colorado (B.A. 2007); University of Denver Sturm College of Law (J.D. 2012).

Member: Colorado Bar Association; Community Associations Institute.

Practice Areas: Condominium and Homeowners' Association Law.

LIGHTING INSPECTION AGREEMENT EXTERIOR

Customer: Prairie Center Metropolitan District #7
c/o Special District Management Services, Inc.
Attn: Ann Finn
Billing Address: 141 Union Blvd, Suite 150
Lakewood, CO 80228

This agreement made this _____ day of _____, 2019, by and between **Colorado Lighting, Inc.** (hereinafter referred to as **Contractor**) and **Prairie Center Metropolitan District #7 c/o Special District Management Services, Inc.** (hereinafter referred to as **Customer**) hereby states:

1. The Contractor agrees to inspect the **Prairie Center Metropolitan District #7** property located at **Eagle Blvd and Peregrine Drive, Brighton, CO 80601** in **Adams County**, for all wall-pack and soffit lighting, parking lot lighting and monument signage.
2. The Contractor agrees to inspect the property once per month for the fee as shown below and return during normal business hours to complete repairs on a time and materials basis. A log is created for the exterior lighting, which will indicate repaired outages. Invoices will correspond with the provided map, showing numbered locations.
3. The Contractor agrees to verify all the time clock settings and to adjust accordingly:

March	ON	5:30 pm*	OFF	7:00 am
April		7:00 pm		6:00 am
June		8:00 pm		5:30 am
August		7:00 pm		6:30 am
September		6:30 pm		7:00 am
October		5:30 pm		7:30 am
November		4:30 pm*		7:30 am

*Adjustment for Daylight Savings/Standard Time change

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

4. Both Parties agree that 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 control.
5. The Customer agrees to pay the sum of **\$20.00** per month for services specified herein. Modifications to property lighting configuration can affect monthly fee and is subject to change with a 30-day notice. For example: remodel or upgrade.

6. This agreement shall be in effect upon completion of the Contractor's initial repair program and shall remain in full force and effect for a period of twelve (12) months from such time and shall continue for additional like periods, with a cost-of-living increase, unless notice of termination, with cause, is given in writing by either party thirty (30) days prior to the end of the month.
7. The Contractor agrees to carry Workman's Compensation and adequate Public Liability insurance for protection of the Customer. A copy of our standard insurance certificate is available upon request. A surcharge will be applied for any additional insurance requirements.
8. There are no warranties, express or implied, between the Parties hereto except as set forth herein and shall become binding only when accepted and signed by an Officer of the Contractor.
9. All spent material will be removed from the Customer's premises for disposal. Contractor 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 are based on type and weight. All records of disposal will be kept on file by Contractor.
10. The information contained in the Agreement and associated with this Agreement, including but not limited to site maps or inspection logs, is privileged and confidential and intended only for the use of the individual named on this document. Any unauthorized review, use, disclosure, or distribution is prohibited and could result in monetary damages.

Accepted:

**Prairie Center Metropolitan District #7
c/o Special District Management Services, Inc.**

By:

Title:

Date:

Accepted:

Colorado Lighting, Inc.

By:

_____ *Chris Frank*

Title:

_____ Chief Operations Officer

Date:

_____ November 7, 2019

2019 Hourly Labor Rates

Effective 7-1-2019

Lighting Tech with fully-stocked service van	\$ 69.50
A. Fully-stocked 40' aerial bucket truck	\$ 27.50 add on
B. Fully-stocked above 40' aerial truck	\$ 39.50 add on
C. Lift with trailer	\$ 27.50 add on
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

'These rates are subject to change'



Special District
Management
Services, Inc.

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

MEMORANDUM

TO: Board of Directors
FROM: Deborah D. McCoy
President
DATE: June, 2019
RE: Notice of Rate Restructuring

In accordance with the Management Agreement ("Agreement") between the District and Special District Management Services, Inc. ("SDMS"), as of August 1, 2019, the hourly rates described in Article III for all services provided by SDMS shall be subject to the following rate restructuring schedule.

District Management & Administration:

Senior Managers and Managers	\$140.00 - \$190.00
Assistant Managers & Admin. Coordinators	\$115.00 - \$150.00

Finance & Accounting:

Senior Accountants and Accountants	\$130.00 - \$160.00
Assistant Accountants & AP Coordinators	\$110.00 - \$150.00

Utility Billing Service:	\$65.00
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Operations, Maintenance and Field Services:	\$75.00 - \$95.00
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Community Management:

Managers and Assistant Managers	\$ 95.00 - \$140.00
Administrative Support	\$ 75.00 - \$140.00

SDMS is one of the few consultants that has not adopted a variable rate structure. We hope you will understand that, in order to keep up with the changes in our industry, it is beneficial to implement this rate restructuring so that we may continue to provide the best and most efficient management services you expect from SDMS.

We look forward to serving you for many years to come. Please feel free to speak directly with your current District Manager if you have questions.