

LINCOLN STATION METROPOLITAN DISTRICT

8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Wednesday, November 10, 2021
TIME: 10:00 a.m.
LOCATION: CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Nathan Melchior	President	May, 2022
VACANT	Secretary/Treasurer	May, 2023
VACANT	Assistant Secretary	May, 2023
VACANT	Assistant Secretary	May, 2022
VACANT	Assistant Secretary	May, 2022

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notices, designate 24-hour posting location (9380 Station Street, Lone Tree, Colorado 80124).
- D. Public Comment.

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

II. CONSENT AGENDA

These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests; in which event, the item(s) will be removed from the Consent Agenda and considered in the Regular Agenda.

- 1. Consider approval of November 11, 2020 Special Meeting Minutes (enclosure).

2. Consider approval and/or ratify claims totaling \$499,171.92 (enclosure).
3. Ratify approval of Consulting Services Agreement with Mulhern MRE, Inc. for professional consulting and engineering services (enclosure).
4. Ratify approval of Services Agreement with Conserve-A-Watt Lighting, Inc. (enclosure)
5. Ratify approval of Designation of Member Representative and Alternate Member Representative for the Colorado Special Districts Property and Liability Pool (enclosure).
6. Ratify approval of 2020 Audit Extension, the 2020 Audit, and submissions.
7. Ratify First Amendment to General Maintenance Services Contract with CDR Construction, LLC (enclosure).
8. Ratify approval of Second Amendment to General Maintenance Services Contract with CDR Construction, LLC (enclosure).
9. Ratify Bradbury Transit Village Development Agreement Estoppel Certificate (enclosure).
10. Ratify License Agreement with Seven Point Construction, Inc. (enclosure).
11. Consider approval and/or ratify the following Agreements for 2021-2022 services:
 - a. 2021 Security Services Contract with Advantage Security, LLC (enclosure).
 - b. 2022 Security Services Contract with Advantage Security, LLC, effective January 1, 2022 (enclosure).
 - c. Snow Management Services Contract with Snow Management Services, LLC, effective January 1, 2022 (enclosure).
 - d. Janitorial Services Contract with Roth Property Maintenance, LLC, effective January 1, 2022 (enclosure).
 - e. General Maintenance Services Contract with CDR Construction, LLC, effective January 1, 2022 (enclosure).
 - f. Work Order Contract with Bristol Botanics, Inc. for 2021 exterior holiday décor (enclosure).
 - g. Landscaping Services Contract with Brightview Landscape Services, Inc. for 2022 landscaping maintenance (enclosure).

III. FINANCIAL MATTERS

- A. Review and consider acceptance of September 30, 2021 Unaudited Financial statements and Cash Position Report (enclosure).

- B. Conduct Public Hearing on the proposed 2022 Budget and consider adoption of Resolution No. 2011-11-__ to Adopt the 2022 Budget, Appropriate Sums of Money and Set Mill Levies (enclosures).
- C. Discuss statutory requirements for an audit. Consider approving audit engagement with Wipfli, LLP for 2021 audit services (to be distributed).
- D. Discuss and consider approval of correspondence to the City of Centennial re Lot Line Vacation (enclosures).
- E. Other.

IV. LEGAL MATTERS

- A. Review and consider adoption of Resolution No. 2021-11-__ Annual Administrative Resolution (enclosure).
 - i. Regular Meeting Date/Location.
- B. Review and consider adoption of Resolution No. 2021-11-__ A Resolution Designating an Official Custodian and a Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S. (enclosure).
 - i. Official Custodian Adoption of Rules Related to Requests for Inspection of Public Records Pursuant to The Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S. (enclosure).
- C. Consider adoption of Resolution No. 2021-11-__ Calling a Regular Election for Directors on May 3, 2022, appointing the DEO and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election (enclosure). Self-Nomination and Acceptance Forms are due by February 25, 2022. Discuss need for ballot issues and/or questions.
- D. Consider approval of Termination of Private Vehicular and Pedestrian Access Easement (enclosure).
- E. 2021 Legislative Report (enclosure).
 - i. Discuss creation of website for new legislation requirement (enclosure).
- F. Consider engagement of Icenogle Seaver Pogue, P.C. for 2022 legal services (enclosure).
- G. Other.

V. MANAGER MATTERS

- A. Consider approval of CliftonLarsonAllen LLP Master Service Agreement and related statements of work (enclosure).

B. Discuss vacant Board positions.

C. Other.

VI. DIRECTOR MATTERS

A. Other.

VII. OTHER BUSINESS

A. Other

VIII. ADJOURNMENT

The next regular meeting is scheduled for November 9, 2022 at 10:00 a.m. at the offices of CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado.

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
LINCOLN STATION METROPOLITAN DISTRICT
HELD
NOVEMBER 11, 2020**

A special meeting of the Board of Directors (the “Board”) of the Lincoln Station Metropolitan District (the “District”) was scheduled in compliance with the laws of the State of Colorado and held on Wednesday, November 11, 2020 at 10:00 a.m. via the link and telephone conference at the below number:

<https://us02web.zoom.us/j/88968672246?pwd=ZUIRT2JiMHpaU2M0eGNlbXlpaXZnQT09>

Call in: 253-215-8782; Meeting ID: 889 6867 2246; Passcode: 685368

Attendance: In attendance was Board member:
Nate Melchior

Also in attendance were:
Anna Jones, Jason Carroll, and Carrie Beacom; CliftonLarsonAllen LLP
Alicia Corley, Esq.; Icenogle Seaver Pogue P.C.

I. Call to Order / Declaration of Quorum

Director Melchior, noting the presence of a quorum, called the meeting to order at 10:02 a.m.

II. Director Qualifications / Disclosure Matters

Ms. Corley advised the Board that, pursuant to Colorado law, certain disclosures would be required prior to taking official action at the meeting. The Board reviewed the agenda for the meeting, following which each Board member confirmed the contents of written disclosures previously made, stating the fact and summary nature of any matters, as required under Colorado law, to permit official action to be taken at the meeting. Written disclosure statements from each Board member were filed with the Secretary of State prior to the meeting, as required by Colorado law.

Director Melchior disclosed his association with Spectrum Properties, Ltd. These disclosures are associated with approval of items on the agenda that could impact his interests.

III. Approval of/Additions to/Deletions from Agenda

Upon a motion duly made by Director Melchior, the Board approved the agenda as presented.

IV. Public Comment for Matters Not on Agenda

None.

CONSENT AGENDA

V. Approve Minutes of August 10, 2020 Special Meeting Minutes

VI. Insurance Renewal

The Insurance Renewal has not been distributed yet. The Board approved Ms. Jones to approve and bind the coverage once it has been received and reviewed.

VII. Approve 2020 Audit Engagement with WIPFLI LLP

The Board has approved the Audit Engagement with WIPFLI LLP not to exceed \$4,200.

VIII. 2021 Service Contracts and Consultants

a. SMS Snow Management Services Contract for Snow Removal

The Board ratified the SMS Snow Management Service contract for snow removal.

b. CDR Construction LLC Contract for Maintenance Services

c. BrightView Contract for Landscaping Maintenance Services

The Board reviewed the BrightView Contract which included rates of \$9,252 for annual/seasonal work. This would be \$771 per month. To install a cobble border on the North East corner of the lofts would be \$1,664. To fill the bare spots of grass East side of 9380 would be \$9,709.

d. Bristol Botanicals Contract for 2020 Holiday Decorations

The Board approved the Bristol Botanicals Contact for the 2020 Holiday Decorations for \$10,840. The cost was \$13,000 in previous years. This year the cost is less because they have fewer people due to the pandemic.

e. Advantage Security Inc. for Security Monitoring

The Board ratified the Advantage Security Inc. agreement for Security Monitoring to include additional cameras and monitoring hours at a rate of \$605 per month.

f. Icenogle Seaver Pogue, P.C. for Legal Services

The Board reviewed the engagement letter with Icenogle Seaver Pogue, P.C. for legal services.

- g. CliftonLarsonAllen LLP for Management Services

The engagement letter was not finalized but will be provided to the Board once available.

- IX. Ratify Interim Claims Totaling \$173,658.30

The Board ratified the Claims from August through October 2020.

Upon a motion duly made by Director Melchior and, upon vote, unanimously carried, the Board approved the Consent Agenda items V through IX, as listed above.

DISCUSSION AGENDA

- X. Financial Items

- a. Review and Accept September 30, 2020 Financial Statements and Cash Position Report

Mr. Carroll reviewed the 3rd quarter Financial Statements per the enclosures in the packet. Upon a motion duly made by Director Melchior and, upon vote, unanimously carried, the Board accepted the September 30, 2020 Financial Statements and Cash Position Report.

- b. Conduct Public Hearing to Consider Amendment to 2020 Budget; Adopt Resolution No. 2020-11-01 to Amend 2020 Budget

The Board determined that an amendment for the 2020 Budget was not necessary.

- c. Conduct Public Hearing to Consider Adoption of 2021 Budget, Appropriate Funds for Expenditures and Certify Mill Levies; Approve 2021 Budget and Resolution No. 2020-11-02 Adopting 2021 Budget, Appropriating Funds for Expenditures and Certify Mill Levies

The Board opened the public hearing at 10:35 a.m. There were no public comments. The Board closed the public hearing at 10:35 a.m.

Mr. Carroll reviewed the General, Debt and Capital Budgets per the enclosures in the packet. He discussed adjusting the Debt Service Mill Levy but determined to leave it at same levels. Director Melchior asked about transfers from the Capital to the General Fund for expenditure on capital projects. Mr. Carroll responded that capital expenditures could come directly from the Capital Fund rather than transferring to General Fund before expending.

Upon a motion duly made by Director Melchior and, upon vote, unanimously carried, the Board adopted the Resolution Adopting 2021 Budget, Appropriating Funds for Expenditures and Certify Mill Levy at a rate included in the Budget at 7.500 Mills for

27.500 Debt Service. The Board authorized CliftonLarsonAllen LLP to certify the mill levies.

d. Other

None.

XI. Attorney Items

a. Discuss Website/ Posting Options

There is no website currently.

b. Review and Consider Approval of 2020-11-03 Annual Administrative Resolution

Ms. Corley reviewed with the Board. The Board designated the meeting location to be at the offices of CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado.

The District will continue to post in person as there is not a website at this time. The posting location will be One Lincoln Station, 9380 Station Street, Lone Tree, Colorado.

Upon a motion duly made by Director Melchior and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-11-03 Annual Administrative Resolution.

c. Other

None.

XII. Manager’s Items

a. Discuss Vacant Board Positions

No update.

b. Other

None.

XIII. Director’s Items

a. Other

None.

XIV. Adjournment

There being no further business to come before the Board, upon a motion duly made by Director Melchior, the Board adjourned the meeting at 10:58 a.m.

Secretary for the Meeting

**LINCOLN STATION METROPOLITAN DISTRICT
CLAIMS LISTING
NOVEMBER 7, 2020 - NOVEMBER 3, 2021**

Process Date	Vendor	Invoice Number	Payment Method	Amount
11/25/2020	Advantage Security, Inc.	Multiple	Bill.com Check	\$ 9,742.02
11/25/2020	Brightview Landscape Services, Inc.	Multiple	Bill.com Check	4,066.53
11/25/2020	CDR Construction LLC	September	Bill.com EFT	1,080.00
11/25/2020	CliftonLarsonAllen, LLP	Multiple	Bill.com EFT	8,860.27
11/25/2020	Colorado Community Media	9810	Bill.com Check	38.08
11/25/2020	Comcast	8497202241217160	Bill.com Check	149.92
11/25/2020	Icenogle Seaver Pogue, P.C	18748	Bill.com Check	1,924.00
11/25/2020	McDonald Land Holdings, LLC	10/2020UTILITIES	Bill.com Check	1,003.68
11/25/2020	Reidy Metal Services, Inc.	DM68455	Bill.com Check	48.00
11/25/2020	Roth Property Maintenance, LLC	55718	Bill.com Check	3,782.89
11/25/2020	Snow Management Services	Multiple	Bill.com Check	10,007.90
11/25/2020	Spectrum Properties LTD	10/2020UTILITIES	Bill.com Check	1,491.66
11/25/2020	Summit Laboratories, Inc.	119188	Bill.com Check	157.00
12/23/2020	Advantage Security, Inc.	440741	Bill.com Check	995.98
12/23/2020	Brightview Landscape Services, Inc.	Multiple	Bill.com Check	2,000.00
12/23/2020	Bristol Botanics, Inc.	Multiple	Bill.com Check	10,840.00
12/23/2020	CDR Construction LLC	Multiple	Bill.com EFT	539.99
12/23/2020	CliftonLarsonAllen, LLP	Multiple	Bill.com EFT	6,779.12
12/23/2020	Colorado Special Districts Property and Liability Pool	POL-0005963	Bill.com Check	6,565.00
12/23/2020	Icenogle Seaver Pogue, P.C	18972	Bill.com Check	2,330.50
12/23/2020	McDonald Land Holdings, LLC	11/2020UTILITIES	Bill.com Check	903.12
12/23/2020	Orkin Pest Control	206101739	Vendor Direct Virtual Card	96.22
12/23/2020	Reidy Metal Services, Inc.	DM68764	Bill.com Check	48.00
12/23/2020	Roth Property Maintenance, LLC	56134	Bill.com Check	3,782.89
12/23/2020	Snow Management Services	168908	Bill.com Check	5,217.40
12/23/2020	Spectrum Properties LTD	11/2020UTILITIES	Bill.com Check	132.67
12/23/2020	Summit Laboratories, Inc.	119647	Bill.com Check	157.00
2/11/2021	Advantage Security, Inc.	Multiple	Bill.com Check	2,810.98
2/11/2021	Brightview Landscape Services, Inc.	7189006	Vendor Direct Virtual Card	1,000.00
2/11/2021	CDR Construction LLC	1101	Bill.com EFT	1,070.37
2/11/2021	Colorado Special Districts Property and Liability Pool	POL-0005963Revised	Bill.com Check	116.00
2/11/2021	Comcast	8497202241217160	Vendor Direct Virtual Card	149.92
2/11/2021	Douglas County Building Division	20219360STAT	Bill.com Check	245.00
2/11/2021	Icenogle Seaver Pogue, P.C	19111	Bill.com Check	1,336.50
2/11/2021	McDonald Land Holdings, LLC	12/20UTILITIES	Bill.com Check	981.65
2/11/2021	Orkin Pest Control	26256687	Vendor Direct Virtual Card	96.22
2/11/2021	Roth Property Maintenance, LLC	Multiple	Bill.com Check	7,647.94
2/11/2021	Schindler Elevator Corp.	Multiple	Vendor Direct Virtual Card	1,479.20
2/11/2021	Snow Management Services	Multiple	Bill.com Check	21,529.10
2/11/2021	Spectrum Properties LTD	12/20UTILITIES	Bill.com Check	153.92
2/11/2021	Summit Laboratories, Inc.	Multiple	Bill.com Check	314.00
2/11/2021	US Bank	6009037	Bill.com Check	3,802.50
3/2/2021	Advantage Security, Inc.	442738	Bill.com Check	995.98
3/2/2021	Brightview Landscape Services, Inc.	Multiple	Vendor Direct Virtual Card	1,542.00
3/2/2021	CDR Construction LLC	1109	Bill.com EFT	2,065.29
3/2/2021	CliftonLarsonAllen, LLP	Multiple	Bill.com EFT	9,203.93
3/2/2021	Comcast	8497202241217160	Vendor Direct Virtual Card	159.92
3/2/2021	Icenogle Seaver Pogue, P.C	19410	Bill.com Check	2,372.00
3/2/2021	McDonald Land Holdings, LLC	1/21UTILITIES	Bill.com Check	1,276.54
3/2/2021	Orkin Pest Control	208683678	Vendor Direct Virtual Card	96.22
3/2/2021	Snow Management Services	Multiple	Bill.com Check	5,520.10
3/2/2021	Spectrum Properties LTD	1/21UTILITIES	Bill.com Check	148.10
3/8/2021	CliftonLarsonAllen, LLP	Multiple	Bill.com EFT	5,469.70
3/30/2021	Advantage Security, Inc.	443737	Bill.com Check	995.98

3/30/2021	Brightview Landscape Services, Inc.	Multiple	Vendor Direct Virtual Card	2,771.00
3/30/2021	CDR Construction LLC	Multiple	Bill.com EFT	1,593.82
3/30/2021	CliftonLarsonAllen, LLP	Multiple	Bill.com EFT	9,486.70
3/30/2021	Comcast	8497202241217160	Vendor Direct Virtual Card	688.99
3/30/2021	Icenogle Seaver Pogue, P.C	19546	Bill.com Check	4,265.00
3/30/2021	McDonald Land Holdings, LLC	2/21UTILITIES	Bill.com Check	1,147.22
3/30/2021	Orkin Pest Control	210124712	Vendor Direct Virtual Card	96.22
3/30/2021	Roth Property Maintenance, LLC	57144	Bill.com Check	3,865.05
3/30/2021	Snow Management Services	Multiple	Bill.com Check	19,999.35
3/30/2021	Spectrum Properties LTD	2/21UTILITIES	Bill.com Check	122.74
3/30/2021	Summit Laboratories, Inc.	121083	Bill.com Check	157.00
4/28/2021	Advantage Security, Inc.	Multiple	Bill.com Check	2,810.98
4/28/2021	Brightview Landscape Services, Inc.	7297990	Vendor Direct Virtual Card	771.00
4/28/2021	CDR Construction LLC	Multiple	Bill.com EFT	2,121.51
4/28/2021	CliftonLarsonAllen, LLP	Multiple	Bill.com EFT	8,378.89
4/28/2021	Colorado Special Districts Property and Liability Pool	POL-0005963	Bill.com EFT	132.00
4/28/2021	Comcast	8497202241217160	Vendor Direct Virtual Card	353.90
4/28/2021	Icenogle Seaver Pogue, P.C	19795	Bill.com EFT	1,348.00
4/28/2021	McDonald Land Holdings, LLC	3/21UTILITIES	Bill.com Check	1,234.65
4/28/2021	Orkin Pest Control	211236787	Vendor Direct Virtual Card	99.00
4/28/2021	Reidy Metal Services, Inc.	DM69368	Bill.com Check	1,508.00
4/28/2021	Roth Property Maintenance, LLC	Multiple	Bill.com Check	7,730.10
4/28/2021	Schindler Elevator Corp.	5000230830	Vendor Direct Virtual Card	295.84
4/28/2021	Snow Management Services	Multiple	Bill.com Check	37,837.80
4/28/2021	Spectrum Properties LTD	3/21UTILITIES	Bill.com Check	83.04
4/28/2021	Summit Laboratories, Inc.	121687	Bill.com EFT	157.00
5/20/2021	Brightview Landscape Services, Inc.	7340012	Vendor Direct Virtual Card	771.00
5/20/2021	Comcast	8497202241217160	Vendor Direct Virtual Card	353.90
5/20/2021	Schindler Elevator Corp.	Multiple	Vendor Direct Virtual Card	591.68
5/21/2021	Advantage Security, Inc.	445619	Bill.com Check	995.98
5/21/2021	CDR Construction LLC	1128	Bill.com EFT	2,970.00
5/21/2021	CliftonLarsonAllen, LLP	Multiple	Bill.com EFT	7,217.01
5/21/2021	Icenogle Seaver Pogue, P.C	19936	Bill.com EFT	1,364.50
5/21/2021	McDonald Land Holdings, LLC	4/21UTILITIES	Bill.com Check	1,309.65
5/21/2021	Regional Transportation District	LM# 183	Bill.com Check	40,000.00
5/21/2021	Snow Management Services	172318	Bill.com Check	1,453.70
5/21/2021	Summit Laboratories, Inc.	122226	Bill.com EFT	157.00
5/21/2021	US Bank	6106593	Bill.com Check	1,100.00
6/18/2021	Brightview Landscape Services, Inc.	Multiple	Vendor Direct Virtual Card	1,313.33
6/18/2021	Orkin Pest Control	212332706	Vendor Direct Virtual Card	99.00
6/18/2021	Schindler Elevator Corp.	8105639301	Vendor Direct Virtual Card	305.54
6/21/2021	Advantage Security, Inc.	446445	Bill.com Check	995.98
6/21/2021	CliftonLarsonAllen, LLP	Multiple	Bill.com EFT	7,475.51
6/21/2021	Cls Inc.	S000012225.001	Bill.com Check	22,488.16
6/21/2021	McDonald Land Holdings, LLC	05/21UTILITIES	Bill.com Check	776.78
6/21/2021	Reidy Metal Services, Inc.	DM70544	Bill.com Check	52.00
6/21/2021	Roth Property Maintenance, LLC	58016	Bill.com Check	3,865.05
6/21/2021	Snow Management Services	172885	Bill.com Check	4,288.20
6/21/2021	Special District Association	2021Dues	Bill.com Check	662.25
6/21/2021	Spectrum Properties LTD	05/21UTILITIES	Bill.com Check	1,181.71
6/21/2021	Summit Laboratories, Inc.	122759	Bill.com EFT	157.00
8/5/2021	Advantage Security, Inc.	Multiple	Bill.com Check	2,810.98
8/5/2021	Brightview Landscape Services, Inc.	Multiple	Vendor Direct Virtual Card	12,144.94
8/5/2021	CliftonLarsonAllen, LLP	Multiple	Bill.com EFT	7,924.33
8/5/2021	Comcast	Multiple	Vendor Direct Virtual Card	716.60
8/5/2021	Icenogle Seaver Pogue, P.C	Multiple	Bill.com EFT	289.00
8/5/2021	McDonald Land Holdings, LLC	06/21UTILITIES-MLH	Bill.com Check	1,114.74
8/5/2021	Orkin Pest Control	Multiple	Vendor Direct Virtual Card	198.00
8/5/2021	Roth Property Maintenance, LLC	58333	Bill.com Check	3,865.05

8/5/2021	Schindler Elevator Corp.	8105667736	Vendor Direct Virtual Card	305.54
8/5/2021	Spectrum Properties LTD	06/21UTILITIES	Bill.com Check	1,430.46
8/5/2021	Summit Laboratories, Inc.	123366	Bill.com EFT	157.00
8/26/2021	Spectrum Properties LTD	4/21UTILITIES	Bill.com Check	815.22
9/2/2021	Brightview Landscape Services, Inc.	Multiple	Vendor Direct Virtual Card	880.80
9/2/2021	Bristol Botanics, Inc.	121524	Vendor Direct Virtual Card	5,420.00
9/2/2021	Comcast	8497202241217160	Vendor Direct Virtual Card	352.56
9/2/2021	Orkin Pest Control	216032943	Vendor Direct Virtual Card	99.00
9/2/2021	Schindler Elevator Corp.	8105695228	Vendor Direct Virtual Card	305.54
9/3/2021	Advantage Security, Inc.	448727	Bill.com Check	995.98
9/3/2021	CDR Construction LLC	Multiple	Bill.com EFT	10,679.12
9/3/2021	CliftonLarsonAllen, LLP	2971328	Bill.com EFT	4,354.03
9/3/2021	Icenogle Seaver Pogue, P.C	20370	Bill.com EFT	2,019.01
9/3/2021	McDonald Land Holdings, LLC	07/21UTILITIES	Bill.com Check	1,308.79
9/3/2021	Roth Property Maintenance, LLC	Multiple	Bill.com Check	7,730.10
9/3/2021	Spectrum Properties LTD	07/21UTILITIES	Bill.com Check	1,292.27
9/3/2021	Summit Laboratories, Inc.	123906	Bill.com EFT	157.00
9/3/2021	WIPFLI	1873424	Bill.com Check	4,200.00
9/29/2021	Brightview Landscape Services, Inc.	Multiple	Vendor Direct Virtual Card	8,971.00
9/29/2021	Comcast	8497202241217160	Vendor Direct Virtual Card	352.56
9/29/2021	Schindler Elevator Corp.	Multiple	Vendor Direct Virtual Card	783.55
9/30/2021	Advantage Security, Inc.	449652	Bill.com Check	1,021.88
9/30/2021	CDR Construction LLC	1163	Bill.com EFT	1,978.62
9/30/2021	CliftonLarsonAllen, LLP	3000546	Bill.com EFT	4,764.21
9/30/2021	Colorado Special Districts Property and Liability Pool	POL-0007233	Bill.com EFT	445.00
9/30/2021	Cushman & Wakefield	08/21UTILITIES	Bill.com EFT	1,347.99
9/30/2021	Icenogle Seaver Pogue, P.C	20526	Bill.com EFT	3,027.00
9/30/2021	McDonald Land Holdings, LLC	08/21UTILITIES-MLH	Bill.com Check	1,231.48
9/30/2021	Roth Property Maintenance, LLC	58926	Bill.com Check	3,865.05
9/30/2021	Summit Laboratories, Inc.	124462	Bill.com EFT	157.00
11/1/2021	Advantage Security, Inc.	Multiple	Bill.com Check	2,836.88
11/1/2021	Brightview Landscape Services, Inc.	Multiple	Vendor Direct Virtual Card	1,037.41
11/1/2021	CliftonLarsonAllen, LLP	Multiple	Bill.com EFT	20,603.50
11/1/2021	Comcast	8497202241217160	Vendor Direct Virtual Card	352.32
11/1/2021	Icenogle Seaver Pogue, P.C	20654	Bill.com EFT	1,950.00
11/1/2021	McDonald Land Holdings, LLC	09/21UTILITIES-MLH	Bill.com Check	2,193.19
11/1/2021	Orkin Pest Control	Multiple	Vendor Direct Virtual Card	198.00
11/1/2021	Roth Property Maintenance, LLC	59316	Bill.com Check	3,865.05
11/1/2021	Schindler Elevator Corp.	8105747405	Vendor Direct Virtual Card	305.54
			TOTAL	<u>\$499,171.92</u>

CONSULTING SERVICES AGREEMENT

This **AGREEMENT FOR CONSULTING SERVICES** (the “Agreement”) is entered into effective as of this 15th day of September, 2021, by and between the LINCOLN STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and MULHERN MRE, INC. (the “Consultant”).

RECITALS

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

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined it will require certain professional consulting and engineering services; and

WHEREAS, the District desires to engage the Consultant to render the services consistent with the terms of this Agreement; and

WHEREAS, the Consultant desires to render said services; and

WHEREAS, the parties desire to enter into this Agreement to establish the terms and conditions by which the Consultant shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Consultant shall provide the professional consulting and engineering services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Services”). The Consultant shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services in the manner required by this Agreement. Consultant shall perform the Services using that degree of skill and knowledge customarily employed by other professionals performing similar services in the Denver metropolitan area. If such a schedule is included, the Services shall be performed in accordance with the schedule set out in **Exhibit A**.

2. ADDITIONAL SERVICES. The District may, in writing, request that the Consultant provide the District with certain additional or different services which are not required in **Exhibit A** (hereinafter the “Additional Services”). Additional Services shall not be performed

by the Consultant unless Consultant receives a written request for the performance of Additional Services from the District. Upon receipt of the written request, the District and the Consultant shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the Consultant and the District. If the Consultant performs any Additional Services prior to or without receiving a signed agreement to do so from the District, the Consultant shall not be entitled to any compensation for such Additional Services.

3. TERM OF AGREEMENT. The term of this Agreement shall begin on the date of execution set forth above and shall expire on the 31st day of March, 2022, or when the Services have been completely performed to the District's satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.

4. COMPENSATION.

A. Compensation for Services. The District shall compensate the Consultant for all labor, equipment and material necessary to provide the Services, subject to the District's annual appropriations and in accordance with and subject to all of the conditions in this Agreement for the not-to-exceed amount of Five Thousand Dollars (\$5,000), based on the hourly rates set forth in **Exhibit B** attached hereto and incorporated herein by this reference. The Consultant is not entitled to any compensation beyond this amount for performing the Services.

B. Additional Services. Compensation for Additional Services of the Consultant shall be negotiated by the parties and included in the written agreement contemplated by Section 2.

C. Progress Payments. Consultant shall submit monthly invoices to the District's Finance Department for progress payments of portions of the Services satisfactorily performed during the term of the Agreement with progress payments to be made monthly for Services performed during the preceding month unless another invoice submittal/payment interval is specified in **Exhibit B**. The District shall be invoiced only for actual time and direct costs incurred for the performance of the Services unless otherwise indicated in Exhibit A. The District will pay approved invoices, or parts thereof, within thirty (30) days after receipt. All invoices shall be addressed to the District as follows: Lincoln Station Metropolitan District, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, CO 80111, ATTN: Anna Jones, District Manager.

D. Requirements for Progress Payment.

1. Invoices. For Services completed, the Consultant shall submit to the District an invoice itemizing the costs of the Services performed. The Consultant's invoices shall be in a format acceptable to the District and the District's approval of invoices shall be a condition to payment. Invoices shall be supported by cost information in such detail as may be required by the District to substantiate the charges being invoiced and for a proper audit and post audit thereof.

2. Invoice Documentation. If and to the extent requested by the District, the Consultant shall submit with each invoice a progress report describing Services performed, results achieved, deliverable status and certification of payment to all employees, vendors and sub-consultants.

E. Unsatisfactory Invoices. The District may return to the Consultant unsatisfactory invoices and may withhold payment thereof.

F. Unsatisfactory Performance of Services and Right to Withhold Payment. The District reserves the right to withhold payment and to continue to withhold any such payment for Services which are not completed as scheduled, completed unsatisfactorily, behind schedule or otherwise performed in an inadequate or untimely fashion, as determined by the District in its sole discretion. All payments previously withheld by the District shall be released and paid to the Consultant promptly when the Services are subsequently determined by the District to be satisfactory.

G. Right of Set-off. Without prejudice to any other right or remedy it may have, the District reserves the right to set off at any time any amount owing to it by the Consultant against any amount payable by the District to the Consultant under this Agreement.

5. **INDEPENDENT CONTRACTOR.** It is the express intention of the parties that the Consultant is not employed by the District but is an independent contractor. An agent or employee of the Consultant shall never be or deemed to be an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONSULTANT ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONSULTANT, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

6. **WARRANTIES AND REPRESENTATIONS.** The Consultant represents, warrants, and covenants that:

A. It has the required authority, ability, skills, and capacity to, and shall, perform the Services in a manner consistent with this Agreement. Further, all employees and sub-

consultants of Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them.

B. It has knowledge of all of the legal requirements and business practices in the State of Colorado that must be followed in performing the Services, and the Services shall be performed in conformity with such requirements and practices.

C. It is validly organized and exists in good standing under the laws of the State of Colorado, and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

D. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of or a default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which its properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

E. This Agreement constitutes the legal, valid, and binding obligation of the Consultant enforceable in accordance with its terms.

7. CONSULTANT'S INSURANCE.

A. **General Requirements.** The Consultant shall acquire and maintain in full force and effect, during the entire term of the Agreement, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Consultant from claims that arise out of or result from the operations under this Agreement by the Consultant or by a sub-consultant or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 7.B. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees, and agents shall be named as an additional insured as provided in subsection 7.C. The Consultant shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Consultant shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal, or material modification of any policy of insurance obtained to comply with this Section.

B. Minimum Insurance Coverages.

1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand

Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors' coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Contractors' limited pollution coverage (for contractors only); and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and, in the aggregate, covering the negligent acts or omissions of the Consultant and/or its sub-consultants in the performance of the Services.

5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

6. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers, and employees.

C. Additional Insured Parties. The District and its respective directors, officers, employees, and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage).

Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Agreement.

D. Certificates of Insurance. Prior to commencing any Services under the Agreement, the Consultant shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the name of this Agreement, the name of the project and a copy of the additional insured endorsement. If the Consultant subcontracts any portion(s) of the Services, such sub-consultant(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Consultant and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Agreement, the Consultant and its sub-consultant(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

E. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

1. The Consultant's insurance coverage shall be primary insurance with respect to the District and its directors, officers, and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Consultant's insurance and shall not contribute to it.
2. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

F. Compliance with Reporting Provisions. The Consultant shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Agreement. Any failure on the part of the Consultant to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Consultant to provide the required coverage to the District (and its directors, officers and employees).

G. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Consultant the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Consultant agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Consultant's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Agreement. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Agreement is executed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is executed by the parties hereto.

H. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. The Consultant shall be solely responsible for any deductible losses under the policy.

I. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Consultant shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

J. Sub-consultants. If the Consultant subcontracts any portion(s) of the Services, the Consultant shall require that each sub-consultant retained by the Consultant acquire and maintain insurance coverage as set forth in this Section 7. The Consultant shall require each sub-consultant to provide to the Consultant insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Consultant shall retain all sub-consultant insurance certificates and endorsements for the duration of the Agreement. The Consultant shall, upon the District's request, submit them to the District for review or audit. Failure to acquire and maintain sub-consultant insurance certificates is a material breach of this Agreement.

8. INDEMNIFICATION. Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Agreement, the Consultant shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities, of, by or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Consultant or any of its sub-consultants, material suppliers, agents, representatives or employees, or the agents, representatives or employees of any sub-consultants or material suppliers (collectively the "Consultant/Related Parties"), in connection with this Agreement and/or the Consultant's Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. Provided, however, that the Consultant shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents and consultants.

The obligations of the indemnifications extended by the Consultant to the District under this Section shall survive termination or expiration of this Agreement.

The Consultant will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Consultant. The Consultant's defense, indemnification and insurance obligations shall be to the fullest extent

permitted by law and nothing in this Agreement shall be construed as requiring the Consultant to defend in litigation, indemnify or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Agreement, the Consultant and the District hereby agree for the purposes of this Section that: (i) “the degree or percentage of negligence or fault attributable” to the Consultant/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state or federal level and (ii) the term “adjudication” used in Section 13-50.5-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state or a federal level.

Insurance coverage requirements or limitations on damages specified in this Agreement in no way lessen or limit the obligations of the Consultant under the terms of this Section. The Consultant shall obtain, at the Consultant’s own expense, additional insurance, if any, required to satisfy the terms of this Section.

9. ASSIGNMENT. The Consultant shall not assign this Agreement or parts hereof or its duties hereunder without the express written consent of the District. In the event of the dissolution or termination of the District, the parties agree that the District may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

10. SUB-CONSULTANTS. Consultant is solely and fully responsible to the District for the Services under this Agreement. Use of any sub-consultant by Consultant shall be pre-approved by the District. Consultant agrees that each and every agreement of Consultant with any sub-consultant to perform Services under this Agreement shall be terminable not for cause and shall include the insurance required herein.

11. TERMINATION FOR CONVENIENCE. In addition to any other rights provided herein, the District shall have the right, at any time and in its sole discretion, to terminate, for convenience, in whole or in part, this Agreement and further performance of the Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination. As a result of a termination not for cause, the District shall pay the Consultant, in accordance with Section 4 hereof, for Services performed up to the termination and unpaid at termination.

12. RECORD KEEPING REQUIREMENT. The Consultant shall maintain all records and documents relating to the term of this Agreement for three (3) years after the termination or expiration of this Agreement. This includes all books and other evidence bearing on the Consultant’s costs and expenses under this Agreement. The Consultant shall make these records and documents available to the District, at the Consultant’s office, at all reasonable times, without any charge. If accepted by the District, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

13. WORK PRODUCT. All work product of the Consultant prepared pursuant this Agreement, including but not limited to all maps, plans, drawings, specifications, reports, electronic

files and other documents, in whatever form, shall remain the property of the District under all circumstances, whether or not the Services are completed. When requested, all work product shall be delivered to the District in a format compatible to the District's computer applications. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified in the Services or at the time of termination of this Agreement, whichever event first occurs, and shall be provided to the District's successor or to any subsequent owners, only with the District's express permission. The Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years, shall make them available for the District's use, and shall provide such copies to the District, upon request, at commercial printing or reproduction rates. At any time within the three (3) years during which Consultant must retain copies of all work product involved in the Services, the District may obtain copies of the Consultant's work product by paying printing or reproduction costs as set forth above.

14. CONSULTANT'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

A. Application of the Act. The Consultant acknowledges and agrees that all documents in the District's possession, including documents submitted by the Consultant, are subject to the provisions of the Colorado Open Records Act (Sections 24-72-200.1, *et seq.*, C.R.S.) (the "Act"), and the Consultant acknowledges that the District shall abide by the Act, including honoring all proper public records requests made thereunder. The Consultant shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Act. The Consultant is advised to contact legal counsel concerning such acts in application of the Act to the Consultant.

B. Confidential or Proprietary Materials. If the Consultant deems any document(s) which the Consultant submits to the District to be confidential, proprietary or otherwise protected from disclosure under the Act, then the Consultant shall appropriately label such document(s), and submit such document(s) to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests.

C. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Consultant to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

15. WORKERS WITHOUT AUTHORIZATION.

A. Certification. Prior to the execution of this Agreement, the Consultant shall certify to the District, as attached hereto as **Attachment 1**, that at the time of certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that the Consultant will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security

Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in subsection F of this Section, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

B. Prohibited Acts. The Consultant shall not:

1. Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or

2. Enter into a contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. The Consultant shall provide the District with all certifications received from sub-consultants in which sub-consultants certify that said sub-consultants do not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

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

2. The Consultant shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If the Consultant obtains actual knowledge that a sub-consultant performing work under this Agreement knowingly employs or contracts with a worker without authorization, the Consultant shall:

a. Notify the sub-consultant and the District within three (3) days that the Consultant has actual knowledge that the sub-consultant is employing or contracting with a worker without authorization; and

b. Terminate the subcontract with the sub-consultant if, within three (3) days of receiving the notice required pursuant to subsection C.3.a of this Section, the sub-consultant does not stop employing or contracting with the worker without authorization; except that the Consultant shall not terminate the contract with the sub-consultant if during such three (3) days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with a worker without authorization.

D. Duty to Comply with Investigations. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation conducted pursuant to Section 8-17.5-102(5), Colorado Revised Statutes to ensure that the Consultant is complying with this Section.

E. Breach. If the Consultant violates a provision of this Section, the District may terminate the Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if the Consultant violates a provision of this Section and the District terminates the Agreement.

F. Department Program. If the Consultant participates in the Department Program, in lieu of the E-Verify Program, the Consultant shall notify the Department and the District of such participation. The Consultant shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Agreement, affirm that the Consultant has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. The Consultant shall provide a written, notarized copy of the affirmation, similar in form as attached hereto as **Attachment 2**, to the District.

16. CONFLICTS OF INTEREST. The Consultant shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Consultant’s obligations under this Agreement. The Consultant acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the District’s interests. Absent the District’s written approval, the Consultant shall refrain from any practices, activities or relationships that are in conflict or reasonably appear to be in conflict with the full performance of the Consultant’s obligations under this Agreement.

17. MISCELLANEOUS.

A. Time is of the Essence. The performance of the Services of the Consultant shall be undertaken and completed in accordance with this Agreement and in such sequence as to assure its expeditious completion in light of the purposes of this Agreement. It is agreed that time is of the essence in the performance of this Agreement.

B. Notice. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to District:

Lincoln Station Metropolitan District
 8390 E. Crescent Parkway, Suite 500
 Greenwood Village, CO 80111
 Attn: Anna Jones, District Manager

With a copy to:

Icenogle Seaver Pogue, P.C.
 4725 South Monaco Street, Suite 360
 Denver, CO 80237
 Attn.: Tamara K. Seaver, Esq.
 Email: tseaver@isp-law.com

Notices to Consultant:

Mulhern MRE, Inc.
 188 Inverness Drive West, Suite 150
 Englewood, Colorado 80112
 Attn: Luis Tovar
 Email: Luis@mulhermmre.com

C. Governmental Immunity. Nothing in this Agreement or in any action taken by the District pursuant to this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

D. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Agreement for the current fiscal year.

E. Entire Agreement. This Agreement constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

F. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the parties.

G. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a

continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

H. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with the laws of the State of Colorado.

I. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement in any forum other than the state courts of the State of Colorado.

J. Binding Agreement. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

K. No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of the District and Consultant, and no other parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under or to this Agreement.

L. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.

M. Rules of Construction. For purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Agreement as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Agreement are for convenience only and shall not affect the interpretation of this Agreement. Unless the context otherwise requires, reference herein to: (A) Sections and Additional Services refer to the Sections of this Agreement and Additional Services made pursuant to this Agreement, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

N. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

LINCOLN STATION METROPOLITAN DISTRICT

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

MULHERN MRE, INC.

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

Attachment 1

CERTIFICATION REGARDING WORKERS WITHOUT AUTHORIZATION

To: LINCOLN STATION METROPOLITAN DISTRICT

I, _____, as _____ of Mulhern MRE, Inc., the prospective “Consultant” for that certain agreement for professional engineering services to be entered into with the Lincoln Station Metropolitan District, do hereby certify on behalf of said Consultant that, as of the date of this Certification, Consultant does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Consultant will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment’s Employment Verification Program pursuant to Section 8-17.5-102(5)(c), Colorado Revised Statutes in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

Executed on the ___ of _____, 20__.

MULHERN MRE, INC.

By: _____
Its: _____

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall perform the following engineering and construction Services as requested by the District Manager on an as needed basis:

- Stormwater and Drainage Maintenance Responsibility Research and Execution
- Obtain Jurisdictional Approval from necessary entities
- Provide Proposal(s) as desired from a reputable contractor to perform specific tasks as defined by necessary entities in order to restore compliance with Maintenance Responsibility
- Other tasks as requested by the District Manager

*****NOTE*****

All communication with Building owners, Property Owners, and Board Members is to be by District Manager.

EXHIBIT B**SERVICES RATE SCHEDULE**

The District will be billed Time and Materials based on actual time required to perform the tasks requested at the rates attached hereto.

LINCOLN STATION METROPOLITAN DISTRICT

PUBLIC WORKS CONSTRUCTION/IMPROVEMENT CONTRACT

This CONTRACT (the "Contract") for construction of light poles is entered into effective as of this 9 day of March, 2021, (the "Effective Date") by and between the **Lincoln Station Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and **Conserve-A-Watt Lighting, Inc.** (the "Contractor").

In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

TERMS

1. CONTRACT DOCUMENTS. This Contract shall incorporate and include all of the following documents (if and as indicated), with such documents to be referred to herein as the "Contract Documents." The Contract Documents are incorporated herein by this reference as if they are fully set forth in this Contract. In the event of a conflict between or among Contract Documents or between the Contract Documents and this Contract, the documents shall prevail in the order of their listing, in all such instances of a conflict, the terms of this Contract shall prevail over any other Contract Document.

A. Contract signed by the District and the Contractor and any change orders issued by the District, and the attachments and exhibits listed below and incorporated herein by reference:

- | | | |
|----|--------------|---|
| 1. | Attachment 1 | Certification regarding Illegal Aliens
Included: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2. | Attachment 2 | Affirmation of Legal Work Status
Included: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3. | Exhibit A | Scope of Work
Included: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 4. | Exhibit B | Work Order Procedure
Included: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 5. | Exhibit C | Insurance
Included: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 6. | Exhibit D | Payment, Performance, and Warranty Bond
Included: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

7. Exhibit E Schedule of Values
Included: Yes No
8. Exhibit F Change Order Form
Included: Yes No
- B. Project Special Conditions
Included: Yes No
- C. District General Conditions, if specifically referenced here:
Not applicable.
- D. Detailed Plans Included: Yes No
- E. Colorado Department of Transportation (“CDOT”) publications or provisions, if specifically referenced here:
Not applicable.
- F. Any other specifications which are referenced in the Contract Documents A. through C. above.

2. SCOPE OF WORK. The Contractor, at its sole cost and expense, shall provide all of the services, management, supervision, labor, materials, goods, administrative support, supplies, and equipment necessary for completing the “Scope of Work” as described in **Exhibit A** attached hereto in accordance with the Contract Documents (collectively, the “Work”). Exhibit A may include benchmarks or milestones for completion of the Work and a schedule for meetings and/or review of Work performed, as applicable.

3. COMPENSATION. The District shall compensate the Contractor for the Work, subject to District annual appropriations and in accordance with and subject to all of the conditions in the Contract Documents for the lump sum of Twenty-Six Thousand Six Hundred Eighteen and 16/100s Dollars (\$26,618.16) (the “Compensation”). The Compensation includes all of the Contractor’s profit, costs (direct and indirect), overhead, and reimbursable expenses which the Contractor may incur in performing the Work. The Contractor is not entitled to any compensation, beyond the Compensation, for performing the Work.

1.1. Progress Payments. The Contractor shall submit monthly invoices to the District’s Finance Department for progress payments for portions of the Work satisfactorily performed during each preceding month during the term of the Contract. The District’s approval of invoices shall be a condition of payment. The District shall pay approved invoices, or parts thereof, within thirty (30) days after submittal. All invoices shall be addressed to the District as follows: Lincoln Station Metropolitan District, 8390 E Crescent Parkway, Suite 500, Greenwood Village, CO 80111, ATTN: Anna Jones, District Manager.

A. Requirements for Payment.

1. *Invoices.* The Contractor's invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

2. *Invoice Documentation.* If and to the extent requested by the District, the Contractor shall submit with each invoice a progress report describing the Work performed, results achieved, and the status of deliverables and a certification that the Contractor is current in payment of all employees, subcontractors, and vendors and, if not current, a description of the non-current items and reasons for such.

B. Unsatisfactory Invoices or Work. The District may return to the Contractor for revision unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Work which is not completed as scheduled, or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such Work upon termination of the Contract.

C. Appropriations. Further, in compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

1. The District has appropriated an amount of money equal to or in excess of the contract price, for the Work to be performed under this Contract.

2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any Contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to, change clauses, differing site conditions clauses, variation in quantities clauses, and termination not-for-cause clauses.

3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

D. Payment, Performance, and Warranty Bond. If included as a Contract Document in Section 1.A.6 above, concurrently with the execution of this Contract, the Contractor shall furnish a Payment, Performance, and Warranty Bond in the form attached hereto as **Exhibit D**, which bond shall be in a penal sum equal to the nearest integral one hundred dollars in excess of the Contract Compensation amount.

E. Right of Set-off. Without prejudice to any other right or remedy it may have, the District reserves the right to set off at any time any amount owing to it by Contractor against any amount payable by the District to Contractor under this Contract.

4. TERM OF CONTRACT/START AND COMPLETION OF WORK. The Contractor shall commence the Work when the District gives the Contractor notice to proceed. The Contractor shall complete all Work by June 15, 2021 (the "Completion Date"). The term of this Contract shall commence on the Effective Date and shall terminate on either the Completion Date or the date when the Work has been completely performed to the District's satisfaction, whichever first occurs. Additionally, this Contract may also be terminated by mutual written agreement of the parties or by the exercise of the termination provisions specified in Section 9.

5. CONTRACTOR'S REPRESENTATIONS. In order to induce the District to enter into this Contract, the Contractor hereby makes the following representations and warranties to the District:

A. Inspections/Work. The Contractor has familiarized itself with the nature and extent of the Contract Documents, the proposed Work, and the locality. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract, and is familiar with the requirements of the Work as they relate to the locality and the physical and site conditions and accepts them for such performance.

B. Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court ruling and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Contract, and all such costs are included within the Compensation amount unless otherwise expressly stated in Exhibit E.

C. Sufficiency of Contract Documents. The Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work and the Contractor has provided the District with written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents.

D. Examinations/Investigations/Tests. The Contractor has made or caused to be made examinations, investigations, and tests and studies of such reports and related data

as it deems necessary for the performance of Work for the Compensation provided herein and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by the Contractor for such purposes.

E. Correlated Results. The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents.

F. Standard of Care. The Contractor has the required authority, ability, experience, licenses (if any), certifications (if any), approvals (if any), permits (if any), insurance, skills, and capacity to, and shall, perform the Work in a manner consistent with all provisions of this Contract. The Contractor shall perform the Work in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract. Further, all employees of the Contractor employed in performing any portion of the Work have the ability, experience, licenses (if any), certifications (if any), approvals (if any), permits (if any), insurance, skills, and capacity required to perform the Work assigned to them.

G. Performance During Term. The Contractor will begin providing the Work when the District gives the Contractor notice to proceed for each applicable Task Order and will thereafter continually and diligently perform the Work throughout the Term of this Contract.

H. Personnel. The Contractor represents that all of its personnel who will perform any Work under this Contract have received the information, instruction and training required to provide such Work, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity. The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Work required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

I. Compensation. The Contractor shall perform and complete the Work for the Compensation as provided in Section 3 of this Contract.

J. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained.

K. Enforcement. This Contract constitutes the legal, valid, and binding obligation of the Contractor and is enforceable in accordance with its terms.

L. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its

properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business, and in good standing in the State of Colorado.

6. ILLEGAL ALIENS.

A. Certification. Prior to the execution of this Contract, the Contractor shall certify to the District, as attached hereto as **Attachment 1**, that at the time of certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in subsection F of this Section, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

B. Prohibited Acts. The Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Contract; or

2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. The Contractor shall provide the District with all certifications received from subcontractors in which subcontractors certify that said subcontractors do not knowingly employ or contract with an illegal alien to perform work under this Contract.

C. Verification.

1. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or the Department Program.

2. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

3. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:

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

b. Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subsection C.3.a of this Section, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor 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.

D. Duty to Comply with Investigations. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation conducted pursuant to Section 8-17.5-102(5), Colorado Revised Statutes to ensure that the Contractor is complying with this Section.

E. Breach. If the Contractor violates a provision of this Section, the District may terminate the Contract for a breach of the Contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if the Contractor violates a provision of this Section and the District terminates the Contract.

F. Department Program. If the Contractor participates in the Department Program, in lieu of the E-Verify Program, the Contractor shall notify the Department and the District of such participation. The Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Contract, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation, similar in form as attached hereto as **Attachment 2**, to the District.

7. **INDEMNIFICATION.** Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by, or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Contractor/Related Parties"), in connection with this Contract and/or the Contractor's Work hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim,

loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Contractor. The Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state or a federal level.

Insurance coverage requirements or limitations on damages specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor's own expense, additional insurance, if any, required to satisfy the terms of this Section.

8. WARRANTIES FOR THE WORK.

A. The Contractor's warranties in respect of the Work are as follows: the Contractor warrants to the District that the Work shall be fit for its intended purposes; that materials and equipment furnished under this Contract shall be of good quality and new and that all Work shall be free from defects; and that all Work shall meet all of the requirements of this Contract (the "Warranties"). The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. The Warranties shall commence on the date all punch list items have been corrected and the District has acknowledged final acceptance. Notwithstanding the foregoing provisions of this Section, if this Contract is terminated prior to completion of the Work, the Warranties in respect of all Work performed under this Contract by the Contractor prior to such termination shall be deemed to commence on the date immediately preceding the effective date of such termination.

C. If at any time within one year after the date on which the Warranties commenced (the "Warranty Period"), any portion of the Work is found to be not in accordance with the Warranties, the Contractor shall correct it, or direct its subcontractor to correct it, in the manner and time-frame provided in the written notice from the District to do so.

D. Any Work not conforming to the Warranties, including substitutions not properly approved and authorized, shall be considered defective and may be rejected by the District.

E. The Contractor shall promptly correct any Work rejected by the District for failing to conform to the Warranties. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the District's expenses made necessary thereby. If the Contractor fails to take action to correct rejected Work, fails to use diligence in completing such corrections, or if the Contractor has attempted to correct the rejected Work but been unable to do so, the District may, in addition to any other rights and remedies available at law or in equity, elect to retain a third party to remedy the nonconformance at the Contractor's expense or remedy the nonconformance with the District's personnel at Contractor's expense.

F. The Contractor shall obtain from all subcontractors or vendors and cause to be extended to the District prudent representations, warranties, guarantees, and obligations with respect to design, materials, workmanship, equipment, tools, and supplies furnished by such subcontractors or vendors. All representations, warranties, guarantees, and obligations of subcontractors or vendors shall be written so as to: (i) survive all the District and the Contractor inspections, tests, and approvals; and (ii) run directly to and be enforceable by the District, its successors, and assigns. The Contractor shall deliver to the District duly executed copies of all agreements containing such representations, warranties, guarantees, and obligations immediately upon their execution. The Contractor shall assign to the District, at no additional cost, all of the Contractor's rights and interest in all extended warranties which were received by the Contractor which exceed the applicable Warranties. Such subcontractor/vendor warranties shall not in any way derogate the Contractor's own representations and warranties (including the Warranties) or the Contractor's other obligations with respect to all of the Work.

G. Upon receipt from the District of a notice of failure of any of the Work to satisfy any subcontractor or vendor warranty during the Warranty Period, the Contractor shall be responsible for enforcing or performing any such subcontractor or vendor warranty. During the Warranty Period, the cost of any equipment, material, labor, or shipping shall be for the account of the Contractor if such cost is covered by such a Warranty and the Contractor shall be required to replace or repair nonconforming Work, equipment, material, or workmanship furnished by subcontractors or vendors.

H. Commencing on the expiration of the Warranty Period, the District may enforce subcontractor or vendor warranties, but the Contractor shall provide reasonable

assistance to the District in enforcing such representations, warranties, and guarantees, when and as reasonably requested by the District.

9. TERMINATION.

A. Types of Termination.

1. *Events of Default and Termination For Cause.* The Contractor shall be immediately in default hereunder (an "Event of Default") upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Work under this Contract, or significant delay or discontinuance of performance of the Work.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.
- d. Dishonesty, embezzlement, or false reporting of any material financial information, including, but not limited to, invoices.
- e. Insolvency, bankruptcy, or commission of any act of bankruptcy or insolvency; or assignment for the benefit of creditors.
- f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by Section 14.
- g. Termination of any subcontract for any substantial Work without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Work, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

2. *Termination For Convenience.* In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days' advance notice, for convenience, this Contract and further performance of the Work, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

B. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in the Contract Documents, including this Section.

C. Payment and Liabilities Upon Termination.

1. *Termination for Cause.* If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the District's behalf in completing the Work or having the Work completed (excluding changes in the Work by the District following such Event of Default). The District shall determine the total cost of the Work satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the District, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Work, and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the District or the amount the District owes the Contractor.

2. *Termination for Convenience.* After termination for convenience, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's payment obligations under this Contract shall be deemed satisfied and no further payment by the District to the Contractor shall be made.

D. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

1. Stop work on the Work as specified in the notice of termination.
2. Take any action that may be necessary, or that the District may direct, for the protection and preservation of the Work and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
3. Transfer title and deliver to the District, as specified in the termination notice, such items which, if the Work had been completed, would have been furnished to the District.

4. Settle all outstanding liabilities and all claims arising out of commitments for procurement of materials, supplies, equipment, and the like for the Work and commitments to subcontractors and vendors.

5. Make any and all cost records available to the District at its request.

Termination of the Contract or any portion thereof shall not relieve the Contractor of its responsibilities under the Contract for the portion of the Work completed, nor shall it relieve the surety on the Payment, Performance, and/or Warranty Bond(s), if any, of its obligation for and concerning any claims arising out of the Work performed.

10. OWNERSHIP OF MATERIALS AND RISK OF LOSS. The District shall be deemed the owner of all materials brought onto the site of the Work and/or otherwise incorporated into the Work at such time as the District has paid for those materials, and shall be deemed the owner of all materials paid for by the District regardless of whether those materials were brought onto the site of the Work and/or otherwise incorporated into the Work, unless the District rejects such materials in writing. Until final acceptance, the risk of loss or damage to the Work shall reside with the Contractor.

11. WORK PRODUCT. All work product of the Contractor prepared pursuant to this Contract, including, but not limited to, all software, research, studies, data, photographs, negatives, models, maps, plans, drawings, surveys, materials, specifications, reports, electronic files, and other finished or unfinished documents, in whatever form, shall remain the property of the District under all circumstances, whether or not the Work is completed. When requested, all work product shall be delivered to the District in a format compatible to the District's computer applications. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified in the Work or at the time of termination of this Contract, whichever event first occurs, and shall be provided to the District's successor, or to any subsequent owners of the Work, only with the District's express permission. The Contractor shall maintain copies on file of any such work product involved in the Work for five (5) years, shall make them available for the District's use, and shall provide such copies to the District, upon request, at commercial printing or reproduction rates. At any time within the five (5) years during which the Contractor must retain copies of all work product involved in the Work, the District may obtain copies of the Contractor's work product by paying printing or reproduction costs as set forth above.

12. ACCESS TO RECORDS. The Contractor (and any subcontractor) shall make, keep, maintain, and permit the District and its designated representatives, during normal business hours, to access a complete file of all books, records, documents, communications, notes accounts, and other material pertaining to the Work for the purpose of investigation, audit, and copying to ascertain compliance with, or to detect violation of, any applicable federal, state, or local law or regulation or with the terms of the Contract, or to evaluate performance under the Contract. All records or information obtained in this manner shall be used only for the purpose described herein, except as otherwise authorized by law. If requested by the District, the Contractor shall provide, at no additional cost to the District, a complete statement of the origin, composition, and manufacture of materials used in the completion of the Work, together with samples for testing for conformance with the Contract Documents.

13. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

A. Application of the Act. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

B. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

C. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

14. ASSIGNMENT. Neither the District nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

15. CONSTRUCTION DEFECT. The Contractor specifically waives all provisions of part 8 of article 20 of title 13, Colorado Revised Statutes, regarding construction defects in the Work. The rights and remedies of the District provided in this Contract are in addition to and not limited by any rights or remedies afforded by law.

16. RETAINAGE. If this Contract is for an amount in excess of One Hundred Fifty Thousand Dollars (\$150,000.00), the District's payments may be subject to retainage in accordance with Colorado law.

17. SUBCONTRACTORS. To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform, any portion of the Work performed under this Contract then: (a) the Contractor shall remain responsible for the services, tasks, functions, and responsibilities performed by such subcontractors to the same extent as if such services, tasks, functions, and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Work shall be deemed Work performed by the Contractor;

(b) the Contractor shall maintain a current and accurate list of all subcontractors and shall provide such list to the District upon the District's request; (c) the Contractor shall cause such subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions, and responsibilities performed by such subcontractors that are applicable to the Contractor under this Contract; and (d) the Contractor shall obtain from each subcontractor such evidence, information, and documentation as is reasonably necessary to demonstrate and confirm the subcontractor's compliance with this Contract, and shall provide such evidence, information, and documentation to the District upon request.

18. CONFLICTS OF INTEREST. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations under this Contract. The Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the District's interests. Absent the District's written approval, the Contractor shall refrain from any practices, activities, or relationships that are in conflict or reasonably appear to be in conflict with the full performance of the Contractor's obligations under this Contract.

19. MISCELLANEOUS PROVISIONS.

A. Independent Contractor. The Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

B. Time is of the Essence. The performance of the Work of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

C. Equal Opportunity Employment. It is the policy of the District to provide equal opportunity through employment, promotion, and other contracting opportunities, without regard to race, color, religion, sex, or national origin. The Contractor shall abide by this policy.

D. Notices. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by

electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

The District:

Lincoln Station Metropolitan District
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111
Attn: Anna Jones, District Manager
Email: Anna.Jones@claconnect.com

The Contractor:

Conserve-A-Watt Lighting, Inc.
720 E Vallejo St.
Denver, CO 80204
Attn: Alex Bowling, Service Manager
Email: AlexB@CawLighting.com

With a copy to:

Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, CO 80237
Attn.: Tamara K. Seaver, Esq.
Email: tseaver@isp-law.com

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

E. Choice of Law. The parties hereto agree that this Contract, all Contract Documents, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Colorado.

F. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract and all contemplated transactions, in any forum other than the state courts of the State of Colorado.

G. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

H. Governmental Immunity. Nothing in this Contract or in any actions taken by the District pursuant to this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes.

I. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the provisions of this Contract that require continued performance, compliance, or

effect after the termination hereof shall survive such termination and shall be enforceable by the District if the Contractor fails to perform or comply as required.

J. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.

K. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

L. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

M. Rules of Construction. For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words "include," "includes," and "including" mean inclusion without limitation; (iv) the word "or" is not exclusive; (v) the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Change Orders refer to the Sections of this Contract and orders made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

N. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

O. Contract Modification. The Contract Documents may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Contract.

LINCOLN STATION METROPOLITAN
DISTRICT

DocuSigned by:

Nathan Melchior

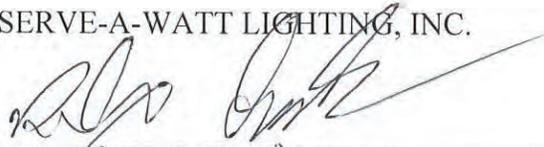
3ACEDC769E4A496...

By: Nate Melchior

Its: Board Member

ATTEST:

CONSERVE-A-WATT LIGHTING, INC.



By: Alex Bowling
Its: Service manager

ATTEST:

Attachment 1

CERTIFICATION REGARDING ILLEGAL ALIENS

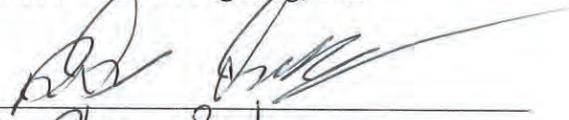
To: LINCOLN STATION METROPOLITAN DISTRICT

I, Alex Bowling, as Service manager of Conserve-A-Watt Lighting, Inc., the prospective "Contractor" for that certain contract for light pole construction services to be entered into with the Lincoln Station Metropolitan District, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), Colorado Revised Statutes in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

Executed on the 9 of March, 2021.

CONTRACTOR:

Conserve-A-Watt Lighting, Inc.


By: Alex Bowling
Its: Service manager

Attachment 2

AFFIRMATION OF LEGAL WORK STATUS Pursuant to Colorado Revised Statute § 8-17.5-102(5)(c)(II)

Employee Name: Bowling Alex Anthony
Last First Middle

Date of Birth: 3-8-89 Date of Hire: 1-1-15

In accordance with Colorado Revised Statute § 8-17.5-102(5)(c)(II), I have:

- Y examined the legal work status of the above named employee.
- Y retained file copies of the documents required by 8 U.S.C. sec. 1324a.
- Y not altered or falsified the identification documents for the above named employee.

Employer Name / Designated Representative: Alex Bowling
 Signature: [Signature] Date: 3-9-21
 Official Title: Service manager Employer Phone Number: 720-341-3383

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____.

(SEAL)

My commission expires: _____.

Notary Public

Exhibit A
SCOPE OF WORK



Conserve-A-Watt Lighting, Inc.
 720 Vallejo St
 DENVER, CO 80204
 Phone 303-629-0066
 Fax 303-893-3315

Quotation

55

EXPIRATION DATE	QUOTE NUMBER
07/26/2021	S100019689
Conserve-A-Watt Lighting, Inc. 720 Vallejo St DENVER, CO 80204 Phone 303-629-0066 Fax 303-893-3315	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

LINCOLN STATION
 8390 E CRESCENT PKWY #300
 GREENWOOD VILLAGE, CO 80111

LINCOLN STATION
 LINCOLN STATION METRO DISTRICT
 9400 STATION STREET (IN BACK)
 LONE TREE, CO 80124

CUSTOMER NUMBER	CUSTOMER PO NUMBER	ORDERED BY	TELEPHONE
4835		ANNA JONES	303-793-1478
WRITER	SHIP VIA	TERMS	SHIP DATE
Mark Baker		Net 30 Days	01/27/2021
SALESPERSON	HOUSE		
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	SHIPPING INSTRUCTIONS Attn: Dan 720-437-0684		
8ea	Labor to Install (CLS)	1000.000/ea	8000.00
8ea	4SQIS07G25IBRZ + KIT BCVR 4BC BRZ Quote: FLC21-8576-1 light poles	898.520/ea	7188.16
1ea	Misc. Electrical material	1500.000/ea	1500.00
8ea	Labor to Install (CLS) CAISSON'S Diameter: 24" Depth:4-6" Above Grade:0-6" Rebar Vert:(4) #5 Rebar Rings:(3) #3 @ 6" O.C. PSI: 4000 PSI	725.000/ea	5800.00
1ea	UCM2-SR-STR-36L-325-4K7-3-BL-CL-SLC -STND_MNT-UNV AAL SITE/AREA FIXTURE	2862.000/ea	2862.00
1ea	WMA17-20A-1184-MOD SQ. POLE UCM-BL AAL	1268.000/ea	1268.00
Bid Pricing Expires on Date Indicated. Thank you for this opportunity!		Subtotal	26618.16
		S&H Charges	0.00
		*Estimated Tax	0.00
		Amount Due	26618.16

*Tax quoted is at current rate and location and is subject to change.

Exhibit B

WORK ORDER PROCEDURE

Not applicable.

Exhibit C

INSURANCE

The Contractor shall obtain insurance for the Contract as provided herein:

A. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in Section B of this Exhibit C. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees, and agents shall be named as an additional insured as provided in Section C of this Exhibit C. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Exhibit C. In addition, Contractor shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Exhibit C.

B. Minimum Insurance Coverages:

1. Workers Compensation Insurance. Workers' compensation insurance with coverage in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, One Million Dollars (\$1,000,000.00) Disease-Policy Limit, and One Million Dollars (\$1,000,000.00) Disease each employee.

2. Commercial General Liability Insurance. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence; Two Million Dollars (\$2,000,000.00) annual aggregate; and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO Form GL-001 (4/2103 edition or equivalent), shall include all major divisions of coverage and shall be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Endorsement CG 20 37 (4/2013 edition or equivalent) - Products and ongoing and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (construction only);
- h. Contractors' limited pollution coverage (construction only); and

i. Endorsement CG 2-503 (dated as of 5/2009) or equivalent; general aggregate applies on a per project basis (construction only).

3. Commercial Automobile Liability Insurance. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned, and employee non-owned vehicles used at the project site, including employee vehicles.

4. Builder's Risk Insurance. A blanket builder's risk insurance policy on an "all risk" basis (Special Covered Cause of Loss Form) for the project including but not limited to: (1) coverage for any ensuing loss from faulty workmanship or defective materials; (2) coverage against damage or loss caused by earth movement, flood, fire, and extended coverage perils, theft, vandalism, and malicious mischief, collapse, false work, including increased cost of construction, architects fees and expenses, soft costs and operational testing; (3) coverage for removal of debris and demolition; (4) transit coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; (5) policy is to include as insured the District, the Contractor, and all subcontractors; and (6) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site of the Work. Such insurance shall be on a "completed value" form insuring probable maximum loss, all on a replacement cost basis.

5. Professional Liability. Professional liability insurance with coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts, errors, or omissions of the Contractor and/or its subcontractors in the performance of the Work.

6. Excess Liability Coverage. Excess liability insurance with coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate. Separate aggregates need to be structured as found in the underlying coverages.

7. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

C. Additional Insured Parties. The District and its respective directors, officers, employees, and agents shall be named as additional insureds by Endorsement ISO CG 20 10 (4/2013 edition or equivalent) on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

D. Certificates of Insurance. Prior to commencing any work under the Contract, the Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement and all other required endorsements. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

E. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

1. The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers, employees and agents. Any insurance maintained by the District or its directors, officers, employees and agents shall be in excess of the Contractor's insurance and shall not contribute to it.

2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

3. No special exclusions that specifically name certain work activities, products or services the Contractor is responsible for performing under the Contract may be included as not being insured under the policy.

F. Failure to Comply with Reporting Provisions. The Contractors shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District and its directors, officers, employees and agents.

G. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

H. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The insurance obligations set forth in this Exhibit are minimum coverage and limit requirements only. To the extent the Contractor maintains coverage and/or limits greater than these minimum requirements, such greater insurance coverage shall be applicable to the Work and to any applicable liabilities and obligations of the Contractor under this

Contract. By specifying minimum insurance requirements, the District does not assert or recommend such insurance as being adequate for the Work performed under this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

I. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

J. Subcontractors. If the Contractor subcontracts any portion(s) of the Work, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Exhibit. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Exhibit. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

K. No District Duty to Verify or Review. Nothing in the Contract or this Exhibit shall impose upon the District any duty or obligation to verify the existence or adequacy of the insurance coverages maintained by the Contractor and the District shall not be responsible for any representations or warranties made by or on behalf of the Contractor to any insurance company or insurance underwriter.



**Designation of Member Representative and Alternate Member Representative
for the
Colorado Special Districts Property and Liability Pool**

Pursuant to Section 10.1(b) of the Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool (CSD Pool), the Board of Directors of the Lincoln Station Metropolitan District (District Legal Name)

designates the following individuals as its Member Representative and Alternate Member Representative to the CSD Pool to represent the District’s interest in CSD Pool matters on behalf of the District:

Matt Urkoski

Member Representative (Print)

Public Manager

Association/Position in District

8390 E. Crescent Pkwy, Suite 300
Greenwood Village, Co 80111

Address

303-265-7919

Phone

303-779-0348

Fax

Matt.Urkoski@claconnect.com

Email

Joan Colby

Alternate Member Representative (Print)

Insurance Administrator

Association/Position in District

8390 E. Crescent Pkwy, Suite 300
Greenwood Village, Co 80111

Address

303-779-5710

Phone

303-779-0348

Fax

Joan.Colby@claconnect.com

Email

Date Authorized:

6/21/2021

Authorized Board Signature:

DocuSigned by:
Nate Melchior
3ACEDC769E4A496...

Signer’s Board Position:

Board Member

Certificate Of Completion

Envelope Id: A5805B7BB6034763815FE89839E1D67E	Status: Completed
Subject: Please DocuSign: Lincoln Station MD - Member Rep Form 2021.pdf	
Client Name: Lincoln Station MD	
Client Number: 011-042322-OS03-2021	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Cindy Jenkins
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Cindy.Jenkins@claconnect.com
	IP Address: 73.169.83.196

Record Tracking

Status: Original	Holder: Cindy Jenkins	Location: DocuSign
6/21/2021 2:00:43 PM	Cindy.Jenkins@claconnect.com	

Signer Events

Nate Melchior
 nmelchior@dunton-commercial.com
 Board Member
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 3ACEDC769E4A496...
 Signature Adoption: Pre-selected Style
 Using IP Address: 72.164.55.138

Timestamp

Sent: 6/21/2021 2:09:57 PM
 Viewed: 6/21/2021 2:10:58 PM
 Signed: 6/21/2021 2:11:09 PM

Electronic Record and Signature Disclosure:

Accepted: 6/21/2021 2:10:58 PM
 ID: b7e81eb8-9990-4506-bf2a-d912b4410d9c

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Certified Delivered	Security Checked	6/21/2021 2:10:58 PM
Signing Complete	Security Checked	6/21/2021 2:11:09 PM
Completed	Security Checked	6/21/2021 2:11:09 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

LINCOLN STATION METROPOLITAN DISTRICT

FIRST AMENDMENT TO GENERAL MAINTENANCE SERVICES CONTRACT

This **FIRST AMENDMENT TO GENERAL MAINTENANCE SERVICES CONTRACT** (the “**First Amendment**”) is entered into this ___ day of March, 2021, by and between the **Lincoln Station Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “**District**”), and **CDR Construction, LLC**, a Colorado limited liability company (the “**Contractor**”).

RECITALS

WHEREAS, the District and the Contractor entered into that certain General Maintenance Services Contract, dated June 8, 2020 (the “**Contract**”); and

WHEREAS, the District and the Contractor desire to amend the Contract to revise the scope of services being provided and the compensation for same; and

WHEREAS, in accordance with Section 13.6 of the Contract, the Contract may not be amended, altered, or otherwise changed except by a written agreement signed by the parties.

NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereto agree to amend the Contract as follows:

TERMS

1. **SCOPE OF SERVICES.** In addition to those services described on Exhibit A to the Contract, Scope of Services, the Contractor shall provide those additional services as described on the Additional Scope of Services as **Exhibit A-1** attached hereto and incorporated herein by reference (“**Additional Services**”). Exhibit A to the Contract is amended to include and incorporate Exhibit A-1 attached hereto. The parties agree that all terms of the Contract shall apply to the Additional Services and all references to “**Services**” in the Contract shall include the Additional Services listed on Exhibit A-1.

2. **COMPENSATION.** Section 2.1 of the Contract is hereby amended and restated in its entirety as follows:

2.1 **Compensation for Services.** The District shall compensate the Contractor for all labor, equipment and material necessary to provide the Services at the rate of Sixty Dollars (\$60.00) per hour, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract. In no event shall compensation for the Services exceed Fifteen

Thousand Six Hundred Dollars (\$15,600.00) for Services satisfactorily performed in 2020, and an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00) for Services satisfactorily performed in 2021 (the "Compensation"). The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the District.

3. WARRANTIES FOR THE WORK.

A. The Contractor's warranties in respect of the Handrail Scope of Work detailed in Exhibit A-1 to this First Amendment (hereinafter referred to as the "Work" for purposes of this Section of the Contract) are as follows: the Contractor warrants to the District that the Work shall be fit for its intended purposes; that materials and equipment furnished under this Contract shall be of good quality and new and that all Work shall be free from defects; and that all Work shall meet all of the requirements of this Contract (the "Warranties"). The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. The Warranties shall commence on the date all punch list items have been corrected and the District has acknowledged final acceptance. Notwithstanding the foregoing provisions of this Section, if this Contract is terminated prior to completion of the Work, the Warranties in respect of all Work performed under this Contract by the Contractor prior to such termination shall be deemed to commence on the date immediately preceding the effective date of such termination.

C. If at any time within one year after the date on which the Warranties commenced (the "Warranty Period"), any portion of the Work is found to be not in accordance with the Warranties, the Contractor shall correct it, or direct its subcontractor to correct it, in the manner and time-frame provided in the written notice from the District to do so.

D. Any Work not conforming to the Warranties, including substitutions not properly approved and authorized, shall be considered defective and may be rejected by the District.

E. The Contractor shall promptly correct any Work rejected by the District for failing to conform to the Warranties. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the District's expenses made necessary thereby. If the Contractor fails to take action to correct rejected Work, fails to use diligence in completing such corrections, or if the Contractor has attempted to correct the rejected Work but been unable to do so, the District may, in addition to any other rights and remedies available at law or in equity, elect to retain a third party to remedy the nonconformance at the Contractor's expense or remedy the nonconformance with the District's personnel at Contractor's expense.

F. The Contractor shall obtain from all subcontractors or vendors and cause to be extended to the District prudent representations, warranties, guarantees, and obligations with respect to design, materials, workmanship, equipment, tools, and supplies furnished by such subcontractors or vendors. All representations, warranties, guarantees, and obligations of subcontractors or vendors shall be written so as to: (i) survive all the District and the Contractor inspections, tests, and approvals; and (ii) run directly to and be enforceable by the District, its successors, and assigns. The Contractor shall deliver to the District duly executed copies of all agreements containing such representations, warranties, guarantees, and obligations immediately upon their execution. The Contractor shall assign to the District, at no additional cost, all of the Contractor's rights and interest in all extended warranties which were received by the Contractor which exceed the applicable Warranties. Such subcontractor/vendor warranties shall not in any way derogate the Contractor's own representations and warranties (including the Warranties) or the Contractor's other obligations with respect to all of the Work.

G. Upon receipt from the District of a notice of failure of any of the Work to satisfy any subcontractor or vendor warranty during the Warranty Period, the Contractor shall be responsible for enforcing or performing any such subcontractor or vendor warranty. During the Warranty Period, the cost of any equipment, material, labor, or shipping shall be for the account of the Contractor if such cost is covered by such a Warranty and the Contractor shall be required to replace or repair nonconforming Work, equipment, material, or workmanship furnished by subcontractors or vendors.

H. Commencing on the expiration of the Warranty Period, the District may enforce subcontractor or vendor warranties, but the Contractor shall provide reasonable assistance to the District in enforcing such representations, warranties, and guarantees, when and as reasonably requested by the District.

4. **FULL FORCE AND EFFECT.** Except as expressly modified by this First Amendment, all other provisions of the Contract shall remain in full force and effect.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

LINCOLN STATION METROPOLITAN DISTRICT

DocuSigned by:

Nathan Melchior

3ACEDC769E4A496...

By: Nathan Melchior

Its: Board Member

CDR CONSTRUCTION, INC.

[Handwritten Signature]

By: CDR CONSTRUCTION, LLC

Its: OWNER/ OPERATOR

Exhibit A-1

ADDITIONAL SCOPE OF SERVICES

The Contractor is hereby authorized to undertake the following Additional Services pursuant to the contract, consisting of the “Light Pole Scope of Work” and the “Handrail Scope of Work” as detailed below:

LIGHT POLE SCOPE OF WORK

1. Review and supervise Conserve-A-Watt work on-site at key moments of the installation of light poles
2. Confer with Conserve-A-Watt to select an option to address the conditions that caused the damage to the light poles (salt, snow chemicals) in such a way to prevent reoccurrence
3. Final walk-through and acceptance after Conserve-A-Watt has completed the light pole replacement

HANDRAIL SCOPE OF WORK

Phase 1: During the first phase of work, Contractor will replace the most substantially damaged handrails consisting of 6 handrails, totaling 12 handrail posts. The Contractor will perform the following tasks: cut the handrail posts at ground level, cutting off rusted / damaged section from base, anchoring new pole sleeves into the concrete, securing handrail to new pole sleeves, painting new pole sleeves and handrails, and sealing/siliconing new pole sleeve bases.

Phase 2: The Contractor will grind and paint the remaining handrails and posts to better evaluate structural damage. The Contractor will then provide the District’s manager with a written recommendation for those remaining handrails that may need further attention or replacement.

LINCOLN STATION METROPOLITAN DISTRICT

SECOND AMENDMENT TO GENERAL MAINTENANCE SERVICES CONTRACT

This **SECOND AMENDMENT TO GENERAL MAINTENANCE SERVICES CONTRACT** (the “**Second Amendment**”) is entered into this ___ day of September, 2021, by and between the **Lincoln Station Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “**District**”), and **CDR Construction, LLC**, a Colorado limited liability company (the “**Contractor**”).

RECITALS

WHEREAS, the District and the Contractor entered into that certain General Maintenance Services Contract, dated June 8, 2020, as amended by that First Amendment to General Maintenance Services Contract dated March 11, 2021 (collectively, the “**Contract**”); and

WHEREAS, the District and the Contractor desire to again amend the Contract to revise the scope of services being provided and the compensation for same; and

WHEREAS, in accordance with Section 13.6 of the Contract, the Contract may not be amended, altered, or otherwise changed except by a written agreement signed by the parties.

NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereto agree to amend the Contract as follows:

TERMS

1. SCOPE OF SERVICES. In addition to those services described on Exhibit A to the Contract, Scope of Services and on Exhibit A-1 to the Contract, Additional Services, the Contractor shall further provide those services as described on the Second Amendment Scope of Services attached hereto and incorporated herein by reference as **Exhibit A-2** (“**Second Amendment Services**”). Exhibit A to the Contract is amended to include and incorporate Exhibit A-2 attached hereto. The parties agree that all terms of the Contract shall apply to the Second Amendment Services and all references to “**Services**” in the Contract shall include the Second Amendment Services listed on Exhibit A-2.

2. COMPENSATION. Section 2.1 of the Contract is hereby amended and restated in its entirety as follows:

2.1 Compensation for Services. The District shall compensate the Contractor for all labor, equipment and material necessary to provide the Services at the rate of Sixty Dollars (\$60.00) per hour for those Services included on

Exhibit A and the Additional Services listed on Exhibit A-1, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract. The District shall compensate the Contractor for all labor, equipment and material necessary to provide the Second Amendment Services included on Exhibit A-2 based upon the Rate Schedule set forth in Exhibit A-2 to this Second Amendment, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract. In no event shall compensation for the Services exceed Fifteen Thousand Six Hundred Dollars (\$15,600.00) for Services satisfactorily performed in 2020, and an amount not to exceed Fifty Thousand Dollars (\$50,000) for Services satisfactorily performed in 2021 (the "Compensation"). The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the District.

3. WARRANTIES FOR THE WORK. The parties agree that all references to "Work" in the Contract shall include the Second Amendment Services listed on Exhibit A-2 and the Contractor makes the same warranties as set forth in the Contract with respect to the Second Amendment Scope of Work detailed in Exhibit A-2 to this Second Amendment.

4. FULL FORCE AND EFFECT. Except as expressly modified by this Second Amendment, all other provisions of the Contract shall remain in full force and effect.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

LINCOLN STATION METROPOLITAN
DISTRICT

By: _____
Its: _____

CDR CONSTRUCTION, INC.

By: _____
Its: _____

Exhibit A-2

SECOND AMENDMENT SCOPE OF SERVICES

The Contractor will undertake the following Second Amendment Services pursuant to the Contract at the rates listed below:

Rewiring lights to LED (including new bulbs)
 Removing and reinstalling pavers

4" pole fabrication x 6: \$550/ea **\$3300 total**

Transport poles to and from metal fabricator, have metal fabricator cut rusted bottom off poles and attach new fabricated base plates, repaint poles.

6" pole fabrication x 2: \$700/ea **\$1400 total**

Transport poles to and from metal fabricator, have metal fabricator cut rusted bottom off poles and attach new fabricated base plates, repaint poles.

Labor to uninstall and reinstall poles and light fixtures x 8: \$1000/ea **\$8000 total**

Labor to remove and reinstall pavers around poles before and after caisson installation x 8:
 \$150/ea **\$1200 total**

New caissons x 8: \$825/ea **\$6600 total**

Have caisson company install new caissons on each pole such that they extend 6" above grade. Includes management and oversight costs.

LED bypass rewiring x 8: \$135/ea **\$1080 total**

Rewire light fixtures to accept LED bulbs, includes the cost of bulbs.

Misc electrical materials: **\$350**

Total cost: \$21,930

**BRADBURY TRANSIT VILLAGE DEVELOPMENT AGREEMENT
ESTOPPEL CERTIFICATE
(Lincoln Station Metro District)**

THIS ESTOPPEL CERTIFICATE (this "Certificate") is made the 11 day of February 2021, by LINCOLN STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("District"), in favor of KAISER FOUNDATION HOSPITALS, a California non-profit corporation ("Kaiser"), and CENTURY LAND HOLDINGS, LLC, a Colorado limited liability company, its successors and assigns ("Century").

RECITALS

A. Kaiser is the owner of those certain parcels of real property located in the City of Lone Tree, County of Douglas, State of Colorado, as more particularly described on Exhibit A-1 attached hereto ("Kaiser Property") and has all rights and responsibilities as owner thereof ("Kaiser Property Owner").

B. Century is under contract to purchase the Kaiser Property and become the Kaiser Property Owner.

C. The District is the owner of those certain parcels of real property located in the City of Lone Tree, County of Douglas, State of Colorado, as more particularly described on Exhibit A2 attached hereto ("District Property").

D. Bradbury Properties, Inc., a Colorado Corporation ("Bradbury"), and the Regional Transportation District, a political subdivision of the State of Colorado, executed that certain Agreement for Development, Operation, and Easements for Bradbury Transit Village, dated November 8, 2001 and recorded November 9, 2001 in the real property records of Douglas County, Colorado in Book 2178 at Page 1447 (the "Original Development Agreement"), as amended by that certain First Amendment to Agreement for Development Operation, and Easements for Bradbury Transit Village dated December 23, 2002 and recorded September 8, 2003 in the real property records of Douglas County, Colorado at Reception No. 2003134783 (the "First Amendment"), as further amended by that certain Second Amendment to Agreement for Development Operation, and Easements for Bradbury Transit Village dated August 11, 2003 and recorded September 8, 2003 in the real property records of Douglas County, Colorado at Reception No. 2003134784 (the "Second Amendment"), as further amended by that certain Third Amendment to Agreement for Development, Operation, and Easements for Bradbury Transit Village dated April 14, 2005 and recorded April 22, 2005 in the real property records of Douglas County, Colorado at Reception No. 2005035342 and on August 25, 2006 in the real property records of Douglas County, Colorado at Reception No. 2006073084 (the "Third Amendment"), and as further amended by that certain Fourth Amendment to Agreement for Development Operation, and Easements for Lincoln Station Transit Village dated January 10, 2007 and recorded January 26, 2007 in the real property records of Douglas County, Colorado at Reception No. 2007008104 (the "Fourth Amendment", and together with the Original Development Agreement,

the First Amendment, the Second Amendment, and the Third Amendment, collectively referred to herein as the "Development Agreement").

E. The Development Agreement established certain rights, restrictions, affirmative obligations, conditions and easements with respect to certain real property including the District Property and the Kaiser Property.

F. Kaiser and Century desire for the District to confirm the status and certify certain facts with respect to the Development Agreement.

NOW, THEREFORE, the District does hereby state to the best of its knowledge as follows:

1. The Development Agreement is in full force and effect.
2. The Development Agreement has not been modified, supplemented, assigned or amended in any respect, except by that certain Assignment and Assumption of Agreement for Development, Operation, and Easements for Bradbury Transit Village by and between Bradbury Properties, Inc., Bradbury-Woods Lincoln Station Investors, LLC a/k/a Lincoln Station, LLC, and Regional Transportation District dated January 10, 2007 and recorded on January 26, 2007 at Reception No. 2007008103 in the real property records of Douglas County, Colorado (the "Records"); that certain Assignment and Assumption of Agreement for Development, Operation, and Easements for Bradbury Transit Village by and between Bradbury-Woods Lincoln Station Investors, LLC a/k/a Lincoln Station, LLC and Lincoln Station Phase One, LLC dated March 22, 2007 and recorded on April 9, 2007 in the Records at Reception No. 2007028127; that certain Assignment and Assumption of Agreement for Development, Operation, and Easements for Bradbury Transit Village by and between Lincoln Station, LLC, Lincoln Station Phase One, LLC and Lincoln Station – Land III, LLC, dated May 18, 2010 and recorded May 18, 2010 in the Records at Reception No. 2010030305; that certain Assignment and Assumption of Agreement for Development, Operation, and Easements for Bradbury Transit Village by and between Lincoln Station – Land III, LLC and Kaiser Foundation Hospitals, dated May 18, 2010 and recorded May 18, 2010 in the Records at Reception No. 2010030310; and that certain Maintenance Agreement for Transit Oriented Development by and between Lincoln Station Metropolitan District and Lincoln Station, LLC dated February 1, 2007 and recorded on February 2, 2007 in the Records at Reception No. 2007010389, as amended by that First Amendment to Maintenance Agreement for Transit Oriented Development by and between Lincoln Station Metropolitan District and Lincoln Station, LLC dated January 1, 2008, and as further amended by that Second Amendment to Maintenance Agreement by and between Lincoln Station Metropolitan District, Lincoln Station, LLC, Lincoln Station Investors, LLC, Lincoln Station Phase One, LLC, Lincoln Station – Land III, LLC, and Kaiser Foundation Hospitals, dated May 18, 2010 and recorded on May 18, 2010 in the Records at Reception No. 2010030308.
3. There is no event of default by Kaiser under the Development Agreement.

4. The party executing this document has full authority to execute and deliver this Certificate.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Estoppel Certificate this 11th day of February 2021.

THE DISTRICT:

THE LINCOLN STATION METROPOLITAN DISTRICT,
a quasi-municipal corporation and political subdivision of the State of Colorado

DocuSigned by:
Nathan Melchior
3ACEDC769E4A496...
By: _____
Name: Nate Melchior
Title: President

Exhibit A-2

District Property

Tract D,
Heritage Hills Filing No. 2, 1st Amendment,
County of Douglas,
State of Colorado.

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (the “Agreement”) is made and entered into this 5th day of April, 2021 (the “Effective Date”) by and between LINCOLN STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111 (the “Licensor”) and SEVEN POINT CONSTRUCTION, INC., a Colorado corporation, whose address is 7200 S. Alton Way, Suite A340, Centennial, CO 80112 (the “Licensee”).

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor and the Licensee agree as follows:

1. The Licensor hereby grants a temporary, revocable, non-exclusive license (the “License”) to the Licensee, and its subcontractors, subject to the provisions and conditions hereof, for ingress and egress in, to, over, through and across portions of the Licensor’s property located in the County of Douglas, State of Colorado more particularly described and shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Property”) solely for the lawful staging of a dumpster for use in Licensee’s construction and related work at 9360 Station Street, Lone Tree, CO 80124 (the “Activities”).

2. This Agreement shall be effective upon the Effective Date and shall terminate automatically upon the earlier of (a) three months after the Effective Date, (b) upon completion of Licensee’s Activities, or (c) upon notice from Licensor that the License is revoked.

3. This License is subject to all other easements, rights-of-way and other property interests of record on the Property. The Licensor reserves the right to grant further interests in the Property so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Property and benefits of this Agreement by the Licensee. The Licensor licenses the Property to the Licensees in its present condition, as is, without warranty or representation.

4. The Licensee shall obtain and maintain all necessary licenses, permits, and approvals prior to conducting the Activities, and shall comply with all laws, ordinances, rules, and orders of appropriate governmental authorities affecting the safety, cleanliness, occupancy, and preservation of the Property during the term of this Agreement.

5. The Licensee, at its sole cost and expense, shall restore the surface of the Property to the condition it was in prior to execution of this Agreement and repair all damage to other installations of the Licensor or third parties within or under the Property that are disturbed, disrupted or damaged by Licensee or its employees or third parties authorized by Licensee, exclusive of any existing damage to the Property.

6. The Licensee shall indemnify, defend, and hold harmless the Licensor and each of its directors, employees, agents, and consultants (collectively the “Indemnitees”), from and

against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by, or with respect to third parties to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Licensee or any of its subcontractors, agents, or employees or the agents or employees of any subcontractors, in connection with this Agreement or the License provided hereunder or which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of their sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes, as amended from time to time; provided, however, that the Licensee shall not be liable for any claim, loss, damage, injury, or liability arising out of negligence of the Indemnitees.

7. The Licensee shall acquire and maintain in full force and effect, during the entire term of the Agreement, the insurance required in **Exhibit B** hereto.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the Douglas County District Court.

9. This Agreement may not be assigned by the Licensee without the prior written consent of the Licensor. This Agreement constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the parties. This Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

LICENSOR:

LINCOLN STATION METROPOLITAN DISTRICT

DocuSigned by:

Nathan Melchior

By: Nathan Melchior

Its: Board Member

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing License Agreement was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of Lincoln Station Metropolitan District.

WITNESS my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

ACCEPTED BY LICENSEE:

SEVEN POINT CONSTRUCTION, INC

By: _____

Its: _____

EXHIBIT A

Description of the Property

The dumpster will be placed within the three (3) parking spaces between the two planter boxes as depicted on the attached photograph located at 9360 Station Street, Lone Tree, CO 80124



EXHIBIT B

Insurance

The Licensee shall obtain insurance for the Agreement as provided herein:

A. General Requirements. The Licensee shall acquire and maintain in full force and effect, during the entire term of the Agreement, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Licensee from claims that arise out of or result from the operations under this Agreement by the Licensee or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in Section B of this Exhibit B. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees, and agents shall be named as an additional insured as provided in Section C of this Exhibit B. The Licensee shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District thirty (30) days written notice prior to the cancellation or non-renewal of any policy of insurance obtained to comply with this Exhibit B. In addition, Licensee shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Exhibit B.

B. Minimum Insurance Coverages:

1. Workers Compensation Insurance. Workers' compensation insurance with coverage in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, One Million Dollars (\$1,000,000.00) Disease-Policy Limit, and One Million Dollars (\$1,000,000.00) Disease each employee.

2. Commercial General Liability Insurance. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence; Two Million Dollars (\$2,000,000.00) annual aggregate; and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO Form GL-001 (4/2103 edition or equivalent), shall include all major divisions of coverage and shall be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Endorsement CG 20 37 (4/2013 edition or equivalent) - Products and ongoing and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (construction only);
- h. Contractors' limited pollution coverage (construction only); and

i. Endorsement CG 2-503 (dated as of 5/2009) or equivalent; general aggregate applies on a per project basis (construction only).

3. Excess Liability Coverage. Excess liability insurance with coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate. Separate aggregates need to be structured as found in the underlying coverages.

4. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

C. Additional Insured Parties. The District and its respective directors, officers, employees, and agents shall be named as additional insureds by Endorsement ISO CG 20 10 (4/2013 edition or equivalent) on all policies (with the exception of workers' compensation insurance).

D. Certificates of Insurance. Prior to entering the Property or commencing any work under the Agreement, the Licensee shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate and a copy of the additional insured endorsement and all other required endorsements. If the coverage required expires during the term of this Agreement, the Licensee and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

E. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

1. The Licensee's insurance coverage shall be primary insurance with respect to the District and its directors, officers, employees and agents. Any insurance maintained by the District or its directors, officers, employees and agents shall be in excess of the Licensee's insurance and shall not contribute to it.

2. The Licensee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

3. No special exclusions that specifically name certain work activities, products or services the Licensee is responsible for performing under the Agreement may be included as not being insured under the policy.

F. Failure to Comply with Reporting Provisions. The Licensees shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Agreement. Any failure on the part of the Licensee to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Licensee to provide the required coverage to the District and its directors, officers, employees and agents.

G. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Licensee the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Licensee agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Licensee's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Agreement. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Agreement is executed by the parties hereto. If the Licensee purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is executed by the parties hereto.

H. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Licensee's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. The insurance obligations set forth in this Exhibit are minimum coverage and limit requirements only. To the extent the Licensee maintains coverage and/or limits greater than these minimum requirements, such greater insurance coverage shall be applicable to the Activities and to any applicable liabilities and obligations of the Licensee under this Agreement. By specifying minimum insurance requirements, the District does not assert or recommend such insurance as being adequate for the Activities performed under this Agreement. The Licensee shall be solely responsible for any deductible losses under the policy.

I. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Licensee shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

J. Subcontractors. If the Licensee engages subcontractor in performing the Activities, the Licensee shall require that each subcontractor retained by the Licensee acquire and maintain insurance coverage as set forth in this Exhibit. The Licensee shall require each subcontractor to provide to the Licensee insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Exhibit. The Licensee shall retain all subcontractor insurance certificates and endorsements for the duration of the Agreement. The Licensee shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Agreement.

K. No District Duty to Verify or Review. Nothing in the Agreement or this Exhibit shall impose upon the District any duty or obligation to verify the existence or adequacy of the insurance coverages maintained by the Licensee and the District shall not be responsible for any representations or warranties made by or on behalf of the Licensee to any insurance company or insurance underwriter.

Certificate Of Completion

Envelope Id: 483D1E666541489F8B17877D07245937	Status: Completed
Subject: Please DocuSign: Construction License Agreement 4-5-2021.pdf	
Client Name: Lincoln Station Metro District	
Client Number: 011-042322	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Laura Mazotti
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Laura.Mazotti@claconnect.com
	IP Address: 71.56.212.99

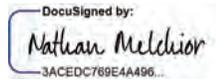
Record Tracking

Status: Original	Holder: Laura Mazotti	Location: DocuSign
4/6/2021 9:19:59 AM	Laura.Mazotti@claconnect.com	

Signer Events

Nathan Melchior
 nmelchior@dunton-commercial.com
 Board Member
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 72.164.55.138

Timestamp

Sent: 4/6/2021 9:31:34 AM
 Viewed: 4/6/2021 9:34:19 AM
 Signed: 4/6/2021 9:34:29 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/6/2021 9:34:19 AM
 ID: 5fcf70bb-4a3a-4f01-8196-105b9f536662

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/6/2021 9:31:34 AM
Certified Delivered	Security Checked	4/6/2021 9:34:19 AM
Signing Complete	Security Checked	4/6/2021 9:34:29 AM
Completed	Security Checked	4/6/2021 9:34:29 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

**LINCOLN STATION METROPOLITAN DISTRICT
SECURITY SERVICES CONTRACT**

This **SECURITY SERVICES CONTRACT** (“Contract”) is entered into effective as of March 1, 2021, by and between **LINCOLN STATION METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and **ADVANTAGE SECURITY, LLC**, a Colorado corporation (the “Contractor”).

RECITALS

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

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined that it requires the performance of various security and video monitoring services; and

WHEREAS, the District desires to engage the Contractor to render these services; and

WHEREAS, the Contractor desires to render said services; and

WHEREAS, the parties desire to enter into this Contract to establish the terms and conditions by which the Contractor shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall provide the security services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A-1** attached hereto and incorporated herein by this reference (the “Security Services”). The Security Services shall be performed in accordance with the schedule set out in **Exhibit A-1**. The Contractor shall further provide the video monitoring services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A-2** attached hereto and incorporated herein by this reference (the “Video Monitoring Services”). The Video Monitoring Services shall be performed in accordance with the schedule set out in **Exhibit A-2**. The Security Services and the Video Monitoring Services may be collectively referred to herein as the “Services.” The Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials,

administrative support, supplies and equipment necessary to perform the Services as required by this Contract.

2. COMPENSATION.

2.1. Compensation for Security Services. The District shall compensate the Contractor for all labor, equipment and material necessary to provide the Security Services at the rate of Nine Hundred Ninety-Five and 98/100s Dollars per month (\$995.98/mo.), subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract (the "Security Services Compensation").

2.2. Compensation for Video Monitoring Services. The District shall compensate the Contractor for all labor, equipment and material necessary to provide the Video Monitoring Services at the rate of Six Hundred Five and 00/100s Dollars per month (\$605.00/mo.), according to the rate schedule attached hereto and incorporated herein in **Exhibit B**, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract (the "Video Monitoring Compensation").

2.3. Compensation. The Security Services Compensation and the Video Monitoring Compensation are collectively referred to herein as the "Compensation". The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the District.

2.4. Additional Services. If the District provides Contractor with a written request for services in addition to those listed in Exhibits A-1 and A-2 ("Additional Services"), any Additional Services will be provided on a time and materials basis. Upon receipt of such a request, the District and the Contractor shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the District and the Contractor. If the Contractor performs any Additional Services prior to or without receiving such a request from the District, the Contractor shall not be entitled to any compensation for such Additional Services.

2.5. Payments. The Contractor shall submit monthly invoices to the District for Services satisfactorily performed during each month of the term of this Contract. The District's approval of invoices shall be a condition of payment. All invoices shall be addressed to the District as follows: Lincoln Station Metropolitan District, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, CO 80111 Attn: Anna Jones.

2.3.1. Requirements for Payment.

a. Invoices. The Contractor's invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the

Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.3.2. Unsatisfactory Invoices or Services. The District may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment for such Services upon termination of this Contract.

2.3.3. Right of Set-off. Without prejudice to any other right or remedy it may have, the District reserves the right to set off at any time any amount owing to it by the Contractor against any amount payable by the District to the Contractor under this Contract.

2.4. Time of Payments. The District shall render payment to the Contractor within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the District's receipt of the invoice.

2.5. In compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

2.5.1. The District has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

2.5.2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

2.5.3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the

additional compensable work to be performed.

3. TERM.

The term of this Contract shall be from the date first set forth above and shall expire on December 31, 2021, or by the exercise of the termination provisions specified herein, whichever occurs first.

4. GENERAL PROVISIONS/REPRESENTATIONS.

4.1. Inspections/Services. The Contractor has familiarized itself with the nature and extent of the Contract and the proposed Services. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract and is familiar with the requirements of the Services and accepts them for such performance.

4.2. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

4.3. Professional Standards. The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

4.4. Performance During Term. The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract

4.5. Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

4.6. Personnel. The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

4.7. Licenses. The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Services required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

4.8. Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for

satisfaction of any liens and encumbrances which are filed or asserted against the District and/or its property, which liens result from the Services performed by the Contractor under this Contract. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within ten (10) days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at the District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid.

4.9. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained.

5. ILLEGAL ALIENS.

5.1. Certification. Prior to the execution of this Contract, the Contractor shall certify to the District, as attached hereto as **Attachment 1**, that at the time of certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in subsection 5.6 of this Section, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

5.2. Prohibited Acts. The Contractor shall not:

5.2.1. Knowingly employ or contract with an illegal alien to perform work under this Contract; or

5.2.2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. The Contractor shall provide the District with all certifications received from subcontractors in which subcontractors certify that said subcontractors do not knowingly employ or contract with an illegal alien to perform work under this Contract.

5.3. Verification.

5.3.1. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either E-Verify Program or the Department Program.

5.3.2. The Contractor shall not use either the E-Verify Program or the Department

Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

5.3.3. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:

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

b. Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subsection 5.3.3.a of this Section, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor 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.

5.4. Duty to Comply with Investigations. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), Colorado Revised Statutes to ensure that the Contractor is complying with this Section.

5.5. Breach. If the Contractor violates a provision of this Section, the District may terminate the Contract for a breach of the Contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if the Contractor violates a provision of this Section and the District terminates the Contract.

5.6. Department Program. If the Contractor participates in the Department Program, in lieu of the E-Verify Program, the Contractor shall notify the Department and the District of such participation. The Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Contract, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation, similar in form as attached hereto as **Attachment 2**, to the District.

6. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by, or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole

or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Contractor/Related Parties"), in connection with this Contract and/or the Contractor's Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Contractor. The Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state level and (ii) the term "adjudication" used in Section 13-50.1-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state level.

Insurance coverage requirements or limitations on damages specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor's own expense, additional insurance, if any, required to satisfy the terms of this Section.

7. INSURANCE.

7.1. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 7.2. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees and

agents shall be named as an additional insured as provided in subsection 7.3. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Contractor shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

7.2. Minimum Insurance Coverages.

7.2.1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

7.2.2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Contractors' limited pollution coverage (for contractors only); and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

7.2.3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

7.2.4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

7.2.5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

7.2.6. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

7.3. Additional Insured Parties. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

7.4. Certificates of Insurance. Prior to commencing any Services under the Contract, the Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

7.5. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

7.5.1. The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

7.5.2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

7.6. Compliance with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District (and its directors, officers and employees).

7.7. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor

purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

7.8. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

7.9. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

7.10. Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 7. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

8. TERMINATION.

8.1. Types of Termination.

8.1.1. Events of Default and Termination For Cause. The Contractor shall be immediately in default hereunder (an "Event of Default") upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency or assignment for the benefit of creditors.
- f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by this Contract.
- g. Termination of any subcontract for any substantial Services without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of

Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

8.1.2. Termination for Convenience. In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days advance notice, for convenience, this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

8.2. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

8.3. Payment and Liabilities Upon Termination.

8.3.1. Termination For Cause. If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the District's behalf in completing the Services or having the Services completed (excluding changes in the Services by the District following such Event of Default). The District shall determine the total cost of the Services satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the District, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Services and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the District or the amount the District owes the Contractor.

8.3.2. Termination For Convenience. After termination for convenience, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's payment obligations under this Contract shall be deemed satisfied and no further payment by the District to the Contractor shall be made.

8.4. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

8.4.1. Stop work on the Services as specified in the notice of termination; and

8.4.2. Take any action that may be necessary, or that the District may direct, for the

protection and preservation of the Services and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

9. OWNERSHIP OF MATERIALS AND RISK OF LOSS.

All work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the District under all circumstances, whether or not the Services are completed. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified herein or at the time of termination of this Contract, whichever event first occurs, and shall be provided to any subsequent owners only with the District's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make them available for the District's use and provide such copies to the District, upon request, at commercial printing rates. At any time, the District may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above.

10. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

10.1. Application of the Act. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

10.2. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

10.3. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

11. INDEPENDENT CONTRACTOR.

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. An agent or employee of Contractor shall never be or deemed to

be an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

12. ASSIGNMENT.

Neither the District nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

13. SUBCONTRACTORS.

To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform any portion of the Services performed under this Contract (each a "Permitted Subcontractor"), then: (a) the Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by Permitted Subcontractors to the same extent as if such services, tasks, functions and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection 7.10 of this Contract.

14. MISCELLANEOUS.

14.1. Time is of the Essence. The performance of the Services of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

14.2. Notice. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to District:

Lincoln Station Metropolitan District
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Attn: Anna Jones, District Manager
Email: anna.jones@CLAconnect.com

With a copy to:

Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, CO 80237
Attn.: Tamara K. Seaver
Email: tseaver@isp-law.com

Notices to Contractor:

Advantage Security, Inc.
13693 E. Iliff Ave, Suite 200
Aurora, CO 80014, United States
Attn: Noah Lawonn
Email: nlawonn@advantagesecurityinc.com

14.3. Governmental Immunity. Nothing in this Contract or in any action taken by the District pursuant to this Contract shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

14.4. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Contract for the current fiscal year.

14.5. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

14.6. Contract Modification. The Contract may not be amended, altered or otherwise changed except by a written agreement signed by authorized representatives of the parties.

14.7. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

14.8. Choice of Law. This Contract and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Contract, are governed by and construed in accordance with the laws of the State of Colorado.

14.9. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract in any forum other than the state courts of the State of Colorado.

14.10. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

14.11. No Third Party Beneficiaries. This Contract is entered into for the sole benefit of the District and Contractor, and no other parties are intended to be direct or incidental beneficiaries of this Contract, and no third party shall have any right in, under or to this Contract.

14.12. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

14.13. Rules of Construction. For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words "include," "includes," and "including" mean inclusion without limitation; (iv) the word "or" is not exclusive; (v) the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Additional Services refer to the Sections of this Contract and Additional Services made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

14.14. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

14.15. Termination of Prior Contract. The District and Contractor entered into an Office Building Services Agreement for security services dated August 30, 2017, as amended by that certain First Amendment to Office Building Services Agreement dated June 8, 2019 (the "Agreement"). The District and Contractor further entered into Estimate No. 255092 dated August 14, 2020 for video

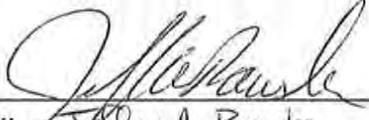
monitoring services (the "Estimate", and together with the Agreement, the "Prior Contract"). The Parties, by their signatures below, hereby terminate the Prior Contract and any other existing contracts or agreements between the Parties which have not already expired or been terminated as of the Effective Date of this Contract. All rights, obligations, terms and conditions of the Prior Contract and any other contracts or agreements which have not already expired or terminated are, as of the Effective Date of this Contract, terminated and shall have no further force or effect.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto entered this Contract effective as of the date first written above.

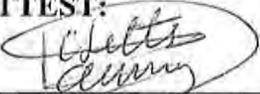
CONTRACTOR:

ADVANTAGE SECURITY, INC.



 By: Jeffrey A. Rausche
 Its: President

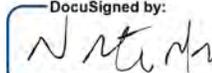
ATTEST:



 By: Tawny C. Letts
 Its: Executive Assistant + Notary Public

DISTRICT:

LINCOLN STATION METROPOLITAN
DISTRICT

DocuSigned by:


3A6EBC780E1A186
Nate Melchior

By: _____
Its: 8/19/2021

ATTEST:

By: _____
Its: _____

ATTACHMENT 1

Certification Regarding Illegal Aliens

To: LINCOLN STATION METROPOLITAN DISTRICT

I, Jessrey A. Rausche, as President of Advantage Security, Inc., the prospective "Contractor" for that certain contract for security services to be entered into with the Lincoln Station Metropolitan District, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), Colorado Revised Statutes in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

Executed on the 18th of August, 2021.

**CONTRACTOR:
ADVANTAGE SECURITY, INC.**

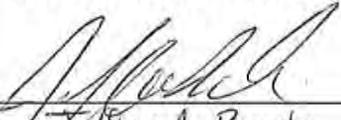

By: Jessrey A. Rausche
Its: President

EXHIBIT A-1

SCOPE OF SECURITY SERVICES

Contractor shall provide daily patrols of Lincoln Station Metropolitan District as follows:

- 1 Interior/Exterior Check between 6 PM and 7 PM
- 1 Interior/Exterior Check between 9 PM and 11 PM.
- 1 Interior/Exterior Check between 2:30 AM and 4 AM
- 1 Interior/Exterior Check between 4:30 AM and 6 AM

During the patrols, the officer on duty will check the lobby, the exterior of the property, grounds, retail spaces and parking lots, being alert to respond to conditions of fire, theft, vandalism, and trespass. Assigned officers will generate a report to District Management daily noting any problems observed during patrols.

The rate for the foregoing security patrol services is \$995.98 per month.

EXHIBIT A-2

SCOPE OF VIDEO MONITORING SERVICES

SITE: Lincoln Station Metropolitan District, 9360 Station St.

SCOPE: ASI Site Monitoring of (8) Avigilon Analytic Cameras

Services Include:

1. Video verification of all site activity detected by the ASI camera system during monitored hours.
2. 24x7 End User Support
3. Professional incident reports and/or investigations for incidents at specified time and date.
4. Video investigative reviews at reduced hourly rate; \$45/hr
5. Video procurement and packaging for law enforcement personnel upon request.

Monitoring Hours: Monday – Friday: 6pm-6am, plus 2 extra hours added to monitoring from 6 am-8 am
Weekends and Holidays: 24-hour monitoring

EXHIBIT B**VIDEO MONITORING SERVICES RATE SCHEDULE**

	Quantity	Rate	Total
Monthly Site Fee	1	150.00	150.00
ASI Basic Monitoring ASI will monitor (8) cameras using video Analytics to detect people and vehicles entering the property afterhours. ASI will use talk down capabilities to communicate with trespassers to advise them that the property is currently closed and they need to leave the premises. If trespassers choose not to leave, ASI will dispatch the local police to remove all trespassers.	8	45.00	360.00
ASI Extra Monitoring Coverage- ASI will monitor Monday - Friday 2 extra hours from 06:00 am-08:00am	1	70.00	70.00
Vonage Dedicated Circuit for Remote PA: \$25 (monthly fee) unless a dedicated phone line can be provided.	1	25.00	25.00
Total Monthly Recurring Charges			605.00

Certificate Of Completion

Envelope Id: 24A31767D1854F73A29C10D8D4E736F3	Status: Completed
Subject: Please DocuSign: Security Services Contract - Advantage Security - March 2021.pdf	
Client Name: Lincoln Station MD	
Client Number: 011-042322-OS03-2021	
Source Envelope:	
Document Pages: 23	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Cindy Jenkins
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Cindy.Jenkins@claconnect.com
	IP Address: 73.169.83.196

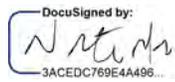
Record Tracking

Status: Original	Holder: Cindy Jenkins	Location: DocuSign
8/19/2021 5:28:45 PM	Cindy.Jenkins@claconnect.com	

Signer Events

Nate Melchior
 nmelchior@dunton-commercial.com
 Board Member
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Drawn on Device
 Using IP Address: 107.77.198.185
 Signed using mobile

Timestamp

Sent: 8/19/2021 5:33:29 PM
 Viewed: 8/19/2021 5:35:43 PM
 Signed: 8/19/2021 5:36:06 PM

Electronic Record and Signature Disclosure:
 Accepted: 8/19/2021 5:35:43 PM
 ID: 709feb03-c474-45e9-8ab2-82c5c614cccd

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	8/19/2021 5:33:29 PM
Certified Delivered	Security Checked	8/19/2021 5:35:43 PM
Signing Complete	Security Checked	8/19/2021 5:36:06 PM
Completed	Security Checked	8/19/2021 5:36:06 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Candy Agency 1229 N 86th Pl Mesa, AZ 85207	CONTACT NAME: Phil Candy	PHONE (A/C, No, Ext): (602) 466 4086	FAX (A/C, No): (602) 532 7770
	E-MAIL ADDRESS: phil@candyinsurance.com		
INSURED Advantage Security, Inc. 13693 E Iliff Ave, Suite 200 Aurora, CO 80014	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Allied World Assurance		24319
	INSURER B: Allied World Specialty Insurance Co		16624
	INSURER C: Berkley Insurance Company		32603
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	5200-2985-01	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5202-0214-01	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5201-1184-01	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Employee Fidelity/Crime Bond			BCCR-45003848-21	04/01/2021	04/01/2022	LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lincoln Station Metropolitan District is an Additional Insured in regards to General Liability when required by written contract and only with respect to the negligent acts, errors, or omissions of the Named Insured. Waiver of Subrogation in regard to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Lincoln Station Metropolitan District c/o CliftonLarsonAllen LLP 8390 E Crescent Pkwy, Ste 300 Greenwood Village, CO 80111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Phil Candy/PJC
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POLICY NUMBER: 5200-2985-01

COMMERCIAL GENERAL LIABILITY
CG 2010 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS -SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket Basis – Any entity that the named insured through written contract or agreement agrees to include as an additional insured. Item 4.b. of Section IV – commercial liability conditions is amended by the addition of the following: (3) this insurance is primary and /or non contributory to any coverage afford-ed to the “additional insured” if a written contract or agree-ment states the named insured agrees to name a person or entity as an additional insured.	ANY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II -Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 5200-2985-01

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization:</p> <p>Any person or organization against whom you have agreed to waive your right of recovery in a written contract provided such a contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



NCCI #: WC000313B
Policy #: 3336559Advantage Security Inc
13693 East Iliff Avenue
Suite 200
Aurora, CO 80014Security First Insurance Agency
7851 S. Elati St.
Ste. 100
Littleton, CO 80120
(303) 730-2327**ENDORSEMENT: Blanket Waiver of Subrogation**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: April 1, 2021 Expires on: April 1, 2022
Pinnacol Assurance has issued this endorsement March 22, 2021

**LINCOLN STATION METROPOLITAN DISTRICT
SECURITY SERVICES CONTRACT**

This **SECURITY SERVICES CONTRACT** (“Contract”) is entered into effective as of January 1, 2022, by and between **LINCOLN STATION METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and **ADVANTAGE SECURITY, LLC**, a Colorado corporation (the “Contractor”).

RECITALS

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

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined that it requires the performance of various security and video monitoring services; and

WHEREAS, the District desires to engage the Contractor to render these services; and

WHEREAS, the Contractor desires to render said services; and

WHEREAS, the parties desire to enter into this Contract to establish the terms and conditions by which the Contractor shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall provide the security services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A-1** attached hereto and incorporated herein by this reference (the “Security Services”). The Security Services shall be performed in accordance with the schedule set out in **Exhibit A-1**. The Contractor shall further provide the video monitoring services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A-2** attached hereto and incorporated herein by this reference (the “Video Monitoring Services”). The Video Monitoring Services shall be performed in accordance with the schedule set out in **Exhibit A-2**. The Security Services and the Video Monitoring Services may be collectively referred to herein as the “Services.” The Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials,

administrative support, supplies and equipment necessary to perform the Services as required by this Contract.

2. COMPENSATION.

2.1. Compensation for Security Services. The District shall compensate the Contractor for all labor, equipment and material necessary to provide the Security Services at the rate of Nine Hundred Ninety-Five and 98/100s Dollars per month (\$995.98/mo.), subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract (the “Security Services Compensation”).

2.2. Compensation for Video Monitoring Services. The District shall compensate the Contractor for all labor, equipment and material necessary to provide the Video Monitoring Services at the rate of Six Hundred Five and 00/100s Dollars per month (\$605.00/mo.), according to the rate schedule attached hereto and incorporated herein in **Exhibit B**, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract (the “Video Monitoring Compensation”).

2.3. Compensation. The Security Services Compensation and the Video Monitoring Compensation are collectively referred to herein as the “Compensation”. The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the District.

2.4. Additional Services. If the District provides Contractor with a written request for services in addition to those listed in Exhibits A-1 and A-2 (“Additional Services”), any Additional Services will be provided on a time and materials basis. Upon receipt of such a request, the District and the Contractor shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the District and the Contractor. If the Contractor performs any Additional Services prior to or without receiving such a request from the District, the Contractor shall not be entitled to any compensation for such Additional Services.

2.5. Payments. The Contractor shall submit monthly invoices to the District for Services satisfactorily performed during each month of the term of this Contract. The District’s approval of invoices shall be a condition of payment. All invoices shall be addressed to the District as follows: Lincoln Station Metropolitan District, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, CO 80111 Attn: Anna Jones.

2.3.1. Requirements for Payment.

a. Invoices. The Contractor’s invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the

Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.3.2. Unsatisfactory Invoices or Services. The District may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment for such Services upon termination of this Contract.

2.3.3. Right of Set-off. Without prejudice to any other right or remedy it may have, the District reserves the right to set off at any time any amount owing to it by the Contractor against any amount payable by the District to the Contractor under this Contract.

2.4. Time of Payments. The District shall render payment to the Contractor within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the District's receipt of the invoice.

2.5. In compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

2.5.1. The District has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

2.5.2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

2.5.3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the

additional compensable work to be performed.

3. **TERM.**

The term of this Contract shall be from the date first set forth above and shall expire on December 31, 2022, or by the exercise of the termination provisions specified herein, whichever occurs first.

4. **GENERAL PROVISIONS/REPRESENTATIONS.**

4.1. **Inspections/Services.** The Contractor has familiarized itself with the nature and extent of the Contract and the proposed Services. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract and is familiar with the requirements of the Services and accepts them for such performance.

4.2. **Good Standing.** The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

4.3. **Professional Standards.** The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

4.4. **Performance During Term.** The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract

4.5. **Compliance with the Law.** The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

4.6. **Personnel.** The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

4.7. **Licenses.** The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Services required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

4.8. **Mechanics' and Materialmen's Liens.** The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for

satisfaction of any liens and encumbrances which are filed or asserted against the District and/or its property, which liens result from the Services performed by the Contractor under this Contract. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within ten (10) days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at the District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid.

4.9. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained.

5. WORKERS WITHOUT AUTHORIZATION.

5.1. Certification. Prior to the execution of this Contract, the Contractor shall certify to the District, as attached hereto as **Attachment 1**, that at the time of certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Contract and that the Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in subsection 5.6 of this Section, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

5.2. Prohibited Acts. The Contractor shall not:

5.2.1. Knowingly employ or contract with a worker without authorization to perform work under this Contract; or

5.2.2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract. The Contractor shall provide the District with all certifications received from subcontractors in which subcontractors certify that said subcontractors do not knowingly employ or contract with a worker without authorization to perform work under this Contract.

5.3. Verification.

5.3.1. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either E-Verify Program or the Department Program.

5.3.2. The Contractor shall not use either the E-Verify Program or the Department

Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

5.3.3. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization, the Contractor shall:

a. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

b. Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subsection 5.3.3.a of this Section, the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

5.4. Duty to Comply with Investigations. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), Colorado Revised Statutes to ensure that the Contractor is complying with this Section.

5.5. Breach. If the Contractor violates a provision of this Section, the District may terminate the Contract for a breach of the Contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if the Contractor violates a provision of this Section and the District terminates the Contract.

5.6. Department Program. If the Contractor participates in the Department Program, in lieu of the E-Verify Program, the Contractor shall notify the Department and the District of such participation. The Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Contract, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation, similar in form as attached hereto as **Attachment 2**, to the District.

6. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys’ fees), and liabilities, of, by, or with respect to third parties

(“Any Claims”) to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the “Contractor/Related Parties”), in connection with this Contract and/or the Contractor’s Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys’ fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys’ fees paid for by the Contractor. The Contractor’s defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) “the degree or percentage of negligence or fault attributable” to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state level and (ii) the term “adjudication” used in Section 13-50.1-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state level.

Insurance coverage requirements or limitations on damages specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor’s own expense, additional insurance, if any, required to satisfy the terms of this Section.

7. INSURANCE.

7.1. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 7.2. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as

otherwise accepted by the District. The District and its respective directors, officers, employees and agents shall be named as an additional insured as provided in subsection 7.3. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Contractor shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

7.2. Minimum Insurance Coverages.

7.2.1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

7.2.2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Contractors' limited pollution coverage (for contractors only); and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

7.2.3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

7.2.4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

7.2.5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate. Separate

aggregates need to be structured as found in the underlying coverages.

7.2.6. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

7.3. Additional Insured Parties. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

7.4. Certificates of Insurance. Prior to commencing any Services under the Contract, the Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

7.5. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

7.5.1. The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

7.5.2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

7.6. Compliance with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District (and its directors, officers and employees).

7.7. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such

policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

7.8. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

7.9. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

7.10. Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 7. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

8. TERMINATION.

8.1. Types of Termination.

8.1.1. Events of Default and Termination For Cause. The Contractor shall be immediately in default hereunder (an "Event of Default") upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency or assignment for the benefit of creditors.
- f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by this Contract.
- g. Termination of any subcontract for any substantial Services without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

8.1.2. Termination for Convenience. In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days advance notice, for convenience, this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

8.2. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

8.3. Payment and Liabilities Upon Termination.

8.3.1. Termination For Cause. If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the District's behalf in completing the Services or having the Services completed (excluding changes in the Services by the District following such Event of Default). The District shall determine the total cost of the Services satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the District, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Services and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the District or the amount the District owes the Contractor.

8.3.2. Termination For Convenience. After termination for convenience, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's payment obligations under this Contract shall be deemed satisfied and no further payment by the District to the Contractor shall be made.

8.4. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

8.4.1. Stop work on the Services as specified in the notice of termination; and

8.4.2. Take any action that may be necessary, or that the District may direct, for the protection and preservation of the Services and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

9. OWNERSHIP OF MATERIALS AND RISK OF LOSS.

All work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the District under all circumstances, whether or not the Services are completed. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified herein or at the time of termination of this Contract, whichever event first occurs, and shall be provided to any subsequent owners only with the District's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make them available for the District's use and provide such copies to the District, upon request, at commercial printing rates. At any time, the District may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above.

10. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

10.1. Application of the Act. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

10.2. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

10.3. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

11. INDEPENDENT CONTRACTOR.

It is the express intention of the parties that the Contractor is not employed by the District

but is an independent contractor. An agent or employee of Contractor shall never be or deemed to be an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

12. **ASSIGNMENT.**

Neither the District nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

13. **SUBCONTRACTORS.**

To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform any portion of the Services performed under this Contract (each a "Permitted Subcontractor"), then: (a) the Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by Permitted Subcontractors to the same extent as if such services, tasks, functions and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection 7.10 of this Contract.

14. **MISCELLANEOUS.**

14.1. **Time is of the Essence.** The performance of the Services of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

14.2. **Notice.** All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to District:

Lincoln Station Metropolitan District
 8390 E. Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Attn: Anna Jones, District Manager
 Email: anna.jones@CLAconnect.com

With a copy to:

Icenogle Seaver Pogue, P.C.
 4725 South Monaco Street, Suite 360
 Denver, CO 80237
 Attn.: Tamara K. Seaver
 Email: tseaver@isp-law.com

Notices to Contractor:

Advantage Security, Inc.
 13693 E. Iliff Ave, Suite 200
 Aurora, CO 80014, United States
 Attn: Noah Lawonn
 Email: nlawonn@advantagesecurityinc.com

14.3. Governmental Immunity. Nothing in this Contract or in any action taken by the District pursuant to this Contract shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

14.4. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Contract for the current fiscal year.

14.5. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

14.6. Contract Modification. The Contract may not be amended, altered or otherwise changed except by a written agreement signed by authorized representatives of the parties.

14.7. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default

hereunder be deemed a waiver of any subsequent default hereunder.

14.8. Choice of Law. This Contract and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Contract, are governed by and construed in accordance with the laws of the State of Colorado.

14.9. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract in any forum other than the state courts of the State of Colorado.

14.10. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

14.11. No Third Party Beneficiaries. This Contract is entered into for the sole benefit of the District and Contractor, and no other parties are intended to be direct or incidental beneficiaries of this Contract, and no third party shall have any right in, under or to this Contract.

14.12. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

14.13. Rules of Construction. For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Additional Services refer to the Sections of this Contract and Additional Services made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

14.14. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto entered this Contract effective as of the date first written above.

CONTRACTOR:

ADVANTAGE SECURITY, INC.

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

DISTRICT:

LINCOLN STATION METROPOLITAN
DISTRICT

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

ATTACHMENT 1

Certification Regarding Workers Without Authorization

To: LINCOLN STATION METROPOLITAN DISTRICT

I, _____, as _____ of Advantage Security, Inc., the prospective "Contractor" for that certain contract for security services to be entered into with the Lincoln Station Metropolitan District, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with a worker without authorization who will perform work under this Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), Colorado Revised Statutes in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

Executed on the ____ of _____, 202_.

**CONTRACTOR:
ADVANTAGE SECURITY, INC.**

By: _____
Its: _____

EXHIBIT A-1**SCOPE OF SECURITY SERVICES**

Contractor shall provide daily patrols of Lincoln Station Metropolitan District as follows:

- 1 Interior/Exterior Check between 6 PM and 7 PM
- 1 Interior/Exterior Check between 9 PM and 11 PM.
- 1 Interior/Exterior Check between 2:30 AM and 4 AM
- 1 Interior/Exterior Check between 4:30 AM and 6 AM

During the patrols, the officer on duty will check the lobby, the exterior of the property, grounds, retail spaces and parking lots, being alert to respond to conditions of fire, theft, vandalism, and trespass. Assigned officers will generate a report to District Management daily noting any problems observed during patrols.

The rate for the foregoing security patrol services is \$995.98 per month.

EXHIBIT A-2**SCOPE OF VIDEO MONITORING SERVICES**

SITE: Lincoln Station Metropolitan District, 9360 Station St.

SCOPE: ASI Site Monitoring of (8) Avigilon Analytic Cameras

Services Include:

1. Video verification of all site activity detected by the ASI camera system during monitored hours.
2. 24x7 End User Support
3. Professional incident reports and/or investigations for incidents at specified time and date.
4. Video investigative reviews at reduced hourly rate; \$45/hr
5. Video procurement and packaging for law enforcement personnel upon request.

Monitoring Hours: Monday – Friday: 6pm-6am, plus 2 extra hours added to monitoring from 6 am-8 am
Weekends and Holidays: 24-hour monitoring

EXHIBIT B**VIDEO MONITORING SERVICES RATE SCHEDULE**

	Quantity	Rate	Total
Monthly Site Fee	1	150.00	150.00
ASI Basic Monitoring ASI will monitor (8) cameras using video Analytics to detect people and vehicles entering the property afterhours. ASI will use talk down capabilities to communicate with trespassers to advise them that the property is currently closed and they need to leave the premises. If trespassers choose not to leave, ASI will dispatch the local police to remove all trespassers.	8	45.00	360.00
ASI Extra Monitoring Coverage- ASI will monitor Monday - Friday 2 extra hours from 06:00 am-08:00am	1	70.00	70.00
Vonage Dedicated Circuit for Remote PA: \$25 (monthly fee) unless a dedicated phone line can be provided.	1	25.00	25.00
Total Monthly Recurring Charges			605.00

**LINCOLN STATION METROPOLITAN DISTRICT
SNOW MANAGEMENT SERVICES CONTRACT**

This **SNOW MANAGEMENT SERVICES CONTRACT** (“Contract”) is entered into effective as of January 1, 2022, by and between LINCOLN STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and SNOW MANAGEMENT SERVICES, LLC, a Colorado limited liability company (the “Contractor”).

RECITALS

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

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined that it requires the performance of various snow management services; and

WHEREAS, the District desires to engage the Contractor to render these services; and

WHEREAS, the Contractor desires to render said services; and

WHEREAS, the parties desire to enter into this Contract to establish the terms and conditions by which the Contractor shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall provide the snow management services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Services”). The Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Contract. If such a schedule is included, the Services shall be performed in accordance with the schedule set out in **Exhibit A**.

2. COMPENSATION.

2.1. Compensation for Services. The District shall compensate the Contractor for all

labor, equipment and material necessary to provide the Services according to the rate schedule attached hereto and incorporated herein in **Exhibit B**, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract. In no event shall compensation for the Services exceed One Hundred Fifteen Thousand Dollars and Zero Cents (\$115,000.00) in any given calendar year without the District's written permission (the "Compensation"). If at any time the fees for the Services performed in any given calendar exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00), the Contractor shall immediately provide written notice to the District of this fact, including the total amount of the fees accrued for the Services performed and an estimate of the cost for Services yet to be completed. The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the District.

2.2. Additional Services. If the District provides Contractor with a written request for services in addition to those listed in Exhibit A ("Additional Services"), any Additional Services will be provided on a time and materials basis at the billing rates set forth in **Exhibit B**. Upon receipt of such a request, the District and the Contractor shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the District and the Contractor. If the Contractor performs any Additional Services prior to or without receiving such a request from the District, the Contractor shall not be entitled to any compensation for such Additional Services.

2.3. Payments. The Contractor shall submit monthly invoices to the District for Services satisfactorily performed during each month of the term of this Contract. The District's approval of invoices shall be a condition of payment. All invoices shall be addressed to the District as follows: Lincoln Station Metropolitan District, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, CO 80111, ATTN: Anna Jones, District Manager.

2.3.1. Requirements for Payment.

a. Invoices. The Contractor's invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.3.2. Unsatisfactory Invoices or Services. The District may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment

for such Services upon termination of this Contract.

2.3.3. Right of Set-off. Without prejudice to any other right or remedy it may have, the District reserves the right to set off at any time any amount owing to it by the Contractor against any amount payable by the District to the Contractor under this Contract.

2.4. Time of Payments. The District shall render payment to the Contractor within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the District's receipt of the invoice.

2.5. In compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

2.5.1. The District has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

2.5.2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

2.5.3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

3. TERM.

The term of this Contract shall be from the date first set forth above and shall expire on December 31, 2022, or by the exercise of the termination provisions specified herein, whichever occurs first.

4. GENERAL PROVISIONS/REPRESENTATIONS.

4.1. Inspections/Services. The Contractor has familiarized itself with the nature and

extent of the Contract and the proposed Services. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract and is familiar with the requirements of the Services and accepts them for such performance.

4.2. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

4.3. Professional Standards. The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

4.4. Performance During Term. The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract

4.5. Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

4.6. Personnel. The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

4.7. Licenses. The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Services required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

4.8. Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or its property, which liens result from the Services performed by the Contractor under this Contract. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within ten (10) days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at the District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid.

4.9. Authorized Execution. The execution, delivery and performance of this Contract

and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained.

5. ILLEGAL ALIENS.

5.1. Certification. Prior to the execution of this Contract, the Contractor shall certify to the District, as attached hereto as **Attachment 1**, that at the time of certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in subsection 5.6 of this Section, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

5.2. Prohibited Acts. The Contractor shall not:

5.2.1. Knowingly employ or contract with an illegal alien to perform work under this Contract; or

5.2.2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. The Contractor shall provide the District with all certifications received from subcontractors in which subcontractors certify that said subcontractors do not knowingly employ or contract with an illegal alien to perform work under this Contract.

5.3. Verification.

5.3.1. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either E-Verify Program or the Department Program.

5.3.2. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

5.3.3. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:

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

b. Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subsection 5.3.3.a of this Section, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor 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.

5.4. Duty to Comply with Investigations. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), Colorado Revised Statutes to ensure that the Contractor is complying with this Section.

5.5. Breach. If the Contractor violates a provision of this Section, the District may terminate the Contract for a breach of the Contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if the Contractor violates a provision of this Section and the District terminates the Contract.

5.6. Department Program. If the Contractor participates in the Department Program, in lieu of the E-Verify Program, the Contractor shall notify the Department and the District of such participation. The Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Contract, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation, similar in form as attached hereto as **Attachment 2**, to the District.

6. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by, or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Contractor/Related Parties"), in connection with this Contract and/or the Contractor's Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Contractor. The Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state level and (ii) the term "adjudication" used in Section 13-50.1-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state level.

Insurance coverage requirements or limitations on damages specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor's own expense, additional insurance, if any, required to satisfy the terms of this Section.

7. INSURANCE.

7.1. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 7.2. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees and agents shall be named as an additional insured as provided in subsection 7.3. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Contractor shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

7.2. Minimum Insurance Coverages.

7.2.1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars

(\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

7.2.2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Contractors' limited pollution coverage (for contractors only); and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

7.2.3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

7.2.4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

7.2.5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

7.2.6. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

7.3. Additional Insured Parties. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

7.4. Certificates of Insurance. Prior to commencing any Services under the Contract, the

Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

7.5. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

7.5.1. The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

7.5.2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

7.6. Compliance with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District (and its directors, officers and employees).

7.7. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

7.8. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

7.9. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance

policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

7.10. Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 7. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

8. TERMINATION.

8.1. Types of Termination.

8.1.1. Events of Default and Termination For Cause. The Contractor shall be immediately in default hereunder (an "Event of Default") upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency or assignment for the benefit of creditors.
- f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by this Contract.
- g. Termination of any subcontract for any substantial Services without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

8.1.2. Termination for Convenience. In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days advance notice, for convenience, this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

8.2. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

8.3. Payment and Liabilities Upon Termination.

8.3.1. Termination For Cause. If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the District's behalf in completing the Services or having the Services completed (excluding changes in the Services by the District following such Event of Default). The District shall determine the total cost of the Services satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the District, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Services and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the District or the amount the District owes the Contractor.

8.3.2. Termination For Convenience. After termination for convenience, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's payment obligations under this Contract shall be deemed satisfied and no further payment by the District to the Contractor shall be made.

8.4. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

8.4.1. Stop work on the Services as specified in the notice of termination; and

8.4.2. Take any action that may be necessary, or that the District may direct, for the protection and preservation of the Services and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

9. OWNERSHIP OF MATERIALS AND RISK OF LOSS.

All work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the District under all circumstances, whether or not the Services are completed. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified herein or at the time of termination of this Contract, whichever event first occurs, and shall be provided to any subsequent

owners only with the District's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make them available for the District's use and provide such copies to the District, upon request, at commercial printing rates. At any time, the District may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above.

10. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

10.1. Application of the Act. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

10.2. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

10.3. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

11. INDEPENDENT CONTRACTOR.

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. An agent or employee of Contractor shall never be or deemed to be an employee or agent of the District. The District is concerned only with the results to be obtained. AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.

12. ASSIGNMENT.

Neither the District nor the Contractor may assign this Contract or parts hereof or its rights

hereunder without the express written consent of the other party.

13. SUBCONTRACTORS.

To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform any portion of the Services performed under this Contract (each a "Permitted Subcontractor"), then: (a) the Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by Permitted Subcontractors to the same extent as if such services, tasks, functions and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection 7.10 of this Contract.

14. MISCELLANEOUS.

14.1. Time is of the Essence. The performance of the Services of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

14.2. Notice. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to District:

Lincoln Station Metropolitan District
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111
Attn: Anna Jones, District Manager

With a copy to:

Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, CO 80237

Attn.: Tamara K. Seaver

Notices to Contractor:

Snow Management Services, LLC
7710 Cherry Creek Dr. South
Denver, CO 80231
Attn: Bennett Polley

14.3. Governmental Immunity. Nothing in this Contract or in any action taken by the District pursuant to this Contract shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

14.4. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Contract for the current fiscal year.

14.5. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

14.6. Contract Modification. The Contract may not be amended, altered or otherwise changed except by a written agreement signed by authorized representatives of the parties.

14.7. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

14.8. Choice of Law. This Contract and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Contract, are governed by and construed in accordance with the laws of the State of Colorado.

14.9. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract in any forum other than the state courts of the State of Colorado.

14.10. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

14.11. No Third Party Beneficiaries. This Contract is entered into for the sole benefit of the District and Contractor, and no other parties are intended to be direct or incidental beneficiaries of

this Contract, and no third party shall have any right in, under or to this Contract.

14.12. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

14.13. Rules of Construction. For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Additional Services refer to the Sections of this Contract and Additional Services made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

14.14. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

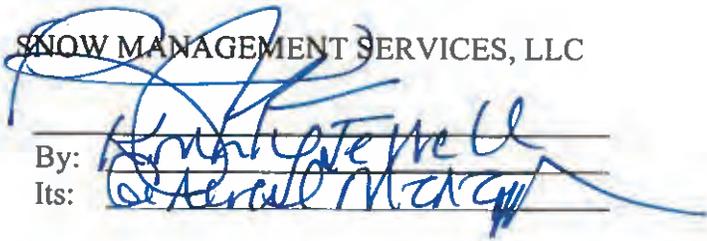
IN WITNESS WHEREOF, the parties have hereunto entered this Contract effective as of the date first written above.

CONTRACTOR:

SNOW MANAGEMENT SERVICES, LLC

By: _____

Its: _____



ATTEST:

By: _____

Its: _____

DISTRICT:

LINCOLN STATION METROPOLITAN
DISTRICT

DocuSigned by:
Nate Miller
3ACEDC769E4A496...

By: _____
Its: Board Member

ATTEST:

By: _____
Its: _____

ATTACHMENT 1

Certification Regarding Illegal Aliens

To: LINCOLN STATION METROPOLITAN DISTRICT

I, Kimberly Jewell, as General Manager of Snow Management Services, LLC, the prospective "Contractor" for that certain contract for snow management services to be entered into with the Lincoln Station Metropolitan District, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), Colorado Revised Statutes in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

Executed on the 4 of August, 2022.

CONTRACTOR:

SNOW MANAGEMENT SERVICES, LLC

[Signature]
By: Kimberly Jewell
Its: General Manager

EXHIBIT A

SCOPE OF SERVICES

General

The Contractor will plow and shovel in the areas and as indicated in Exhibit A-1 attached hereto and incorporated herein (the "Property"). While it is the intent of this Contract to provide prompt and thorough snow removal services, it is expected that Contractor will use good judgment in conserving the snow removal funds of the District.

If District provides Contractor with an area to store sand, Contractor agrees that it shall place tarps or other protective material beneath stored sand and equipment to protect the underlying surface from any stain or other harm caused by such storage. At the end of the snow removal season, Contractor agrees it will promptly remove any remaining sand, or other protective materials remaining in the designated storage areas and sweep and hose down the storage area to remove evidence of such storage.

Snow Depth, Snow Removal Equipment & Supplies – Essential Services

Snow Depth

Parking Surfaces

& Drive Lanes: When snowfall reaches a depth of one inch (1") or as requested by the District or the District Manager.

Sidewalks & Stairs: When snowfall reaches a depth of trace amounts or as requested by the District or District Manager.

Contractor will endeavor to complete initial snow removal operations prior to 6 a.m. in the event of overnight snow fall. When large accumulations of snow are predicted (i.e., "up slope" or blizzard conditions), District will also permit Contractor to begin operations prior to the cessation of the snowfall. When accumulations exceed ten inches (10") or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the Property. Sidewalks and stairs will be cleared to their full width when conditions allow further attention.

If vehicles or other personal property are present at the time of plowing operations, Contractor will plow only those areas available and open for safe use and operation of plowing equipment. If the designated snow piling areas are not accessible, Contractor shall stock pile snow in an area which allows the greatest usability of the Property. Contractor shall not block storm drains with snow piles.

Equipment

Contractor shall have sufficient resources and equipment to be able to service the Property for any size or type of snowstorm. When using a plow (of any size) on a brick paver surface, the Contractor will only use a blade with a plastic edge along the bottom of the blade to protect the brick pavers.

Sand and De-Icing Products

The Contractor shall apply ice mitigation chemicals to the parking lots and drive lanes after each plowing and to the sidewalks after each shoveling. Contractor is expected to utilize sand and de-icing products that will not harm either the landscaping or paver surfaces throughout the Property. Contractor agrees to seek approval of the District Manager prior to utilizing sand and de-icing products and, once approved, Contractor agrees to be prudent in its use of these products. Contractor shall apply a one-time application of ice mitigation chemicals at the end of any storm, as determined by the Contractor, which does not reach the trigger depth(s) for plowing and/or shoveling within six hours of storm cessation. If trigger levels have not been met, plowing and/or shoveling may be necessary in addition to application of ice mitigation chemicals.

Areas to be Served

See Exhibit A-1.

Service Log

Contractor shall keep a service log of the Services it provides each time it services the Property. This service log is to include the Contractor's arrival and departure time, the equipment used, and the amount of sand and de-icing products used. All service logs are to be submitted along with applicable invoice in accordance with the Contract.

EXHIBIT A-1

Lincoln Station - Exhibit

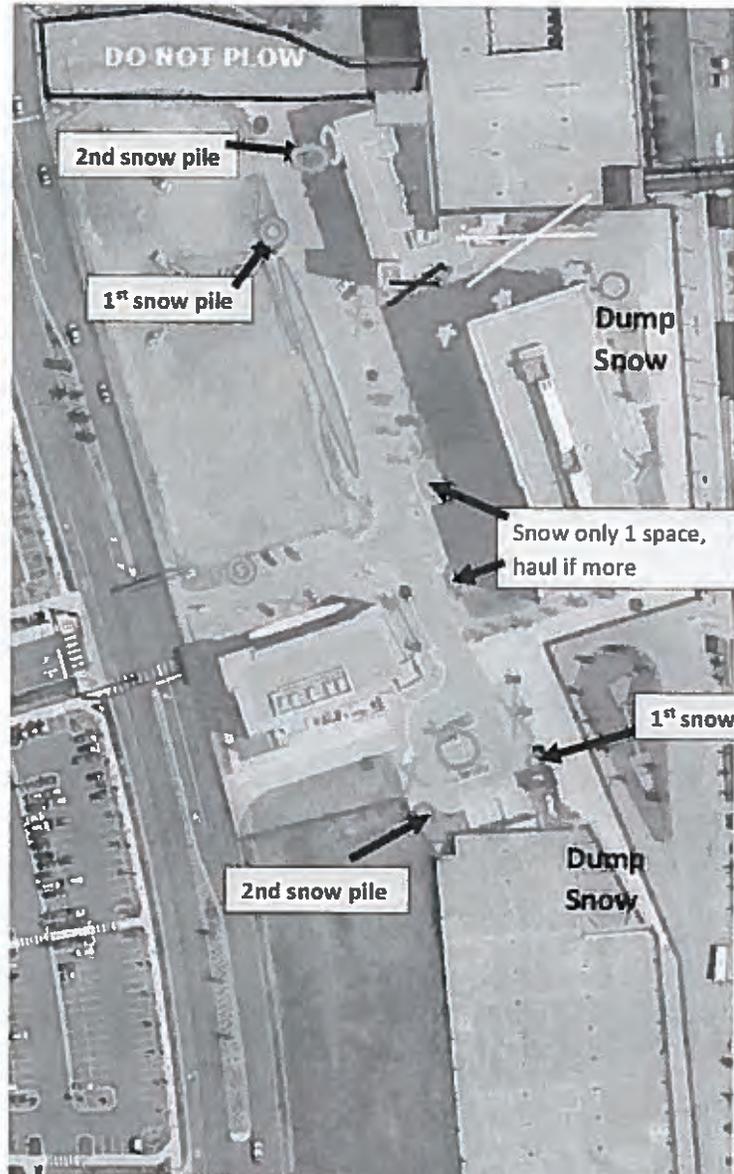
9360, 9375, 9380, 9400 Station
Street Lone Tree, CO 80124



North Side of parking garage (Pictured Above)

Clear Sidewalks above

- Make sure to clear
- Clear Metal Beams
- Shovel Patio
- Stairs
- Shovel spaces of 1 and plow 2+ Plow
 - Swing back at end of storm for more open spots
- X Do not shovel**
- Snow piles for heavy snow ONLY
- Normal Snow use areas
DUMP SNOW – Move snow from pink and green areas and dump snow in retention pond areas within 24 hrs after snow storm



- Map Key:**
- No Snow Piles
 - Important Clearance Areas
 - Snow Piles
 - Plow Directions
 - Dumpsters
 - Property Boundary
 - Speed Bumps
 - Fire Hydrants
 - Mailboxes
 - Electrical Boxes
 - Parking Lot Drains
 - Roof Drains
 - Handicap Parking
 - Parking Blocks

EXHIBIT B**SERVICES RATE SCHEDULE**

Description	Rate
Plow truck with blade	96.00 per hr.
Plow truck with blade and wings	98.00 per hr.
Skid Loader without attachments	140.00 per hr.
Skid Loader with Arctic Pusher	220.00 per hr.
UTV with Plow	95.00 per hr.
Ice Slicer application	80.00 per hr.
Ice Slicer (not subject to one-ton minimum)	.22 per lb.
Liquid Magnesium Chloride application	80.00 per hr.
Liquid Magnesium Chloride	1.95 per gallon
Hand shoveling and/or ice melt application	42.00 per hr.
Snow Rator with operator	185.00 per hr.
Liquid Magnesium applied through Snow Rator	1.95 per gallon
ATV with plow and operator	69.00 per hr.
Ice Melt	.65 per lb.
Delineators	4.50 each
Installation of delineators	45.00 per hr.
Dump Truck (To haul snow from site)	125.00 per hr.

Note: A one hour minimum will be charged per occurrence on all above listed services.

All hourly rates listed are per equipment or man hour. A holiday surcharge of rates specified above herein will apply to snow clearing operations performed on holidays. Holidays under the scope of this contract are Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day and Easter.

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4.k , ection l i k ? % 9 o M / Ir n H n / 1 e 2 i Ö a G e i r d e d k' i r, l u d e a Ö a r a d d i i k r a l i r Ö v e d a r' p e v Ö k r / Ö k w k v g a r i 8 a i k r / Ö Ö u (e, k' p v k v i Ö k r Ö i r 1 a v a g v a y & (e l k w 3 / Y e v e i r a f e w v e r e w e d k' a Ö a d d i i k r a l i r Ö v e d 0 w y e f ' k u' a r d Ö u, Y p e v Ö k r / Ö k w k v g a r i 8 a i k r / Ö Y a v e a g v e e d i r a w w e r, k r v a, k w w w e r a g v e e G e r Y a Ö u, Y p e v Ö k r / Ö k w k v g a r i 8 a i k r / Ö (e a d d e d a Ö a r a d d i i k r a l i r Ö v e d k r' k u w p k l i, ' p v k v i d e d Y a Y e w w e f, k r v a, k w a g v e e G e r i Ö

! . Cuveir' l' ir erre, k w (e, k G e Ö erre, ive duvir g' Ye p k l i, ' p e v i k d. a r d

) . E%e, u ed pvikw k ar')k, , uveir, e+ kw k r r e f Ö e k w Y i, Y Y i Ö i r Ö v a r, e w k u l d a p p l' &

AkwevevÖ Ye ir Övaf, e arrkveded k' Öu, Y addi ik r al i r Ö v e d:

! . Ö r l' a p p l i e Ö k' Y e e % e r' p e v e G i r e d (' l a w. a r d

) . : i l l r k' (e v k r a d e w Y a r Y a w Y i, Y k u a v e v e 2 u i v e d (' Y e, k r v a, k w a g v e e G e r' k p v k v i d e r k w Ö u, Y a d d i i k r a l i r Ö v e d. a r d

c. A p p l i e Ö k r l' i r Y e p e v Ö k r k w k v g a r i 8 a i k r i Ö r k' Ö p e, i r i, a l l' r a G e d a Ö a r a d d i i k r a l i r Ö v e d u r d e w a r' k' Y e w p v k v i Ö k r k r 3 k w e r d k v Ö e G e r' a d d e d k 3, **ectionkil ? % 9 o k l / Ir nHn/ 1 e2 k' Y i Ö p k l i, ' &**

.k AÖ pvk vided Yevair 3 Ye ir Övaf, e, kvevage pvk vided k' Öu, Y addi ik r al i r Ö v e d Ö i Ö l i G i e d k:

! .k Ar' ' Ckr v k l i i r g l r' e v e Ö 3 (u r k r l' w i Y v e Ö p e, k' Y e i w l i a (i l i' a v Ö r g k u k' Y e i w r i r a r, i a l, k r v k l k f' k u. k w p v e G i Ö e Ö Y e' k w r 3 G a i r a i r 3 k w, k r v k l w Y i l e' k u l e a Ö e k w k, , u p' Y e Ö e p v e G i Ö e Ö &

KYiÖir Övaf, e dkeÖr k' appl' k' Övu, uval al eva ik r ÖÖ r e w, k r Ö v u, i k r' a r d d e G k l i i k r k p e v a i k r Ö p e v k v e d (' k w r k w Y a p e v Ö k r k w k v g a r i 8 a i k r &

) . Ar' ' a w Y i e, 3 e r g i r e e v Ö k w Ö w e' k w e r g a g e d (' k u (u r k r l' w i Y v e Ö p e, k' l i a (i l i' r k w ; (k d i l' i r u w ; 3 ; p v k p e w d a G a g e ; k w ; p e v Ö k r a l a r d a d v e w Ö r g i r u w ; a u Ö e d 3 i r w Y k l e k w i r p a v 3 (' k u w a, Ö k w k G i Ö Ö k r Ö k w Y e a, Ö k w k G i Ö Ö k r Ö k r Y k Ö e a, i r g k r' k u w (e Y a l f:

84 (k l f, k r r e, i k r' w i Y k u w p v e G i Ö e Ö k w & (k l f' Y e p e v k v e a r, e k' k' k u w k r g k i r g k p e v a i k r ÖÖ

: i Y v e Ö p e, k' Y e i r Ö v a r, e a r r k v e d e d k' Y e Ö e a d d i i k r a l i r Ö v e d Ö Ö Y e f k l k w i r g a d d i i k r a l e % l u Ö k r' a p p l i e Ö

KYiÖir Övaf, e dkeÖr k' appl' k' ; (kdil' ir u w ; 3 ; p v k p e w d a G a g e ; k w ; p e v Ö k r a l a r d a d v e w Ö r g i r u w ; a v i Ö r g k u' k u' k f' Y e v e f d e v i r g k f k w Y e r a i l u v e k' v e f d e w a r' p v k r e Ö Ö k r a l Ö e w i, e Ö (' k w r k w ' k u 3 i r, l u d i r g:

84 (k Y e p v e p a v i r g 3 a p p v k v i r g 3 k w r a i l l i r g k' p v e p a v e k w a p p v k v e 3 G a p Ö Ö Ö k p d v a w i r g Ö Ö k p i r i k r Ö Ö v e p k w Ö Ö Ö v e' Ö Ö r i e l d k v d e v Ö Ö, Y a r g e k v d e v Ö k w d v a w i r g Ö a r d Ö p e, i r i, a i k r Ö k w

& (k < u p e w i Ö k w 3 i r Ö p e, i k r 3 a w Y i e, u v a l k w e r g i r e e v i r g a, i v i i e Ö Ö

KYiÖir Övair, e dkeÖr k appl' k:
agaif Ö ar' ir Öved allege r egligeif, e kw
k yewwvkr gdkiir g ir Ye ÖpewiÖkr 3Yivir g3
eG plk' Ge r 3 vaif ir g kw Gkr i kw g kr
k yevÖ (' Ya ir Öved3 ir Ye ;k, , uveif, e;
wYi, Y , auÖed Ye ; (kdil' ir uW; kw
;pvkpeW daGage;3 kw Ye kref Öe wYi, Y
, auÖed Ye ;pevÖr al ar d advewÖr g
ir uW;3 ir vkived Ye veif devir g kr kw Ye
railuve k veif devar' pvkreÖÖkr al Öewi, eÖ
(' kwkw ku&

c. Af' G ar ageW kw leÖÖkw kr a pveGiÖeÖ
leaÖed k ku3 (u kr l' wi Y veÖpe, k
lia (ili' avÖr g ku kr Ye kw evÖ ip3
Gair er ar, e kw uÖe kr Ya paw kr a
pveGiÖeÖ leaÖed k ku3 Öu(e, k Ye
fklkwiir g addi ik r al e% luÖkr Ö

KYiÖir Övair, e dkeÖr k appl' k:

84(Af')k, , uveif, e+ wYi, Y a9eÖ pla, e
ar ew' ku, eaÖe k (e a er ar ir Ya
pveGiÖeÖ&

& (< vu, uval al eva ik r Ö r ew, kr Övu, ik r
kwdeG kr li ik r kpeva ik r Ö pevkr vÖ ed ('
kwkr 7 eYalr kr Öu, Y addi ik r al ir Öved&

2.k Af' Öa e kw gkvevÖ Ge r al ageif, ' kw
Öu(diviÖkr kw pkl i, al Öu(diviÖkr 3Öu(e, k
Ye fklkwiir g:

84(KYiÖir Övair, e applieÖkr l' wi Y veÖpe,
k Ye fklkwiir g Ya8avdÖ fkw wYi, Y ar'
Öa e kw gkvevÖ Ge r al ageif, ' kw
Öu(diviÖkr kw pkl i, al Öu(diviÖkr YaÖ
iÖued a pevÖi kw au Ykviba ik r ir
, kr r e, ik r wi Y pveGiÖeÖ ku kw 3veif
kw, kr vk al ar d k wYi, Y Y iÖ ir Övair, e
applieÖ

& (KYe e%Öer, e3G air er ar, e3vapaiV
, kr Övu, ik r 3eve, ik r kwveG kval kr
advewÖr g Ögr ÖB awif ir gÖB
, ar kpieÖB , ellaw er var, eÖB , kal
YkleÖB dvvewa' ÖB G ar YkleÖB
G av2ueeÖB YkiÖ awa' kpeif ir gÖB
Ödewal9 vaul ÖB Övee (ar r evÖ kw
de, kva ik r Ö ar d ÖG ilaw e%pk ÖveÖ
kw

& (KYe , kr Övu, ik r 3 eve, ik r kw
veG kval kr eleva kvÖ kw

8(KYe kw evÖ ip3G air er ar, e kw uÖe
kr ar' eleva kvÖ , kveved (' Y iÖ
ir Övair, e&

8(KYiÖir Övair, e applieÖkr l' wi Y veÖpe,
k kpeva ik r Ö pevkr vÖ ed (' ku kw kr
' kuw (eYalr fkw wYi, Y ar' Öa e kw
gkvevÖ Ge r al ageif, ' kw Öu(diviÖkr kw
pkl i, al Öu(diviÖkr YaÖ iÖued a pevÖi
kvau Ykviba ik r &

KYiÖir Övair, e dkeÖr k appl' k:

& (k;! kdil' ir uW;3;pvkpeW daGage; kw
;pevÖr al ar d advewÖr g ir uW;
avÖr g ku kr kpeva ik r Ö pevkr vÖ ed
fkw Ye redeval gkvevÖ Ge r 3Öa e kw
G ur i, ipali' . kw

8(k;! kdil' ir uW; kw;pvkpeW daGage;
ir, luded wi Y ir Ye ;pvkdu, ÖB
, kG ple ed kpeva ik r Ö Ya8avd; &

e. Af' veif dkwÖ (u kr l' wi Y veÖpe, k(k) (kdil'
ir uW+ kw)pvkpeW daGage+ avÖr g ku kr
) kuw pvkdu, Ö wYi, Y ave diÖv(u ed kwÖ kd
ir Ye vegulaW , kuvÖe kr Ye veif dkwÖ
(uÖr eÖÖ&

: i Y veÖpe, k Ye ir Övair, e affkvled k
YeÖe veif dkwÖB Ye fklkwiir g addi ik r al
e% luÖkr Öappl' :

84(KYe ir Övair, e affkvled ar' veif dkwÖ kÖ
r k appl' k:k

& (k;! kdil' ir uW; kw;pvkpeW daGage;
fkw wYi, Y ar' veif dkwÖ k (liga ed k
pa' daGageÖ (' veaÖkr kr Ye
aÖÖuG p ik r kr lia (ili' ir a, kr va, kw
agvee Ge r & KYiÖe% luÖkr dkeÖr k
appl' k lia (ili' fkw daGageÖ Ya ar'
veif dkwÖ kd Yave ir Ye a(Öer, e kr
Ye, kr va, kw agvee Ge r .

8(kAr' e% pveÖÖwawar' ur au Ykvibed
(' ku.

8(kAr' pY' Ö, al kw, YeGi, al, Ya r ge ir
Ye pvkdu, Gade ir er ik r all ('
ar' veif dkw

82(kRepa, 9agir g3 e% ep wYe r
ur pa, 9ed Öklel' fkw Ye puvpk Öe kr
ir Öpe, ik r 3 deG kr Öva ik r 3 eÖ ir g3
kw Ye Öu(Öi u ik r kr pawÖ ur dew
ir Övu, ik r Ö rkr G Ye G ar ura, uvevÖ
ar d Y er vepa, 9aged ir Ye kvigif al
, kr air ewk

8(kAr' railuve k G a9e Öu, Y
ir Öpe, ik r ÖB ad uÖG er ÖB eÖÖ kw
Öewi, ir g aÖ ar' veif dkw YaÖ
agveed k G a9e kw r kvÖ all
ur dewa9eÖ k G a9e ir Ye uÖual
, kuvÖe kr (uÖr eÖÖB ir, kr r e, ik r
wi Y Ye diÖv(u ik r kw Öale kr Ye
pvkdu, Ö

84k CeG kr Öva ik r 3 ir Öalla ik r 3
Öewi, ir g kw vepaiw kpeva ik r ÖB
e% ep Öu, Y kpeva ik r Ö pevkr vÖ ed
a ar' veif dkwÖ pveGiÖeÖ ir
, kr r e, ik r wi Y Ye Öale kr Ye
pvkdu, .

8(k1 vkdu, ÖwYi, Y3af ewdiÖv(u ik r kw
Öale (' ku3 Yave (eef la(eled kw
vela(eled kw uÖed aÖ a, kr air evÖ
paw kw ir gvödie r kr ar' k Yew Yir g
kw Öu(Öar, e (' kw fkw ar' veif dkw
kw

8(k;! kdil' - ir' *uw; - kw' ;pvkpew' - daGage; awOr' g' ku' kf' ye' Okle' r' egliger' , e' kf' ar' - ve' dkw' rkw' i' O' kw' a' , Okw' kG' i' O' k' w' yk' Oe' kf' i' O' eG' plk' ee' O' kw' ar' k' r' e' el' Oe' a' , ir' g' k' r' i' O' (e' y' alr' & Akwevev' O' y' i' O' e% lu' O' k' r' d' ke' O' r' k' appl' - k' :

&(k Kye' e% ep' ik' r' O' , k' r' ai' r' ed' ir' <u(pavagv' ap' y' O' 2(ik' w' 8(- k' w'

8i(k<u, y' ir' Ope, - ik' r' O' ad' u' O' G' e' r' O' B' e' O' O' kw' O' ewi, ir' g' a' O' ar' - ve' r' dkw' y' a' O' ag' v' eed' k' G' a' 9e' kw' r' k' v' e' all' - u' r' dev' a' 9e' O' k' G' a' 9e' ir' - ye' u' O' al' , ku' v' Oe' k' f' (u' O' r' e' O' O' B' ir' , k' r' r' e, ik' r' - w' i' y' - ye' di' O' v' (u' ik' r' - kw' O' ale' k' f' - ye' pv' k' du, O' &

&(k Kyi' O' r' O' u' va' r' , e' d' ke' O' r' k' - appl' - k' ar' - ir' O' u' ved' - pev' O' k' r' k' w' k' v' ga' r' i' 8a' ik' r' 3' r' k' G' w' y' k' G' - 'ku' y' ave' a, 2u' i' ved' O' u, y' pv' k' du, O' B' k' w' ar' - ir' g' v' ed' ier' 3' paw' k' w' , k' r' ai' r' ev' O' er' ev' i' r' g' ir' k' 3a, , k' G' pa' r' ir' g' k' w' , k' r' ai' r' ir' g' O' u, y' pv' k' du, O' &

Ok Ar' - Mk' w' g' agee' 3' A' O' O' g' r' ee' O' w' Re, eivew' (u' - k' r' l' - w' i' y' - ve' Ope, - k' - ye' i' w' lia(ili' - a' O' G' k' w' g' agee' 3' a' O' O' g' r' ee' 3' k' w' ve, eivew' ar' d' aw' O' r' g' ku' kf' ye' kw' r' ev' O' ip' 3' G' air' e' r' ar' , e' 3' k' w' u' Oe' k' f' ye' p' ve' G' i' Oe' O' (' - k' u' &

Kyi' O' r' O' u' va' r' , e' d' ke' O' r' k' - appl' - k' O' v' u, u' val' al' ev' a' ik' r' O' B' r' ew' , k' r' O' v' u, ik' r' - ar' d' de' G' k' li' ik' r' k' p' ev' a' ik' r' O' pev' k' v' e' ed' (' - k' w' r' k' w' - ya' - pev' O' k' r' k' w' k' v' ga' r' i' 8a' ik' r' &

".k Ar' - Ow' r' ev' O' O' w' O' yew' l' r' ev' e' O' O' \$' v' k' G' : y' k' G' - la' r' d' Aa' O' ! ee' r' - Lea' O' ed' 3' (u' - k' r' l' - w' i' y' - ve' Ope, - k' - lia(ili' - aw' O' r' g' ku' kf' ye' kw' r' ev' O' ip' 3' G' air' e' r' ar' , e' k' w' u' Oe' k' f' - ya' - paw' k' f' - ye' la' r' d' Tea' O' ed' - k' - k' u' &

: i' y' - ve' Ope, - k' - ye' ir' O' u' va' r' , e' - ar' r' k' v' led' - k' - ye' Oe' addi' ik' r' al' ir' O' u' ved' O' B' ye' r' k' l' l' k' w' i' r' g' addi' ik' r' al' e% lu' O' k' r' O' appl' :

8i(Kyi' O' r' O' u' va' r' , e' d' ke' O' r' k' - appl' - k' :

&(k Ar' - ;k, , uwe' r' , e; - w' y' i, y' - a' 9e' O' pla, e' af' ew' ku' , ea' Oe' k' Tea' Oe' - ya' la' r' d.

8(k< v' u, u' val' - al' ev' a' ik' r' O' B' r' ew' , k' r' O' v' u, ik' r' - kw' de' G' k' li' ik' r' k' p' ev' a' ik' r' O' pev' k' v' e' ed' (' - k' w' k' r' (e' y' alr' k' f' O' u, y' addi' ik' r' al' ir' O' u' ved' &

9. Ar' - pev' O' k' r' k' w' k' v' ga' r' i' 8a' ik' r' r' k' G' w' y' k' G' - k' u' - lea' Oe' e' 2u' i' p' G' e' r' 3' (u' - k' r' l' - w' i' y' - ve' Ope, - k' - lia(ili' - r' k' w') (kdil' - ir' *uw+ 3') pv' k' pew' - da' G' age+ k' w') pev' O' k' r' al' - ar' d' - ad' v' ew' i' O' r' g' ir' *uw+ , au' O' ed' 3' ir' w' y' k' le' k' w' i' r' - paw' (' - k' u' w' G' air' e' r' ar' , e' 3' k' p' ev' a' ik' r' - k' w' u' Oe' k' f' e' 2u' i' p' G' e' r' - Tea' O' ed' - k' - k' u' (' - O' u, y' pev' O' k' r' / O' O' k' w' k' v' ga' r' i' 8a' ik' r' / O' O' &

A' pev' O' k' r' - O' k' w' k' v' ga' r' i' 8a' ik' r' - O' O' a' u' O' a' O' ar' - addi' ik' r' al' ir' O' u' ved' ur' dew' y' i' O' e' r' d' k' v' Oe' G' e' r' - e' r' d' O' w' ye' r' - ye' i' w' , k' r' va, k' w' ag' v' e' G' e' r' - w' i' y' - 'ku' r' k' w' O' u, y' Tea' O' ed' e' 2u' i' p' G' e' r' - e' r' d' O' &

: i' y' - ve' Ope, - k' - ye' ir' O' u' va' r' , e' - ar' r' k' v' led' - k' - ye' Oe' addi' ik' r' al' ir' O' u' ved' O' B' y' i' O' ir' O' u' va' r' , e' d' ke' O' r' k' - appl' - k' ar' -) k, , uwe' r' , e+ w' y' i, y' - a' 9e' O' pla, e' af' ew' - ye' e' 2u' i' p' G' e' r' - lea' Oe' e% p' i' ve' O' &

i.k Ar' - Ow' r' ev' O' B' Le' O' O' e' O' B' k' w' C' k' r' - va, k' v' O' r' k' w' w' y' k' G' - k' u' - ave' - pev' k' v' e' ir' g' k' p' ev' a' ik' r' O' k' (u' - k' r' l' - w' i' y' - ve' Ope, - k' - lia(ili' - r' k' w' ; (kdil' - ir' *uw; 3; pv' k' pew' - da' G' age; k' w' , pev' O' k' r' al' ar' d' - ad' v' ew' i' O' r' g' ir' *uw; , au' O' ed' 3' ir' w' y' k' le' k' w' i' r' - paw' 3(' -

8i(k' ku' wa, O' k' w' k' G' i' O' O' k' r' O' k' w'

&(Kye' a, O' k' w' k' G' i' O' O' k' r' O' k' f' - y' k' Oe' - a, ir' g' - k' r' - k' u' w' (e' y' alr.

ir' - ye' - pev' k' v' e' ar' , e' k' f' - k' u' w' k' r' g' k' i' r' g' - k' p' ev' a' ik' r' O' k' w' ye' - addi' ik' r' al' ir' O' u' ved' &

A' pev' O' k' r' O' k' w' k' v' ga' r' i' 8a' ik' r' O' O' a' u' O' a' O' ar' - addi' ik' r' al' ir' O' u' ved' ur' dew' y' i' O' e' r' d' k' v' Oe' G' e' r' - e' r' d' O' w' ye' r' - k' u' w' k' p' ev' a' ik' r' O' k' w' y' a' - addi' ik' r' al' ir' O' u' ved' ave' , k' G' pl' e' ed' &

: i' y' - ve' Ope, - k' - ye' ir' O' u' va' r' , e' - ar' r' k' v' led' - k' - ye' Oe' addi' ik' r' al' ir' O' u' ved' O' B' ye' r' k' l' l' k' w' i' r' g' - addi' ik' r' al' e% lu' O' k' r' O' appl' :

Kyi' O' r' O' u' va' r' , e' d' ke' O' r' k' - appl' - k' :

8i(;! kdil' - ir' *uw; 3; pv' k' pew' - da' G' age; - k' w' ; pev' O' k' r' al' ar' d' - ad' v' ew' i' O' r' g' ir' *uw; ; aw' O' r' g' - ku' k' f' - ye' ve' r' dew' i' r' g' k' r' 3' k' w' ye' railu' ve' - k' - ve' r' dew' ar' - pv' k' re' O' O' k' r' al' - aw' y' i' e, u' val' 3' e' r' g' i' r' eev' i' r' g' - k' w' O' u' ve' i' r' g' - O' ewi, e' O' B' ir' , ludi' r' g:

&(Kye' p' ve' p' av' i' r' g' 3' app' v' i' r' g' 3' k' w' r' ail' i' r' g' - k' - p' ve' p' ave' k' w' app' v' i' r' g' 3' G' ap' O' B' O' k' p' - dv' a' w' i' r' g' O' B' k' p' i' r' ik' r' O' B' - v' ep' k' w' O' B' O' u' ve' i' O' B' field' - k' v' dev' O' B' , y' af' ge' - k' v' dev' O' k' w' dv' a' w' i' r' g' O' - ar' d' - Ope, iri, a' ik' r' O' k' w'

8(<u' ep' w' i' O' k' w' 3' ir' Ope, ik' r' 3' aw' y' i' e, u' val' - k' w' e' r' g' i' r' eev' i' r' g' a, i' v' i' e' O' &

Kyi' O' e% lu' O' k' r' - applie' O' ev' e' r' - ir' - ye' , lai' G' O' ag' air' O' ar' - ir' O' u' ved' - alle' ge' - r' e' gliger' , e' - k' w' k' ye' w' w' k' r' g' d' k' i' r' g' ir' - ye' O' u' p' ew' i' O' k' r' 3' y' i' v' i' r' g' 3' e' G' pl' k' G' e' r' 3' - va' i' r' ir' g' - k' w' G' k' r' i' k' w' i' r' g' - k' f' k' ye' v' O' (' - ya' - ir' O' u' ved' 3' ir' - ye' ; k, , uwe' r' , e; w' y' i, y' , au' O' ed' - ye' ; (kdil' - ir' *uw; - k' w' ; pv' k' pew' - da' G' age; 3' k' w' ye' k' r' e' r' Oe' w' y' i, y' , au' O' ed' - ye' ; pev' O' k' r' al' ar' d' - ad' v' ew' i' O' r' g' ir' *uw; 3' ir' v' k' l' ved' - ye' - ve' r' dew' i' r' g' k' f' k' w' ye' railu' ve' - k' - ve' r' dew' ar' - pv' k' re' O' O' k' r' al' - aw' y' i' e, u' val' 3' e' r' g' i' r' eev' i' r' g' - k' w' O' u' ve' i' r' g' - O' ewi, e' O' &

&(;! kdil' - ir' *uw; - k' w' ; pv' k' pew' - da' G' age; - k, , uwe' r' g' af' ew'

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
- a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

NCCI #: WC000313B
Policy #: 4129866GroundMasters Landscape Services Inc
P O Box 24027
Denver, CO 80224Carver and Associates Insurance Ser
PO Box 567
Arvada, CO 80001
(303) 420-1637**ENDORSEMENT: Blanket Waiver of Subrogation**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: March 1, 2021

Expires on: March 1, 2022

Pinnacol Assurance has issued this endorsement March 2, 2021

Policy Number: 5X99818

COMMERCIAL GENERAL LIABILITY
CG 22 92 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SNOW PLOW OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Within the "products-completed operations hazard",
Exclusion **g.** under Section **I – Coverage A – Bodily
Injury And Property Damage Liability** does not
apply to any "auto" used for snow plow operations.

Certificate Of Completion

Envelope Id: 0FD64FD3A9EF46EDA61AADB76B03F75E	Status: Completed
Subject: Please DocuSign: Snow Management Services Contract 2021-2022 - Snow Management Services, LLC.pdf	
Client Name: Lincoln Station MD	
Client Number: 011-042322-OS03-2021	
Source Envelope:	
Document Pages: 23	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Cindy Jenkins
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Cindy.Jenkins@claconnect.com
	IP Address: 73.169.83.196

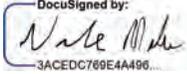
Record Tracking

Status: Original	Holder: Cindy Jenkins	Location: DocuSign
8/5/2021 5:29:12 PM	Cindy.Jenkins@claconnect.com	

Signer Events

Nate Melchior
 nmelchior@dunton-commercial.com
 Board Member
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 3ACEDC789E4A496...
 Signature Adoption: Drawn on Device
 Using IP Address: 174.51.253.137
 Signed using mobile

Timestamp

Sent: 8/5/2021 5:34:29 PM
 Viewed: 8/7/2021 7:34:35 AM
 Signed: 8/7/2021 7:35:40 AM

Electronic Record and Signature Disclosure:
 Accepted: 8/7/2021 7:34:35 AM
 ID: 5057741c-57b2-4d24-adcb-a318c6c15c3f

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/7/2021 7:34:35 AM
Signing Complete	Security Checked	8/7/2021 7:35:40 AM
Completed	Security Checked	8/7/2021 7:35:40 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

**LINCOLN STATION METROPOLIAN DISTRICT
JANITORIAL SERVICES CONTRACT**

This **JANITORIAL SERVICES CONTRACT** (“Contract”) is entered into effective as of January 1, 2022, by and between LINCOLN STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and ROTH PROPERTY MAINTENANCE, LLC, a Colorado limited liability company (the “Contractor”).

RECITALS

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

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined that it requires the performance of various janitorial services; and

WHEREAS, the District desires to engage the Contractor to render these services; and

WHEREAS, the Contractor desires to render said services; and

WHEREAS, the parties desire to enter into this Contract to establish the terms and conditions by which the Contractor shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall provide the janitorial services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Services”). The Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Contract. If such a schedule is included, the Services shall be performed in accordance with the schedule set out in **Exhibit A**.

2. COMPENSATION.

2.1. Compensation for Services. The District shall compensate the Contractor for all

labor, equipment and material necessary to provide the Services according to the rate schedule attached hereto and incorporated herein in **Exhibit B**, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract. The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the District.

2.2. Additional Services. If the District provides Contractor with a written request for services in addition to those listed in Exhibit A (“Additional Services”), any Additional Services will be provided on a time and materials basis. Upon receipt of such a request, the District and the Contractor shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the District and the Contractor. If the Contractor performs any Additional Services prior to or without receiving such a request from the District, the Contractor shall not be entitled to any compensation for such Additional Services.

2.3. Payments. The Contractor shall submit monthly invoices to the District for Services satisfactorily performed during each month of the term of this Contract. The District’s approval of invoices shall be a condition of payment. All invoices shall be addressed to the District as follows: Lincoln Station Metropolitan District, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, CO 80111, ATTN: Anna Jones, District Manager and lincolnstation@bill.com.

2.3.1. Requirements for Payment.

a. Invoices. The Contractor’s invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.3.2. Unsatisfactory Invoices or Services. The District may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment for such Services upon termination of this Contract.

2.3.3. Right of Set-off. Without prejudice to any other right or remedy it may have, the District reserves the right to set off at any time any amount owing to it by the

Contractor against any amount payable by the District to the Contractor under this Contract.

2.4. Time of Payments. The District shall render payment to the Contractor within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the District's receipt of the invoice.

2.5. In compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

2.5.1. The District has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

2.5.2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

2.5.3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

3. TERM.

The term of this Contract shall be from the date first set forth above and shall expire on December 31, 2022, or by the exercise of the termination provisions specified herein, whichever occurs first. Notwithstanding the foregoing, unless terminated, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Contract shall automatically renew on January 1st of each succeeding year for an additional one (1) year term.

4. GENERAL PROVISIONS/REPRESENTATIONS.

4.1. Inspections/Services. The Contractor has familiarized itself with the nature and extent of the Contract and the proposed Services. To the extent the Contractor deems necessary, the

Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract and is familiar with the requirements of the Services and accepts them for such performance.

4.2. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

4.3. Professional Standards. The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

4.4. Performance During Term. The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract

4.5. Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

4.6. Personnel. The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

4.7. Licenses. The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Services required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

4.8. Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or its property, which liens result from the Services performed by the Contractor under this Contract. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within ten (10) days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at the District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid.

4.9. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all

necessary action and do not and will not require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained.

5. WORKERS WITHOUT AUTHORIZATION.

5.1. Certification. Prior to the execution of this Contract, the Contractor shall certify to the District, as attached hereto as **Attachment 1**, that at the time of certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Contract and that the Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in subsection 5.6 of this Section, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

5.2. Prohibited Acts. The Contractor shall not:

5.2.1. Knowingly employ or contract with a worker without authorization to perform work under this Contract; or

5.2.2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract. The Contractor shall provide the District with all certifications received from subcontractors in which subcontractors certify that said subcontractors do not knowingly employ or contract with a worker without authorization to perform work under this Contract.

5.3. Verification.

5.3.1. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either E-Verify Program or the Department Program.

5.3.2. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

5.3.3. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization, the Contractor shall:

a. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

b. Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subsection 5.3.3.a of this Section, the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

5.4. Duty to Comply with Investigations. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), Colorado Revised Statutes to ensure that the Contractor is complying with this Section.

5.5. Breach. If the Contractor violates a provision of this Section, the District may terminate the Contract for a breach of the Contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if the Contractor violates a provision of this Section and the District terminates the Contract.

5.6. Department Program. If the Contractor participates in the Department Program, in lieu of the E-Verify Program, the Contractor shall notify the Department and the District of such participation. The Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Contract, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation, similar in form as attached hereto as **Attachment 2**, to the District.

6. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys’ fees), and liabilities, of, by, or with respect to third parties (“Any Claims”) to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the “Contractor/Related Parties”), in connection with this Contract and/or the Contractor’s Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Contractor. The Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state level and (ii) the term "adjudication" used in Section 13-50.1-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state level.

Insurance coverage requirements or limitations on damages specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor's own expense, additional insurance, if any, required to satisfy the terms of this Section.

7. INSURANCE.

7.1. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 7.2. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees and agents shall be named as an additional insured as provided in subsection 7.3. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Contractor shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

7.2. Minimum Insurance Coverages.

7.2.1. Workers' compensation insurance in accordance with applicable law,

including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

7.2.2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Contractors' limited pollution coverage (for contractors only); and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

7.2.3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

7.2.4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

7.2.5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

7.2.6. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

7.3. Additional Insured Parties. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

7.4. Certificates of Insurance. Prior to commencing any Services under the Contract, the Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

7.5. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

7.5.1. The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

7.5.2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

7.6. Compliance with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District (and its directors, officers and employees).

7.7. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

7.8. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

7.9. Additional Risks and Hazards. If the District requests in writing that insurance for

risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

7.10. Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 7. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

8. TERMINATION.

8.1. Types of Termination.

8.1.1. Events of Default and Termination For Cause. The Contractor shall be immediately in default hereunder (an "Event of Default") upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency or assignment for the benefit of creditors.
- f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by this Contract.
- g. Termination of any subcontract for any substantial Services without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

8.1.2. Termination for Convenience. In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days advance notice, for convenience, this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

8.2. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

8.3. Payment and Liabilities Upon Termination.

8.3.1. Termination For Cause. If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the District's behalf in completing the Services or having the Services completed (excluding changes in the Services by the District following such Event of Default). The District shall determine the total cost of the Services satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the District, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Services and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the District or the amount the District owes the Contractor.

8.3.2. Termination For Convenience. After termination for convenience, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's payment obligations under this Contract shall be deemed satisfied and no further payment by the District to the Contractor shall be made.

8.4. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

8.4.1. Stop work on the Services as specified in the notice of termination; and

8.4.2. Take any action that may be necessary, or that the District may direct, for the protection and preservation of the Services and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

9. **OWNERSHIP OF MATERIALS AND RISK OF LOSS.**

All work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the District under all circumstances, whether or not the Services are completed. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified herein or at the time of

termination of this Contract, whichever event first occurs, and shall be provided to any subsequent owners only with the District's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make them available for the District's use and provide such copies to the District, upon request, at commercial printing rates. At any time, the District may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above.

10. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

10.1. Application of the Act. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

10.2. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

10.3. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

11. INDEPENDENT CONTRACTOR.

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. An agent or employee of Contractor shall never be or deemed to be an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

12. ASSIGNMENT.

Neither the District nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

13. SUBCONTRACTORS.

To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform any portion of the Services performed under this Contract (each a “Permitted Subcontractor”), then: (a) the Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by Permitted Subcontractors to the same extent as if such services, tasks, functions and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection 7.10 of this Contract.

14. MISCELLANEOUS.

14.1. Time is of the Essence. The performance of the Services of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

14.2. Notice. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to District:

Lincoln Station Metropolitan District
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111
Attn: Anna Jones, District Manager
Email: anna.jones@CLAconnect.com

With a copy to:

Icenogle Seaver Pogue, P.C.

4725 South Monaco Street, Suite 360
Denver, CO 80237
Attn.: Tamara K. Seaver, Esq.
Email: tseaver@isp-law.com

Notices to Contractor:

Roth Property Maintenance, LLC
1190 South Cherokee Street, Unit I
Denver, CO 80223
Attn: Travis Roth
Email: Travis@rpmdenver.com

14.3. Governmental Immunity. Nothing in this Contract or in any action taken by the District pursuant to this Contract shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

14.4. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Contract for the current fiscal year.

14.5. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

14.6. Contract Modification. The Contract may not be amended, altered or otherwise changed except by a written agreement signed by authorized representatives of the parties.

14.7. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

14.8. Choice of Law. This Contract and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Contract, are governed by and construed in accordance with the laws of the State of Colorado.

14.9. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract in any forum other than the state courts of the State of Colorado.

14.10. Binding Contract. This Contract shall inure to and be binding on the heirs, executors,

administrators, successors and assigns of the parties hereto.

14.11. No Third Party Beneficiaries. This Contract is entered into for the sole benefit of the District and Contractor, and no other parties are intended to be direct or incidental beneficiaries of this Contract, and no third party shall have any right in, under or to this Contract.

14.12. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

14.13. Rules of Construction. For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Additional Services refer to the Sections of this Contract and Additional Services made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

14.14. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

14.15. Termination of Prior Agreement. The District and Contractor entered into an Office Building Services Agreement for janitorial services dated August 22, 2017 (the “Prior Agreement”). The Parties, by their signatures below, hereby terminate the Prior Agreement and any other existing contracts or agreements between the Parties which have not already expired or been terminated as of the Effective Date of this Contract. All rights, obligations, terms and conditions of the Prior Agreement and any other contracts or agreements which have not already expired or terminated are, as of the Effective Date of this Contract, terminated and shall have no further force or effect.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto entered this Contract effective as of the date first written above.

CONTRACTOR:

ROTH PROPERTY MAINTENANCE, LLC

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

DISTRICT:

LINCOLN STATION METROPOLITAN
DISTRICT

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

ATTACHMENT 1

Certification Regarding Worker Without Authorization

To: LINCOLN STATION METROPOLITAN DISTRICT

I, _____, as _____ of Roth Property Maintenance, LLC, the prospective "Contractor" for that certain contract for janitorial services to be entered into with the Lincoln Station Metropolitan District, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with a worker without authorization who will perform work under this Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), Colorado Revised Statutes in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

Executed on the ___ of _____, 20__.

CONTRACTOR:

ROTH PROPERTY MAINTENANCE, LLC

By: _____
Its: _____

EXHIBIT A

SCOPE OF SERVICES

Contractor is expected to communicate with the District Manager (via e-mail or other means approved of by the District Manager) any issues, concerns or questions which arise during the nightly service. Any issue which poses an immediate hazard, threat, or potential security breach, is to be immediately communicated to the District Manager's emergency contact number.

Property Inspections

Contractor will conduct their own quality control inspections throughout the Term of the Agreement. Contractor shall document all quality control inspections and include copies with the monthly maintenance billing if the District Manager requests. As an additional service to District Manager, Contractor shall immediately report to District Manager, any building or property damage identified during inspections whether or not associated with janitorial service.

Contractor agrees to accompany District Manager on walk-through inspections as requested.

Security/Safety

The Contractor will be required to utilize E-Verify to determine the eligibility of its personnel to work in the United States. All prospective employees will also be subject to a pre-employment background security screening using an agency that will check Colorado records for both open and closed traffic, civil, criminal and small claims cases. No one convicted of a felony or any crime pertaining to theft or drugs will be considered for work at the Property.

Contractor and its employees shall cooperate with the Manager regarding security practices at the Property. Security practices will include, but are not limited to: on-going key/access card security practices; maintaining a janitorial key/access card inventory; displaying contractor identification at all times; securing tenant suites and building access doors during and after cleaning operations; reporting suspected or potential security issues.

Contractor will take appropriate steps to warn people (i.e., close area, caution or wet floor signs, etc.) of work being done that may result in a slip/trip and fall on surfaces from damp mopping, floor scrubbing, waxing or where power cords are in traffic areas.

Contractor is expected to train its employees on the Property's approved emergency life safety plan, and procedure for securing a tenant's premises while cleaning and upon leaving the suite.

Daily Cleaning Task Specifications

9360 Station Street Atrium/Lobbies - Vacuum all carpet and mats; sweep, damp mop all non-carpeted floors; spot clean entry mats and carpets as needed. Clean entry door glass, door handles and kick plates; shine all metal surfaces (with District Manager approved products). Spot clean walls.

9360 Station Street Elevator - Clean all interior walls and floor surfaces, including frames, buttons, hand rails, cab mirrors and door tracks.

Exterior Grounds - Police for trash, debris and spills. Sweep, mop or hose down as required. Empty all exterior trash receptacles.

Special Projects - As directed by the District Manager.

Day Porter Specifications

Contractor shall provide two (2) full-time day porters working 8 hours a day (7:30 a.m. to 4:00 p.m.), Monday through Friday, except for holidays as previously noted, to perform the work outlined above. Employees must be fluent in English.

Contractor shall provide day porters with uniforms which display the Contractor's company name and/or employee's name. Uniforms shall include shirt, pants, light jacket, and heavy jacket. Employees are expected to wear their own dark colored work shoes (not athletic shoes). Cleaning and maintenance of uniforms shall be the responsibility of Contractor.

Contractor shall provide day porter with a mobile phone for communications with District Manager.

Paper Products/Supplies/Equipment

Contractor shall bill District Manager separately the cost plastic trash can liners. All other supplies and equipment required to complete the services called for above will be supplied as necessary by the Contractor and at no additional cost to the District. All supplies and equipment must be purchased, utilized, and maintained per the requirements of the U.S. Green Building Council, Inc. (USGBC@) LEED program. Required logs must also be maintained per the U.S. Green Building Council, Inc. (USGBC@) LEED program.

EXHIBIT B**SERVICES RATE SCHEDULE**

Monthly Cost - (2) Day Porters for 8 hours/5 days/week (note 1):

Description	Monthly Total Amount	District Cost (49.22%)
Day Porter Services	\$7,337.97	\$3,611.75
Day Porter Health Insurance	\$1017.6147	\$500.87
		\$4,112.62

Note 1: The Monthly Total Amount is an average for two (2) day porters and will be shared with 9360 Station Street, 9375 Station Street, 9380 Station Street and 9400 Station Street. The District is responsible for 49.22% of the Monthly Total Amount.

**LINCOLN STATION METROPOLITAN DISTRICT
GENERAL MAINTENANCE SERVICES CONTRACT**

This **GENERAL MAINTENANCE SERVICES CONTRACT** (the “Contract”) is entered into effective as of January 1, 2022, by and between LINCOLN STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and CDR CONSTRUCTION, LLC, a Colorado limited liability company (the “Contractor”).

RECITALS

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

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined that it requires the performance of various general maintenance services; and

WHEREAS, the District desires to engage the Contractor to render these services; and

WHEREAS, the Contractor desires to render said services; and

WHEREAS, the parties desire to enter into this Contract to establish the terms and conditions by which the Contractor shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall provide the general maintenance services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Services”). The Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Contract. If such a schedule is included, the Services shall be performed in accordance with the schedule set out in **Exhibit A**.

2. COMPENSATION.

21. Compensation for Services. The District shall compensate the Contractor for all labor, equipment and material necessary to provide the Services at the rate of Sixty Dollars (\$60.00) per hour, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract. In no event shall compensation for the Services exceed Forty-Five Thousand Dollars (\$45,000) for Services satisfactorily performed in 2022, and an amount not to exceed Fifty Thousand Dollars (\$50,000) for Services satisfactorily performed in 2023 (the "Compensation"). The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the District.

22. Additional Services. If the District provides Contractor with a written request for services in addition to those listed in Exhibit A ("Additional Services"), any Additional Services will be provided on a time and materials basis at the hourly billing rates in Section 2.1 above. Upon receipt of such a request, the District and the Contractor shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the District and the Contractor. If the Contractor performs any Additional Services prior to or without receiving such a request from the District, the Contractor shall not be entitled to any compensation for such Additional Services.

23. Payments. The Contractor shall submit monthly invoices to the District for Services satisfactorily performed during each month of the term of this Contract. The District's approval of invoices shall be a condition of payment. All invoices shall be addressed to the District as follows: Lincoln Station Metropolitan District, 8390 E Crescent Parkway, Suite 500, Greenwood Village, CO 80111, ATTN: Anna Jones, District Manager.

2.3.1. Requirements for Payment.

a. Invoices. The Contractor's invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.3.2. Unsatisfactory Invoices or Services. The District may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Services which are not completed as

scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment for such Services upon termination of this Contract.

24. Time of Payments. The District shall render payment to the Contractor within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the District's receipt of the invoice.

25. In compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

2.5.1. The District has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

2.5.2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

2.5.3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

3. TERM.

The term of this Contract shall be from the date first set forth above and shall expire on December 31, 2023, or by the exercise of the termination provisions specified herein, whichever occurs first. The District shall have the option to extend the term of this Contract for two (2) consecutive one-year terms upon written notice to the Contractor by the District.

4. GENERAL PROVISIONS/REPRESENTATIONS.

4.1. Inspections/Services. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract and is familiar with the requirements of the Services and accepts them for such performance.

42. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

43. Professional Standards. The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

44. Performance During Term. The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract

45. Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

46. Personnel. The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

47. Licenses. The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Services required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

48. Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or its property, which liens result from the Services performed by the Contractor under this Contract. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within ten (10) days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at the District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid.

49. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained.

5. WORKERS WITHOUT AUTHORIZATION.

51. Certification. Prior to the execution of this Contract, the Contractor shall certify to the District, as attached hereto as **Attachment 1**, that at the time of certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Contract and that the Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in subsection 5.6 of this Section, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

52. Prohibited Acts. The Contractor shall not:

5.2.1. Knowingly employ or contract with a worker without authorization to perform work under this Contract; or

5.2.2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract. The Contractor shall provide the District with all certifications received from subcontractors in which subcontractors certify that said subcontractors do not knowingly employ or contract with a worker without authorization to perform work under this Contract.

53. Verification.

5.3.1. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either E-Verify Program or the Department Program.

5.3.2. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

5.3.3. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization, the Contractor shall:

a. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

b. Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subsection 5.3.3 a) of this Section, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information

to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

54. Duty to Comply with Investigations. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), Colorado Revised Statutes to ensure that the Contractor is complying with this Section.

55. Breach. If the Contractor violates a provision of this Section, the District may terminate the Contract for a breach of the Contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if the Contractor violates a provision of this Section and the District terminates the Contract.

56. Department Program. If the Contractor participates in the Department Program, in lieu of the E-Verify Program, the Contractor shall notify the Department and the District of such participation. The Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Contract, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation, similar in form as attached hereto as **Attachment 2**, to the District.

6. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys’ fees), and liabilities, of, by, or with respect to third parties (“Any Claims”) to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the “Contractor/Related Parties”), in connection with this Contract and/or the Contractor’s Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor’s defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the

death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) “the degree or percentage of negligence or fault attributable” to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state level and (ii) the term “adjudication” used in Section 13-50.1-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state level.

Insurance coverage requirements specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor’s own expense, additional insurance, if any, required to satisfy the terms of this Section.

7. **INSURANCE.**

7.1. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 7.2. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees and agents shall be named as an additional insured as provided in subsection 7.3. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Contractor shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

7.2. Minimum Insurance Coverages.

7.2.1. Workers’ compensation insurance in accordance with applicable law, including employers’ liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

7.2.2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a Premises and operations;

- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Contractors' limited pollution coverage (for contractors only); and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

7.2.3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

7.2.4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

7.2.5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

7.2.6. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

73. Additional Insured Parties. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

74. Certificates of Insurance. Prior to commencing any Services under the Contract, the Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

75. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

7.5.1. The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

7.5.2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

76. Compliance with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District (and its directors, officers and employees).

77. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

78. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

79. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

7.10. Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 7. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

8. **TERMINATION.**

8.1. Types of Termination.

8.1.1. Events of Default and Termination For Cause. The Contractor shall be immediately in default hereunder (an “Event of Default”) upon the occurrence of any of the events described below:

- a Any breach of the terms and conditions of this Contract.
- b Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- c Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.
- d Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency or assignment for the benefit of creditors.
- f Any attempt by the Contractor to assign its performance of this Contract without the consent required by this Contract.
- g Termination of any subcontract for any substantial Services without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

8.1.2. Termination Not For Cause. In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days advance notice, not for cause, this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

82. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

83. Payment and Liabilities Upon Termination.

8.3.1. Termination for Cause. If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the District’s behalf in completing the Services or having the Services completed (excluding changes in the Services by the District following such Event of Default). The District shall determine the total cost of the Services satisfactorily performed by the Contractor prior to

the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the District, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Services and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the District or the amount the District owes the Contractor.

8.3.2. Termination Not For Cause. After termination not for cause, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's payment obligations under this Contract shall be deemed satisfied and no further payment by the District to the Contractor shall be made.

8.4. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or not for cause, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

8.4.1. Stop work on the Services as specified in the notice of termination; and

8.4.2. Take any action that may be necessary, or that the District may direct, for the protection and preservation of the Services and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

9. OWNERSHIP OF MATERIALS AND RISK OF LOSS.

All work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the District under all circumstances, whether or not the Services are completed. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified herein or at the time of termination of this Contract, whichever event first occurs, and shall be provided to any subsequent owners only with the District's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make them available for the District's use and provide such copies to the District, upon request, at commercial printing rates. At any time, the District may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above.

10. INDEPENDENT CONTRACTOR.

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. An agent or employee of Contractor shall never be or deemed

to be an employee or agent of the District. The manner and means of providing the Services are under the sole control of the Contractor. The payment or withholding of any federal, state and local taxes for the Contractor, its employees or agents shall be the responsibility of the Contractor. As an independent contractor, the Contractor shall be responsible for complying with all applicable workers' compensation laws concerning itself, its agents, employees and subcontractors.

11. ASSIGNMENT.

Neither the District nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

12. SUBCONTRACTORS.

To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform, any portion of the Services performed under this Contract (each a "Permitted Subcontractor"), then: (a) the Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by Permitted Subcontractors to the same extent as if such services, tasks, functions and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection 7.10 of this Contract.

13. MISCELLANEOUS

13.1. Time is of the Essence. The performance of the Services of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

13.2. Notice. All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), or (c) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed given (i) when received, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, or (iii) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to District:

Lincoln Station Metropolitan District
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111

Attn: Anna Jones, District Manager

With a copy to:

Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, CO 80237
Attn.: Tamara K. Seaver

Notices to Contractor:

CDR Construction LLC
710 E Vassar Ave
Denver CO 80210
Attn: Jay Fells

133. Governmental Immunity. Nothing in this Contract shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

134. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Contract for the current fiscal year.

135. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

136. Contract Modification. The Contract may not be amended, altered or otherwise changed except by a written agreement signed by the parties.

137. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default thereunder.

138. Controlling Law and Venue. The parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Contract or any Services to be provided hereunder shall lie in the state courts of the State of Colorado.

139. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

13.10. No Third Party Beneficiaries. This Contract is entered into for the sole benefit of the District and Contractor, and no other parties are intended to be direct or incidental beneficiaries of this Contract, and no third party shall have any right in, under or to this Contract.

13.11. Severability. The invalidity or unenforceability of any portion or previous version of this Contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance of this Contract shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion or provisions.

13.12. Headings. The headings and captions in this Contract are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Contract.

13.13. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto entered this Contract effective as of the date first written above.

CONTRACTOR:
CDR Construction, LLC

By: Jay Fells

Its: Manager

ATTEST:

By: _____
Its: _____

DISTRICT:

LINCOLN STATION METROPOLITAN
DISTRICT

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

ATTACHMENT 1
Certification Regarding Workers Without Authorization

To: LINCOLN STATION METROPOLITAN DISTRICT

I, Jay Fells, as Manager of CDR Construction, LLC, the prospective “Contractor” for that certain contract for general maintenance services to be entered into with the Lincoln Station Metropolitan District, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with a worker without authorization who will perform work under this Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment’s Employment Verification Program pursuant to Section 8-17.5-102(5)(c), Colorado Revised Statutes in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

Executed on the _____ of _____ 202____.

CONTRACTOR:

CDR Construction, LLC

By: Jay Fells

Its: Manager

EXHIBIT A

SCOPE OF SERVICES

Upon prior approval of the District Manager, the Contractor will perform general maintenance and property upkeep of the District's property, including but not limited to picking up, cleaning, and maintaining public areas; changing light bulbs as necessary; fountain upkeep and cleaning of fountain strainers; clock adjustments; parking enforcement; vendor coordination; painting projects; HVAC preventative maintenance; door repairs; property welfare checks; general cleanup of areas of need or due to vandalism; and such other maintenance as directed by the District manager.

Hours: 5 to 10 hours per week with Services to be performed during evenings and weekends unless otherwise directed by the District Manager. Services in excess of 10 hours per week require the prior written approval of the District Manager.

WORK ORDER CONTRACT

LINCOLN STATION METROPOLITAN DISTRICT

1. **CONTRACTOR.** The Lincoln Station Metropolitan District (the "District") hereby retains BRISTOL BOTANICS, INC. (the "Contractor") to perform the Work (as defined in paragraph 3) for the District. The Contractor hereby agrees to perform such Work, pursuant to the terms and conditions set forth herein as an independent contractor of the District.
2. **TERM.** The Contractor shall commence the Work on November 15, 2021, or when otherwise advised by the District. The Contractor shall complete all the Work by January 21, 2022.
3. **SCOPE OF WORK.** The "Work" contracted for pursuant to this Work Order shall consist of the following: Supply, install, maintain, and remove exterior holiday design, as more particularly described in Attachment 1 attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of an attached scope of work and this Work Order, the terms of this Work Order shall prevail. In performing the Work the Contractor shall: (a) comply with all applicable federal, state and local laws (b) be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Work and (c) warrant the Work for one year after completion of the Work, as applicable.
4. **COMPENSATION.** The Contractor shall be paid an amount not to exceed \$10,840.00 by the District for Work satisfactorily performed, with payment for 50% of the total cost of the Work (\$5,420.00) due and payable upon the Contractor's satisfactory completion of the installation of the holiday design, and with the remaining 50% of the total cost of the Work (\$5,420.00) due and payable upon the Contractor's satisfactory removal of the holiday design. The Contractor shall be solely responsible for all expenses it incurs in performance of the Work and shall not be entitled to any reimbursement or compensation except as set forth herein. As applicable, for certain contracts over \$50,000, the performance and payment bond provisions of Section 38-26-105, C.R.S., are hereby incorporated by this reference into this Work Order as though fully set forth herein and shall hereinafter bind the District and the Contractor accordingly.
5. **INDEMNIFICATION.** Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Work Order, the Contractor shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, agents representatives or employees, or the agents, representatives, or employees of any subcontractors, in connection with this Work Order and/or the Work provided hereunder, including, without limitation, Any Claims which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time. Provided, however, that such Contractor shall not be liable for any claim, loss, damage, injury or liability arising out of the negligence, willful acts, or intentional torts of the Indemnitees. The obligations this paragraph shall survive termination or expiration of this Work Order.
6. **INSURANCE.** The Contractor shall secure and maintain for the term of this Work Order adequate statutory workers' compensation insurance coverage, comprehensive general liability insurance and excess liability coverage, from companies licensed in the State of Colorado, as will protect itself and the Indemnitees from claims for bodily injuries, death, personal injury or property damage, which may arise out of or result from the Contractor's acts, errors or omissions. Such insurance coverage shall be acceptable to the District in its sole discretion. To provide evidence of the required insurance coverage, copies of certificates of insurance shall be furnished to the District.
7. **ILLEGAL ALIENS.** As applicable, the provisions of Sections 8-17.5-101 *et seq.*, C.R.S. are hereby incorporated by this reference into this Work Order as though fully set forth herein, and shall hereinafter bind the Contractor accordingly. Prior to the execution of this Work Order the Contractor shall complete the certification to the

District attached hereto as **Exhibit A** and incorporated herein by this reference. If the Contractor participates in the Department Program the Contractor shall notify the Department and the District of such participation. The Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Work Order, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide the District a written, notarized copy of the affirmation, similar to **Exhibit B** attached hereto and incorporated herein by this reference.

8. CONFIDENTIALITY. During the performance of this Work Order the Contractor may have access to confidential information and hereby agrees that the Contractor will not use or disclose to anyone, except as required in the performance of this Work Order or by law, or as otherwise authorized by the District, any or all confidential information given to the Contractor by the District, developed by the Contractor as a result of the performance of this Work Order or accessed by the Contractor as a result of this Work Order. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1, *et seq.*, C.R.S. The Contractor agrees that, if the District so requests, it will execute a confidentiality agreement, in a form acceptable to the District. The obligations of this paragraph shall survive termination or expiration of this Work Order.

9. MISCELLANEOUS.

A. Subject to Annual Budget and Appropriation/Governmental Immunity. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. As applicable, the provisions of Section 24-91-103.6, C.R.S. are hereby incorporated by this reference into this Work Order as though fully set forth herein and shall hereinafter bind the District and the Contractor accordingly. Nothing in this Work Order, or in any actions taken by the District pursuant to this Work Order, shall be deemed a waiver of the District's sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

B. Integration/Modification/Assignment/Termination. This Work Order contains the entire agreement between the parties, and no statement, promise or inducement made by either party or the agent of either party that is not contained in this Work Order shall be valid or binding. This Work Order may be modified, amended or changed only by an agreement in writing duly authorized and executed by both parties. The Contractor shall not assign this Work Order or any interest hereunder, in whole or in part, without the prior written consent of the District, which consent may be withheld for any reason or for no reason. The District may assign this Work Order or any interest hereunder, in whole or in part, at any time. The District may terminate this Work Order at any time for convenience or for cause, in whole or in part, by delivery to the Contractor of a written notice of termination at least five (5) days prior to the effective date.

C. Severability/Non-Waiver/Governing Law and Venue. If any term or provision of this Work Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Work Order; provided, however, that if any fundamental term or provision of this Work Order is invalid, illegal, or unenforceable, the remainder of this Work Order shall be unenforceable. No waiver of any of the provisions of this Work Order shall be deemed to constitute a waiver of any other provision of this Work Order, nor shall such waiver constitute a continuing waiver or waiver of any subsequent default unless otherwise expressly provided herein. This Work Order shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the state courts of the State of Colorado.

This Work Order may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. By signature of its representatives below, each party affirms it has taken all necessary action to authorize said representative to execute this Work Order.

LINCOLN S ^{DocuSigned by:} OLITAN DISTRICT
Nate Melchior
3ACEDC769E4A496...
By: _____
Its: Board Member
Date: 8/11/2021

BRISTOL BOTANICS, INC.:
[Signature]
By: Rich Bristol
Its: PRESIDENT
Date: 8/10/21

EXHIBIT A

Certification Regarding Illegal Aliens

I, Rich Bristol, as PRESIDENT of BRISTOL BOTANICS, INC., the prospective "Contractor" for that certain contract for services to be entered into with the District, do hereby certify on behalf of said Contractor that, as of the date of this certification, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Work Order and that the Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Work Order.

BRISTOL BOTANICS, INC.:



By: Rich Bristol

Its: PRESIDENT

Date: 8/10/21

ATTACHMENT 1

Scope of Work



BRISTOL BOTANICS INC

2021 Exterior Holiday Proposal

for

Lincoln Station

Presented to:

Anna Jones

August 4, 2021

Lincoln Station
2021 Exterior Holiday Design
8/4/21

Exterior**Lease**

Entry Monument Sign	<i>(must use tapcons to attach)</i>	
	18' Artificial Garland	200.00
	Decorated to Red, Green, Gold	
	Labor	100.00

9400 Building

North Side	4 Lampposts (existing)	
	60' Fresh Garland @ 3.00/ft	180.00
	8 Red Velvet Bows @ 7.00 ea.	56.00
	Labor	100.00
	4 15' Pear Trees (existing)	
	4 Strings 100x4 LED Lights w/Brown Wire (trunks) @ \$30.00 ea.	120.00
	12 Strings 100x6 LED Lights w/Brown (tops) @ \$32.00 ea. (link tree 3 with 2 or 4 via metal framework above)	384.00
	Labor	320.00

9380 Building

RTD Drive		
Sidewalk	3 12' Maple (existing)	
	6 Strings 100x4 LED Lights w/Brown Wire (trunks) @ \$30.00 ea.	180.00
	6 Strings 100x6 LED Lights w/Brown Wire (tops) @ \$32.00 ea.	192.00
	Labor	240.00
Visitor Parking	4 Lampposts (existing) (square poles only)	
	60' Fresh Garland @ 3.00/ft	180.00
	8 Red Velvet Bows @ 7.00 ea.	56.00
	Labor	100.00

Lincoln Station
2021 Exterior Holiday Design
8/4/21

West Side	12	Lampposts (existing)		
	180'	Fresh Garland @ 3.00/ft	540.00	
	24	Red Velvet Bows @ 7.00 ea.	168.00	
		Labor	300.00	
West Grass (two outlets)	1	10' Pear Tree (existing)		
	8	20' Ash Trees (existing)		
	18	Strings 100x4 LED Lights w/Brown Wire (trunks) @ \$30.00 ea.	540.00	
	45	Strings 100x6 LED Lights w/Brown Wire (tops) @ \$32.00 ea.	1440.00	
	Labor	1260.00		
North Side	3	10' Crab Apple Trees (existing) (1 outlet)		
	3	Strings 100x4 LED Lights w/Brown Wire (trunks) @ \$30.00 ea.	90.00	
	9	Strings 100x6 LED Lights w/Brown Wire (tops) @ \$32.00 ea.	288.00	
		Labor	240.00	
	4	12' Crab Apple Trees (existing) (1 outlet)		
	4	Strings 100x4 LED Lights w/Brown Wire (trunks) @ \$30.00 ea.	120.00	
	12	Strings 100x6 LED Lights w/Brown Wire (tops) @ \$32.00 ea.	384.00	
		Labor	320.00	
	9360 Building - Clock Tower			
	South Side	3	15' Crab Apple Trees (existing) (1 outlet)	
3		Strings 100x4 LED Lights w/Brown Wire (trunks) @ \$30.00 ea.	90.00	
9		Strings 100x6 LED Lights w/Brown Wire (tops) @ \$32.00 ea.	288.00	
		Labor	240.00	
West Side	5	Lampposts (existing)		
	75'	Fresh Garland @ 3.00/ft	225.00	
	10	Red Velvet Bows @ 7.00 ea.	70.00	
		Labor	125.00	

Lincoln Station
2021 Exterior Holiday Design
8/4/21

9375 Building

South Side	3	Lampposts (existing)	
	45'	Fresh Garland @ 3.00/ft	135.00
	6	Red Velvet Bows @ 7.00 ea.	42.00
		Labor	75.00
East Side	5	Lampposts (existing)	
	75'	Fresh Garland @ 3.00/ft	225.00
	10	Red Velvet Bows @ 7.00 ea.	70.00
		Labor	125.00
West Side	4	12' Columnar Oak Trees (existing)	
	4	Strings 100x4 LED Lights w/Brown Wire (trunks) @ \$30.00 ea.	120.00
	16	Strings 100x6 LED Lights w/Brown Wire (tops) @ \$32.00 ea.	512.00
		Labor	400.00
		Total Lease	\$6,895.00
		Total Labor	3945.00
		Total Holiday Design	<u>\$10,840.00</u> tax exempt

50% Deposit Due upon Approval
Balance Due upon Installation

Certificate Of Completion

Envelope Id: 43A258CF95C54328B815182AA07D23E3	Status: Completed
Subject: Please DocuSign: Bristol Botanics - 2021 Work Order Contract (holiday decor) (partially execute...	
Client Name: Lincoln Station MD	
Client Number: 011-042322-OS03-2021	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Cindy Jenkins
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Cindy.Jenkins@claconnect.com
	IP Address: 73.169.83.196

Record Tracking

Status: Original	Holder: Cindy Jenkins	Location: DocuSign
8/11/2021 4:14:29 PM	Cindy.Jenkins@claconnect.com	

Signer Events

Nate Melchior
 nmelchior@dunton-commercial.com
 Board Member
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 72.164.55.138

Timestamp

Sent: 8/11/2021 4:17:15 PM
 Viewed: 8/11/2021 5:07:21 PM
 Signed: 8/11/2021 5:07:30 PM

Electronic Record and Signature Disclosure:

Accepted: 8/11/2021 5:07:21 PM
 ID: 325def66-2ef9-4633-9481-6f712f874b36

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/11/2021 4:17:15 PM
Certified Delivered	Security Checked	8/11/2021 5:07:21 PM
Signing Complete	Security Checked	8/11/2021 5:07:30 PM
Completed	Security Checked	8/11/2021 5:07:30 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

**LINCOLN STATION METROPOLITAN DISTRICT
LANDSCAPING SERVICES CONTRACT**

This **LANDSCAPING SERVICES CONTRACT** (“Contract”) is entered into as of January 1, 2022, by and between **LINCOLN STATION METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC**, a Colorado corporation (the “Contractor”).

RECITALS

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

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined that it requires the performance of various landscaping services; and

WHEREAS, the District desires to engage the Contractor to render these services; and

WHEREAS, the Contractor desires to render said services; and

WHEREAS, the parties desire to enter into this Contract to establish the terms and conditions by which the Contractor shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall provide the landscaping maintenance and care services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Services”). The Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Contract. If such a schedule is included, the Services shall be performed in accordance with the schedule set out in **Exhibit A**.

2. COMPENSATION.

2.1. Compensation for Services. The District shall compensate the Contractor for all

labor, equipment and material necessary to provide the Services according to the rate schedule attached hereto and incorporated herein in **Exhibit B**, subject to District annual appropriations and in accordance with and subject to all of the conditions in this Contract, the sum of Nine Thousand Seven Hundred Twenty Dollars (\$9,720.00), which shall be paid in monthly installments of Eight Hundred Ten Dollars (\$810.00) beginning January 1, 2022 (the “Compensation”). The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the District.

2.2. Additional Services. If the District provides Contractor with a written request for services in addition to those listed in Exhibit A (“Additional Services”), any Additional Services will be provided on a time and materials basis at the billing rates attached hereto as **Exhibit C** and incorporated herein by this reference (the “Additional Services”). Upon receipt of such a request, the District and the Contractor shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the District and the Contractor. If the Contractor performs any Additional Services prior to or without receiving such a request from the District, the Contractor shall not be entitled to any compensation for such Additional Services.

2.3. Payments. The Contractor shall submit monthly invoices to the District for Services satisfactorily performed during each month of the term of this Contract. The District’s approval of invoices shall be a condition of payment. All invoices shall be addressed to the District as follows: Lincoln Station Metropolitan District, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, CO 80111 Attn: Anna Jones.

2.3.1. Requirements for Payment.

a. Invoices. The Contractor’s invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.3.2. Unsatisfactory Invoices or Services. The District may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment for such Services upon termination of this Contract.

2.3.3. Right of Set-off. Without prejudice to any other right or remedy it may have,

the District reserves the right to set off at any time any amount owing to it by the Contractor against any amount payable by the District to the Contractor under this Contract.

2.4. Time of Payments. The District shall render payment to the Contractor within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the District's receipt of the invoice.

2.5. In compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

2.5.1. The District has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

2.5.2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

2.5.3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

3. TERM.

The term of this Contract shall be from the date first set forth above and shall expire on December 31, 2022, or by the exercise of the termination provisions specified herein, whichever occurs first.

4. GENERAL PROVISIONS/REPRESENTATIONS.

4.1. Inspections/Services. The Contractor has familiarized itself with the nature and extent of the Contract and the proposed Services. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract and is familiar with the requirements of the Services and accepts

them for such performance.

4.2. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

4.3. Professional Standards. The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

4.4. Performance During Term. The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract

4.5. Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

4.6. Personnel. The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

4.7. Licenses. The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Services required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

4.8. Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or its property, which liens result from the Services performed by the Contractor under this Contract. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within ten (10) days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at the District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid.

4.9. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of

directors or any shareholders of the Contractor or any other person which has not been obtained.

4.10. Damages by Contractor. The Contractor shall promptly repair, and pay in full for, any and all damages caused by the Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services, or instruments for whose actions the Contractor is responsible hereunder. The Contractor agrees to immediately report to the District any and all property damages and/or personal injuries that occur during the course of the Contractor's performance of this Contract.

5. WORKERS WITHOUT AUTHORIZATION.

5.1. Certification. Prior to the execution of this Contract, the Contractor shall certify to the District, as attached hereto as **Attachment 1**, that at the time of certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Contract and that the Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in subsection 5.6 of this Section, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

5.2. Prohibited Acts. The Contractor shall not:

5.2.1. Knowingly employ or contract with a worker without authorization to perform work under this Contract; or

5.2.2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract. The Contractor shall provide the District with all certifications received from subcontractors in which subcontractors certify that said subcontractors do not knowingly employ or contract with a worker without authorization to perform work under this Contract.

5.3. Verification.

5.3.1. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either E-Verify Program or the Department Program.

5.3.2. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

5.3.3. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without

authorization, the Contractor shall:

a. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

b. Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subsection 5.3.3.a of this Section, the subcontractor does not stop employing or contracting with a worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

5.4. Duty to Comply with Investigations. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), Colorado Revised Statutes to ensure that the Contractor is complying with this Section.

5.5. Breach. If the Contractor violates a provision of this Section, the District may terminate the Contract for a breach of the Contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if the Contractor violates a provision of this Section and the District terminates the Contract.

5.6. Department Program. If the Contractor participates in the Department Program, in lieu of the E-Verify Program, the Contractor shall notify the Department and the District of such participation. The Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Contract, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation, similar in form as attached hereto as **Attachment 2**, to the District.

6. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys’ fees), and liabilities, of, by, or with respect to third parties (“Any Claims”) to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the “Contractor/Related Parties”), in connection with this Contract and/or the Contractor’s Services

hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Contractor. The Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state level and (ii) the term "adjudication" used in Section 13-50.1-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state level.

Insurance coverage requirements or limitations on damages specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor's own expense, additional insurance, if any, required to satisfy the terms of this Section.

7. INSURANCE.

7.1. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 7.2. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees and agents shall be named as an additional insured as provided in subsection 7.3. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Contractor shall

immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

7.2. Minimum Insurance Coverages.

7.2.1. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

7.2.2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Contractors' limited pollution coverage (for contractors only); and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

7.2.3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

7.2.4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

7.2.5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

7.2.6. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

7.3. Additional Insured Parties. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

7.4. Certificates of Insurance. Prior to commencing any Services under the Contract, the Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

7.5. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

7.5.1. The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

7.5.2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

7.6. Compliance with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District (and its directors, officers and employees).

7.7. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

7.8. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

7.9. Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

7.10. Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 7. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

8. TERMINATION.

8.1. Types of Termination.

8.1.1. Events of Default and Termination For Cause. The Contractor shall be immediately in default hereunder (an "Event of Default") upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency or assignment for the benefit of creditors.
- f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by this Contract.
- g. Termination of any subcontract for any substantial Services without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

8.1.2. Termination for Convenience. In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days advance notice, for convenience, this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

8.2. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

8.3. Payment and Liabilities Upon Termination.

8.3.1. Termination For Cause. If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the District's behalf in completing the Services or having the Services completed (excluding changes in the Services by the District following such Event of Default). The District shall determine the total cost of the Services satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the District, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Services and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the District or the amount the District owes the Contractor.

8.3.2. Termination For Convenience. After termination for convenience, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's payment obligations under this Contract shall be deemed satisfied and no further payment by the District to the Contractor shall be made.

8.4. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

8.4.1. Stop work on the Services as specified in the notice of termination; and

8.4.2. Take any action that may be necessary, or that the District may direct, for the protection and preservation of the Services and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

9. OWNERSHIP OF MATERIALS AND RISK OF LOSS.

All work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the District under all circumstances, whether or not the Services are completed. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified herein or at the time of termination of this Contract, whichever event first occurs, and shall be provided to any subsequent owners only with the District's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make them available for the District's use and provide such copies to the District, upon request, at commercial printing rates. At any time, the District may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above.

10. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

10.1. Application of the Act. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

10.2. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

10.3. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

11. INDEPENDENT CONTRACTOR.

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. An agent or employee of Contractor shall never be or deemed to be an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS**

AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.

12. ASSIGNMENT.

Neither the District nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

13. SUBCONTRACTORS.

To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform any portion of the Services performed under this Contract (each a "Permitted Subcontractor"), then: (a) the Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by Permitted Subcontractors to the same extent as if such services, tasks, functions and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection 7.10 of this Contract.

14. MISCELLANEOUS.

14.1. Time is of the Essence. The performance of the Services of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

14.2. Notice. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to District:

Lincoln Station Metropolitan District
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Attn: Anna Jones, District Manager
 Email: anna.jones@CLAconnect.com

With a copy to:

Icenogle Seaver Pogue, P.C.
 4725 South Monaco Street, Suite 360
 Denver, CO 80237
 Attn.: Tamara K. Seaver
 Email: tseaver@isp-law.com

Notices to Contractor:

BrightView Landscape Services
 2333 West Oxford Avenue
 Sheridan, CO 8011
 Attn: Dennis Bedford
 Email: dennis.bedford@brightview.com

14.3. Governmental Immunity. Nothing in this Contract or in any action taken by the District pursuant to this Contract shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

14.4. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Contract for the current fiscal year.

14.5. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

14.6. Contract Modification. The Contract may not be amended, altered or otherwise changed except by a written agreement signed by authorized representatives of the parties.

14.7. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

14.8. Choice of Law. This Contract and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Contract, are governed by and construed in accordance with the laws of the State of Colorado.

14.9. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract in any forum other than the state courts of the State of Colorado.

14.10. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

14.11. No Third Party Beneficiaries. This Contract is entered into for the sole benefit of the District and Contractor, and no other parties are intended to be direct or incidental beneficiaries of this Contract, and no third party shall have any right in, under or to this Contract.

14.12. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

14.13. Rules of Construction. For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Additional Services refer to the Sections of this Contract and Additional Services made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

14.14. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto entered this Contract effective as of the date first written above.

CONTRACTOR:

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

DISTRICT:

LINCOLN STATION METROPOLITAN
DISTRICT

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

ATTACHMENT 1

Certification Regarding Workers Without Authorization

To: LINCOLN STATION METROPOLITAN DISTRICT

I, _____, as _____ of Brightview Landscape Services, Inc., the prospective “Contractor” for that certain contract for landscape services to be entered into with the Lincoln Station Metropolitan District, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with a worker without authorization who will perform work under this Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment’s Employment Verification Program pursuant to Section 8-17.5-102(5)(c), Colorado Revised Statutes in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

Executed on the ___ of _____, 2021.

CONTRACTOR:

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: _____
Its: _____

EXHIBIT A

SCOPE OF SERVICES

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the District located at Park Meadows Drive and Station Way, as specified herein.

NOTE: Services includes addressing trash and weeds in the 2 detention ponds located to the east of the southerly parking lot adjacent to Station Street, Lone Tree, CO 80124 and along the eastern facing entrance of 9380 Station Street, slightly to the west of the RTD commuter rail station platform area, Lone Tree, CO 80124.

1. **Turf Care:**

1.1. Mowing: *Included Frequencies - 26*

Turf areas shall be mowed more frequently during the active growing season and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season. Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.

1.2. String Trimming: *Included Frequencies - 26*

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

1.3. Edging: *Included Frequencies - 7*

All turf areas adjacent to sidewalks shall be edged.

1.4. Blowing: *Included Frequencies - 26*

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

1.5. Aeration: *Included Frequencies - 1*

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

1.6. Fertilization: *Included Frequencies – 3 in 1*

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

1.7. Post Emergent Broadleaf Weed Control: *Included Frequencies - 2*

Turf shall be kept reasonably free of weeds by the use of chemical herbicide, in accordance with manufacturer's recommendations, to promote a healthy appearance.

2. **Shrubs and Bed Areas:**

2.1. Pruning:

2.1.1. Shrub Pruning: *Included Frequencies - 2*

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

2.1.2. Ornamental Grass Pruning: *Included Frequencies - 1*

Ornamental grasses will be cut one time per year, typically in late winter, to approximately $\frac{1}{4}$ of the existing height.

2.1.3. Perennial Pruning: *Included Frequencies - 1*

Perennial cut back will be done one time per year, typically in the fall. Perennial dead heading will be done as necessary throughout the growing season.

2.2. Weed Control: *Included Frequencies - 26*

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

3. Tree Care:

3.1. Limbing: *Included Frequencies - 1*

Applies to low limbs for trees that have been previously maintained up to 10 feet. Low-hanging branches above walkways and drive lanes that present a hazard to pedestrian or vehicular traffic will be pruned to a safe height not to exceed 10 feet. This excludes pruning necessitated by storm damage, disease, neglected or overgrown, or winterkill. Volunteer suckers and shooters on trees will be removed to maintain a clean appearance. Tree rings will be chemically treated to control weeds and grass adjacent to tree trunks to establish a safe buffer to protect trees.

4. Irrigation System:

4.1. Activation: *Included Frequencies - 1*

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

4.2. Monitoring: *Included Frequencies - 24*

Monitoring of the system will occur throughout the growing season. Programing may be periodically adjusted according to weather conditions, seasonal changes, and the needs of the landscape. In the event any malfunctions are found, repairs will be performed and billed on a time and material or not to exceed basis at the expense of the District. Damages caused by Contractor during the normal course of operations will be repaired by Contractor in a prompt manner at no expense to the District. During extended cold or rainy periods, landscape irrigation may be shut off. Occasional rainstorms or cold weather may not constitute an adequate reason for full system

shut/down protection. Unless indicated, meter reading, usage tracking and reporting is not included.

4.3. Deactivation / Winterization: *Included Frequencies - 1*

Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November, depending upon weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines. Exterior backflow wrapping or draining is not included.

4.4. Emergency Service Calls:

Emergency service calls will be made upon request of the District. Emergencies are defined as after-hours calls between the hours of 5:00 P.M. and 8:00 A.M. Monday-Friday, all day Saturday and Sunday, and recognized holidays. Emergency services will be performed upon request and billed on a time and material or not to exceed basis at the expense of the District.

5. Landscape Debris & Trash Cleanup:

5.1. Growing Season: *Included Frequencies - 30*

All landscape areas shall be inspected on days of mowing service and excess landscape debris and trash removed. Unless otherwise indicated, debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

5.2. Spring Cleanup: *Included Frequencies - 1*

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

5.3. Fall Cleanup: *Included Frequencies - 2*

Fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Unless indicated, leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Leaf cleanup in October will be performed during regular scheduled mowing visits. Unless otherwise outlined, debris clean-up does not include the cleanup of pet waste or pet waste stations, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

6. Bio-Hazards:

The Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the District's property. This includes, but is not limited to, items such as sharp or hypodermic needles, condoms, feminine hygiene products, clothing, or materials used

in the process of cleaning up bodily fluids. The Contractor shall report any observations of potential bio-hazards to the District for appropriate removal by others.

EXHIBIT B**SERVICES RATE SCHEDULE****Services Billing Schedule:**

2022	
January 1, 2022	\$ 810.00
February 1, 2022	\$ 810.00
March 1, 2022	\$ 810.00
April 1, 2022	\$ 810.00
May 1, 2022	\$ 810.00
June 1, 2022	\$ 810.00
July 1, 2022	\$ 810.00
August 1, 2022	\$ 810.00
September 1, 2022	\$ 810.00
October 1, 2022	\$ 810.00
November 1, 2022	\$ 810.00
December 1, 2022	\$ 810.00
<i>Total Service Fee</i>	\$ 9,720.00

EXHIBIT C**ADDITIONAL SERVICES RATE SCHEDULE****Hourly Rates:**

Irrigation Repairs per hour: \$70.00 + materials*

Emergency Service per hour: \$140.00 + materials

* Repairs not to exceed \$500 per cycle visit without prior written authorization by the District

LINCOLN STATION METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

LINCOLN STATION METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2021

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	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
ASSETS				
Checking - First Bank	\$ 21,975	\$ -	\$ -	\$ 21,975
C - Safe	436,026	-	56,984	493,010
Series 2006 - Bond fund	-	766,034	-	766,034
Series 2006 - Reserve fund	-	707,664	-	707,664
Series 2014 - Bond fund	-	990,460	-	990,460
Accounts receivable - RTD	56,163	-	-	56,163
Receivable from County Treasurer	2,924	11,948	2,749	17,621
TOTAL ASSETS	\$ 517,088	\$ 2,476,106	\$ 59,733	\$ 3,052,927
LIABILITIES AND FUND BALANCES				
CURRENT LIABILITIES				
Accounts payable	\$ 26,224	\$ -	\$ -	\$ 26,224
Total Liabilities	26,224	-	-	26,224
FUND BALANCES				
Total Fund Balances	490,863	2,476,107	59,733	3,026,703
TOTAL LIABILITIES AND FUND BALANCES	\$ 517,087	\$ 2,476,107	\$ 59,733	\$ 3,052,927

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

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

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GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 358,421	\$ 358,451	\$ 30
Specific ownership tax	28,674	26,335	(2,339)
Interest income	1,990	113	(1,877)
Property owners reimbursement	40,000	40,000	-
RTD maintenance contribution	142,990	99,272	(43,718)
Camden fee	33,417	-	(33,417)
TOTAL REVENUES	<u>605,492</u>	<u>524,171</u>	<u>(81,321)</u>
EXPENDITURES			
Accounting	42,000	33,972	8,028
Audit	4,300	4,200	100
County Treasurer's fee	5,376	5,378	(2)
Dues and licenses	900	662	238
Insurance and bonds	7,500	7,703	(203)
Legal services	35,000	16,635	18,365
Parking license fee	40,000	40,000	-
Maintenance and repairs	80,000	82,443	(2,443)
Security patrol	30,000	14,435	15,565
Utilities and water	27,000	21,990	5,010
Landscape maintenance and repair	50,000	29,461	20,539
Snow removal	115,000	76,549	38,451
District management	57,500	45,436	12,064
Holiday decorations	13,000	5,420	7,580
Miscellaneous	5,424	-	5,424
Tree Care	15,000	3,000	12,000
TOTAL EXPENDITURES	<u>528,000</u>	<u>387,284</u>	<u>140,716</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	77,492	136,887	59,395
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	68,563	-	(68,563)
TOTAL OTHER FINANCING SOURCES (USES)	<u>68,563</u>	<u>-</u>	<u>(68,563)</u>
NET CHANGE IN FUND BALANCES	146,055	136,887	(9,168)
FUND BALANCES - BEGINNING	<u>326,424</u>	<u>353,975</u>	<u>27,551</u>
FUND BALANCES - ENDING	<u>\$ 472,479</u>	<u>\$ 490,862</u>	<u>\$ 18,383</u>

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SUPPLEMENTARY INFORMATION

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

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DEBT SERVICE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 1,463,435	\$ 1,463,545	\$ 110
Specific ownership tax	117,075	107,525	(9,550)
Interest income	7,600	385	(7,215)
TOTAL REVENUES	<u>1,588,110</u>	<u>1,571,455</u>	<u>(16,655)</u>
EXPENDITURES			
County Treasurer's fee	21,952	21,956	(4)
Bond interest - Series 2006	427,700	213,850	213,850
Bond interest - Series 2014A	357,700	178,850	178,850
Bond interest - Series 2014B	184,100	92,050	92,050
Bond principal - Series 2006	190,000	-	190,000
Bond principal - Series 2014A	185,000	-	185,000
Bond principal - Series 2014B	95,000	-	95,000
Paying agent/Trustee fees	4,428	4,903	(475)
Contingency	4,120	-	4,120
TOTAL EXPENDITURES	<u>1,470,000</u>	<u>511,609</u>	<u>958,391</u>
NET CHANGE IN FUND BALANCES	118,110	1,059,846	941,736
FUND BALANCES - BEGINNING	<u>1,451,690</u>	<u>1,416,261</u>	<u>(35,429)</u>
FUND BALANCES - ENDING	<u>\$ 1,569,800</u>	<u>\$ 2,476,107</u>	<u>\$ 906,307</u>

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

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CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 100	\$ 14	\$ (86)
Tax Revenue - LID	30,000	27,075	(2,925)
TOTAL REVENUES	<u>30,100</u>	<u>27,089</u>	<u>(3,011)</u>
EXPENDITURES			
TOTAL EXPENDITURES			
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	30,100	27,089	(3,011)
OTHER FINANCING SOURCES (USES)			
Transfers to other fund	(68,563)	-	68,563
TOTAL OTHER FINANCING SOURCES (USES)	<u>(68,563)</u>	<u>-</u>	<u>68,563</u>
NET CHANGE IN FUND BALANCES	(38,463)	27,089	65,552
FUND BALANCES - BEGINNING	<u>38,463</u>	<u>32,644</u>	<u>(5,819)</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ 59,733</u>	<u>\$ 59,733</u>

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

**LINCOLN STATION METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court on January 30, 2003, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's service area is located in Douglas County, Colorado. The district is surrounded by the City of Lone Tree but is not within the city limits of Lone Tree.

The District was established to provide financing for the construction of streets, safety control, transportation, water systems, sewer systems, drainage systems, television relay and translator, parks and recreation facilities, mosquito control, and operation and maintenance of the District.

At its formation election held on November 5, 2002, the District's voters authorized general obligation indebtedness of \$5,965,000 for street improvements, \$8,580,000 for parks and recreation, \$610,000 for water supply system, \$4,605,000 for sanitary sewer system, \$22,855,000 for transportation system, \$42,615,000 for refinancing of District debt, and \$50,000 for general operations and maintenance. The election also approved an annual increase in taxes of \$50,000 for general operations and maintenance.

The District has no employees and all administrative functions are contracted.

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

Revenues

Property Taxes

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

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

The Service plan limits the mill levy for operations and maintenance to 10.000 mills and debt service to 50.000 mills. In addition, the Service plan limits the total mill levy to 50.000 mills.

**LINCOLN STATION METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes the District's share will be equal to approximately 8.0% of the property taxes collected by the General Fund and Debt Service Fund.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 0.50 %.

Property Owners Reimbursement

On September 28, 2007, the District entered into a parking license agreement with RTD by which the District receives use of 200 parking spaces within the Public Parking Units of the Lincoln Station Parking Garage for an initial five-year term of May 15, 2008 thru May 14, 2013, which will continue past this initial term unless terminated by either of the parties. The license may be terminated by RTD at any time but only with 12 months written notice prior to termination. The District may terminate the License at any time upon thirty days written notice prior to termination.

The District pays \$40,000 per year, which is \$200 per parking space per year, for the maintenance and operation of the Licensed Parking Spaces, which is due on or before June 1 of each year of the license term. The property owners who use these spaces are invoiced for this expense, and will reimburse the District for these costs.

Tri-Party Agreement Reimbursement (Joint Access Easement Agreement)

Effective March 26, 2004, the District, the Developer (Bradbury Properties, Inc.), TCR MS Lincoln Station, LLC (TCR), and Regional Transportation District (RTD) entered into an agreement for Joint Access Easement. Bradbury and RTD grant to TCR a perpetual, non-exclusive easement upon, over and across the Parking Access Drive for (a) pedestrian access between the TCR Residences, Park Meadows Drive, the Bradbury Parcel, and the RTD Parcel; (b) vehicular ingress and egress between Park Meadows Drive and the TCR Parcel; and (c) installation, operation, maintenance, repair and replacement of utilities on and under the Parking Access Drive.

TCR shall be responsible for 100% of costs related to maintaining the sidewalks, benches, landscape, irrigation, and utilities within the Parking Access Drive between the back of the curb on the north side of the drive lanes and the TCR Parcel.

**LINCOLN STATION METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

The first party to require use of the vehicular lanes shall pay 100% of the maintenance of the lanes. Once more than one party is using the vehicular lanes, the costs for maintaining the lanes will be proportionately shared based on traffic use, first determined by an estimate done on August 29, 2002. With 90 days written notice by any of the three parties, a traffic survey is to be done, but no more frequently than once every three years. If the new traffic survey reveals peak hour traffic volumes deviating 10% or more from the previous basis, the new study will become the new basis and the parties will split equally the cost of the survey and the parties will pay for the survey within 30 days after each party's receipt of an invoice for their share of these survey costs. If the deviation is less than 10%, basis is not changed and the party which requested the survey shall pay 100% of the costs of the survey.

If RTD is responsible for maintaining the Parking Access Drive, Bradbury shall be responsible for paying a proportionate share of the costs to RTD on or before March 1 of each year, provided that RTD has sent a detailed expense report to Bradbury by February 1 of such year outlining all expenses incurred in the previous year for the Parking Access Drive. TCR's proportionate share of the cost for maintaining the lanes will be paid to the District within 30 days after receipt of the billing from the District. If the Parking Access Drive is publicly dedicated or condemned the Parties' payment obligations shall terminate.

Camden General Fund Fee (Exclusion and Service Agreement with Camden USA, Inc.)

The Exclusion and Service Agreement was entered into on July 2, 2007, between the District and Camden USA, Inc. The District received a petition requesting exclusion of certain real property that is located within the District (Lot 2-A). The parties agree that if the property is excluded from the District, the property shall continue to be subject to the levy of taxes for the payment of its proportionate share of the Bonds. The District will provide maintenance services to the property to the same level and frequency as when the property was subject to the General Mill Levy. The owner will pay the District a General Fund fee calculated by the district based on the final AV of the property as a percentage of the total AV with the operations and maintenance costs allocated proportionately. The amount will be communicated to the Property owner on or about January 15th of each year. The exclusion was granted on October 4, 2007. The District anticipates assessing a fee for collection in 2021.

RTD Maintenance Contribution (Agreement for Development, Operation, and Easements for Bradbury Transit Village)

Regional Transportation District (RTD) and Bradbury Properties, Inc. (Bradbury) entered into an agreement on November 8, 2001. Subsequently, Bradbury and RTD entered into a First Amendment (December 23, 2002), a Second Amendment (August 11, 2003), a Third Amendment (April 14, 2005), and a Fourth Amendment (January 10, 2007). As set forth in the Fourth Amendment, RTD shall contribute 36.2% of the expenses for operation, maintenance, repair, and replacement of the Villages' Pedestrian Plaza, excluding storm water, detention and/or water quality facilities. The District has budgeted for anticipated collection in 2021.

**LINCOLN STATION METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Administrative and Operating Expenditures

Operating and administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, accounting, insurance, and meeting expense. Estimated expenditures related to landscape maintenance, parking repairs and maintenance, general repairs and maintenance, signage, utilities and water, and snow removal were also included in the General Fund budget.

County Treasurer's Fees

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

Debt Service

Principal and interest payments are provided based on the debt amortization schedules from the Series 2006 General Obligation Bonds, Series 2014A General Obligation Limited Tax Refunding Bonds, and the Series 2014B General Obligation Limited Tax Refunding Bonds (discussed under Debt and Leases).

Capital Outlay

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

Debt and Leases

On December 20, 2006, the District issued \$7,660,000 in Series 2006 Senior General Obligation Limited Tax Bonds. The proceeds of such debt were used for issuance costs, capitalized interest and to fund the cost of eligible public infrastructure improvements or to reimburse the Developer for the advancement of those funds, to the extent possible. The bonds bear interest at a rate of 6.50%. The bonds are term bonds due December 1, 2036, with mandatory sinking fund redemptions beginning December 1, 2011, and on every December 1 thereafter. Interest is payable semiannually on June 1 and December 1. All of the bonds are subject to redemption prior to maturity at the option of the District on December 1, 2016 and on any date thereafter without call premium. The bonds are also subject to mandatory excess funds redemption as a whole or in integral multiples of \$1,000 on December 1, 2009, solely from and to the extent of any moneys held in the Restricted Account of the Project Fund on October 15, 2009.

On March 24, 2014, the District issued \$9,065,000 in 2014 General Obligation Limited Tax Refunding Bonds, consisting of \$5,985,000 in Series A Limited Tax Term Bonds due December 1, 2036 which bear interest at 7%, and \$3,080,000 in Series B Limited Tax Term Bonds due December 1, 2036 which bear interest at 7%. The 2014 bonds are subject to redemption prior to maturity, at the option of the District, on or after December 1, 2024, upon payment of par and accrued interest, without redemption premium. The bonds were issued to advance refund the 2007 Subordinate Bonds (A&B) including accrued and compounded interest totaling \$1,959,585, to pay \$340,000 of Developer Advance and \$26,861 of accrued interest, and to pay for the cost of issuing the 2014 Bonds.

**LINCOLN STATION METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases - (continued)

The District advance refunded the 2007A and B Series Bonds to achieve present value savings pursuant to a tender offer made to and accepted by the owners of the 2007 Bonds.

The Series 2006 Bonds, Series 2014A and Series 2014B Bonds, are secured by and payable solely from Pledged Revenue, which includes property taxes derived from the Required Mill Levy net of the cost of collection, specific ownership taxes, Capital Fees – if any, and any other legally available moneys of the District credited to the Bond Fund. The Required Mill Levy is defined in the Bond Resolution as a mill levy imposed upon all taxable property in the District each year, in an amount sufficient to pay the principal of and interest on the Parity Bonds and to replenish the 2006 Reserve Fund to the Required Reserve, but not in excess of 50 mills.

The District's current debt service schedule is attached.

The District has no operating or capital leases.

Reserves

Debt Service Reserve

The Debt Service Reserve Fund Requirement is \$707,650, for the Bonds in Parity.

Emergency Reserve

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

**LINCOLN STATION METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Bonds and Interest Maturing in the Year Ending <u>December 31,</u>	\$7,660,000 General Obligation Bonds Series 2006 Dated December 20, 2006 Principal due December 1, Interest Rate of 6.50% Payable June 1 and December 1		
	Principal	Interest	Total
2021	\$ 190,000	\$ 427,700	\$ 617,700
2022	200,000	415,350	615,350
2023	225,000	402,350	627,350
2024	240,000	387,725	627,725
2025	270,000	372,125	642,125
2026	285,000	354,575	639,575
2027	315,000	336,050	651,050
2028	335,000	315,575	650,575
2029	370,000	293,800	663,800
2030	395,000	269,750	664,750
2031	435,000	244,075	679,075
2032	465,000	215,800	680,800
2033	505,000	185,575	690,575
2034	540,000	152,750	692,750
2035	590,000	117,650	707,650
2036	1,220,000	79,300	1,299,300
	\$ 6,580,000	\$ 4,570,150	\$ 11,150,150

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

**LINCOLN STATION METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Bonds and Interest Maturing in the Year Ending <u>December 31,</u>	\$5,985,000 General Obligation Limited Tax Refunding Bonds Series 2014A Dated March 24, 2014 Principal due December 1, Interest Rate of 7.00% Payable June 1 and December 1		
	Principal	Interest	Total
2021	\$ 185,000	\$ 357,700	\$ 542,700
2022	195,000	344,750	539,750
2023	210,000	331,100	541,100
2024	225,000	316,400	541,400
2025	240,000	300,650	540,650
2026	255,000	283,850	538,850
2027	275,000	266,000	541,000
2028	295,000	246,750	541,750
2029	315,000	226,100	541,100
2030	335,000	204,050	539,050
2031	360,000	180,600	540,600
2032	385,000	155,400	540,400
2033	415,000	128,450	543,450
2034	440,000	99,400	539,400
2035	475,000	68,600	543,600
2036	505,000	35,350	540,350
	\$ 5,110,000	\$ 3,545,150	\$ 8,655,150

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**LINCOLN STATION METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Bonds and Interest Maturing in the Year Ending <u>December 31,</u>	\$3,080,000 General Obligation Limited Tax Refunding Bonds Series 2014B Dated March 24, 2014 Principal due December 1, Interest Rate of 7.00% Payable June 1 and December 1		
	Principal	Interest	Total
2021	\$ 95,000	\$ 184,100	\$ 279,100
2022	100,000	177,450	277,450
2023	110,000	170,450	280,450
2024	115,000	162,750	277,750
2025	125,000	154,700	279,700
2026	135,000	145,950	280,950
2027	140,000	136,500	276,500
2028	150,000	126,700	276,700
2029	160,000	116,200	276,200
2030	175,000	105,000	280,000
2031	185,000	92,750	277,750
2032	200,000	79,800	279,800
2033	210,000	65,800	275,800
2034	225,000	51,100	276,100
2035	245,000	35,350	280,350
2036	260,000	18,200	278,200
	\$ 2,630,000	\$ 1,822,800	\$ 4,452,800

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

**LINCOLN STATION METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Bonds and Interest Maturing in the Year Ending <u>December 31,</u>	Totals		
	Principal	Interest	Total
2021	\$ 470,000	\$ 969,500	\$ 1,439,500
2022	495,000	937,550	1,432,550
2023	545,000	903,900	1,448,900
2024	580,000	866,875	1,446,875
2025	635,000	827,475	1,462,475
2026	675,000	784,375	1,459,375
2027	730,000	738,550	1,468,550
2028	780,000	689,025	1,469,025
2029	845,000	636,100	1,481,100
2030	905,000	578,800	1,483,800
2031	980,000	517,425	1,497,425
2032	1,050,000	451,000	1,501,000
2033	1,130,000	379,825	1,509,825
2034	1,205,000	303,250	1,508,250
2035	1,310,000	221,600	1,531,600
2036	1,985,000	132,850	2,117,850
	<u>\$ 14,320,000</u>	<u>\$ 9,938,100</u>	<u>\$ 24,258,100</u>

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

LINCOLN STATION METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2021
November 2, 2021

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>1st Bank- Checking Account</u>				
Balance as of 09/30/21	\$ 21,975.13	\$ -	\$ -	\$ 21,975.13
Subsequent activities:				
10/28/21 - Transfer from Csafe	35,000.00	-	-	35,000.00
<i>Anticipated Bill.com Payables</i>	<i>(33,341.89)</i>	-	-	<i>(33,341.89)</i>
<i>Anticipated Balance</i>	<u>23,633.24</u>	<u>-</u>	<u>-</u>	<u>23,633.24</u>
<u>CSAFE</u>				
Balance as of 09/30/21	436,025.90	-	56,983.64	493,009.54
Subsequent activities:				
10/10/21 - September Ptax/SO tax & LID tax	2,924.35	10,750.96	2,748.61	16,423.92
<i>Anticipated Transfer to US Bank - 2006 Bond Fund</i>	-	<i>(5,540.64)</i>	-	<i>(5,540.64)</i>
<i>Anticipated Transfer to US Bank - 2014 Bond Fund</i>	-	<i>(5,210.32)</i>	-	<i>(5,210.32)</i>
<i>Transfer to 1st Bank</i>	<i>(35,000.00)</i>	-	-	<i>(35,000.00)</i>
<i>Anticipated Balance</i>	<u>403,950.25</u>	<u>-</u>	<u>59,732.25</u>	<u>463,682.50</u>
<u>US Bank - Series 2006 Bond</u>				
Balance as of 09/30/21	-	766,034.13	-	766,034.13
Subsequent activities:				
<i>Anticipated Transfer to US Bank - 2006 Bond Fund</i>	-	<i>5,540.64</i>	-	<i>5,540.64</i>
10/10/21 - September 2021 Ptax	-	1,197.14	-	1,197.14
<i>Anticipated Balance</i>	<u>-</u>	<u>772,771.91</u>	<u>-</u>	<u>772,771.91</u>
<u>US Bank - Series 2006 Reserve</u>				
Balance as of 09/30/21	-	707,664.32	-	707,664.32
Subsequent activities:				
<i>Anticipated Balance</i>	<u>-</u>	<u>707,664.32</u>	<u>-</u>	<u>707,664.32</u>
<u>US Bank - Series 2014 Bond</u>				
Balance as of 09/30/21	-	990,460.10	-	990,460.10
Subsequent activities:				
<i>Anticipated Transfer to US Bank - 2014 Bond Fund</i>	-	<i>7,371.87</i>	-	<i>7,371.87</i>
<i>Anticipated Balance</i>	<u>-</u>	<u>997,831.97</u>	<u>-</u>	<u>997,831.97</u>
<i>Available Balance</i>	<u>\$ 427,583.49</u>	<u>\$ 2,478,268.20</u>	<u>\$ 59,732.25</u>	<u>\$ 2,965,583.94</u>

Yield information (as of 9/30/21):

CSAFE - .01%

Lincoln Station Metropolitan District
Property Taxes Reconciliation
2021
(Unaudited)

	Current Year										Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Prior Year Interest	Treasurer's Fees	Prior Year Treasurer's Fees	Due To County	Net Amount Received	% of Total Property Taxes Received		Total Amount Received	% of Levied Taxes Received	
										Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 2,753.80	\$ -	\$ 13,746.80	\$ -	\$ -	\$ (41.31)	\$ -	\$ -	\$ 16,459.29	0.15%	0.15%	\$ 95,328.90	4.67%	4.67%
February	401,459.20	-	11,752.58	-	-	(6,021.87)	-	-	407,189.91	22.04%	22.19%	342,425.51	18.40%	23.08%
March	1,168,945.76	-	17,844.34	-	-	(17,534.19)	-	-	1,169,255.91	64.16%	86.35%	13,676.37	0.10%	23.18%
April	9,647.76	-	15,163.74	-	-	(144.71)	-	-	24,666.79	0.53%	86.88%	1,141,004.04	63.02%	86.20%
May	198,934.06	-	13,494.12	-	-	(2,984.02)	-	-	209,444.16	10.92%	97.80%	77,567.29	3.53%	89.73%
June	32,900.88	-	17,979.64	17.23	-	(493.77)	-	-	50,403.98	1.81%	99.60%	175,387.96	9.06%	98.79%
July	7,121.30	-	14,888.10	209.64	-	(109.96)	-	-	22,109.08	0.39%	99.99%	19,268.80	0.05%	98.84%
August	-	-	14,375.17	-	-	-	-	-	14,375.17	0.00%	99.99%	15,804.06	0.02%	98.86%
September	92.75	139.66	14,615.57	4.64	23.74	(1.46)	(2.45)	-	14,872.45	0.01%	100.01%	15,867.04	0.01%	98.86%
October	-	-	-	-	-	-	-	-	-	0.00%	100.01%	17,856.45	0.00%	98.86%
November	-	-	-	-	-	-	-	-	-	0.00%	100.01%	14,371.03	0.00%	98.86%
December	-	-	-	-	-	-	-	-	-	0.00%	100.01%	16,482.34	0.00%	98.86%
	\$ 1,821,855.51	\$ 139.66	\$ 133,860.06	\$ 231.51		\$ (27,331.29)		\$ -	\$ 1,928,776.74	100.01%	100.01%	\$ 1,945,039.79	98.86%	98.86%

	Assessed Value	Mill Levy	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
Property Tax						
General Fund	\$ 47,789,420.00	7.500	358,421.00	19.67%	\$ 358,450.57	100.01%
Debt Service Fund	\$ 53,215,810.00	27.500	1,463,435.00	80.33%	1,463,544.60	100.01%
			1,821,856.00	100.00%	\$ 1,821,995.17	100.01%
Specific Ownership Tax						
General Fund			28,674.00	19.67%	\$ 26,334.80	91.84%
Debt Service Fund			117,075.00	80.33%	107,525.26	91.84%
			145,749.00	100.00%	\$ 133,860.06	91.84%
Treasurer's Fees						
General Fund			5,376.00	19.67%	\$ 5,377.05	100.02%
Debt Service Fund			21,952.00	80.33%	21,954.24	100.01%
			27,328.00	100.00%	\$ 27,331.29	100.01%

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

Lincoln Station Metropolitan District
Property Taxes Reconciliation
2021
(Unaudited)

	Current Year
	LID Tax
January	\$ 2,128.67
February	1,911.03
March	2,062.39
April	2,324.45
May	2,716.10
June	4,085.61
July	2,871.23
August	6,226.88
September	2,748.61
October	-
November	-
December	-
	\$ 27,074.97

LINCOLN STATION METROPOLITAN DISTRICT

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2022

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

10/7/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 1,438,051	\$ 1,816,577	\$ 1,802,880	\$ 1,802,880	\$ 2,035,744
REVENUES					
Property taxes	1,853,263	1,821,856	1,814,642	1,821,856	1,847,767
Specific ownership tax	163,899	145,749	89,981	145,749	147,822
Property owners reimbursement	40,000	40,000	-	40,000	40,000
RTD maintenance contribution	130,211	142,990	75,009	141,092	154,122
Camden fee	28,460	33,417	-	31,858	39,975
Interest income	2,293	9,690	217	750	4,642
Reimbursed expenditures	43,602	-	-	-	-
Tax Revenue - LID	29,311	30,000	15,228	30,000	35,000
Total revenues	<u>2,291,039</u>	<u>2,223,702</u>	<u>1,995,077</u>	<u>2,211,305</u>	<u>2,269,328</u>
TRANSFERS IN	<u>-</u>	<u>68,563</u>	<u>-</u>	<u>62,694</u>	<u>35,082</u>
Total funds available	<u>3,729,090</u>	<u>4,108,842</u>	<u>3,797,957</u>	<u>4,076,879</u>	<u>4,340,154</u>
EXPENDITURES					
General and administrative	135,956	153,500	83,434	140,500	176,900
Operations and maintenance	340,065	374,500	214,258	369,500	395,750
Debt service	1,450,189	1,470,000	511,520	1,470,000	1,464,000
Total expenditures	<u>1,926,210</u>	<u>1,998,000</u>	<u>809,212</u>	<u>1,980,000</u>	<u>2,036,650</u>
TRANSFERS OUT	<u>-</u>	<u>68,563</u>	<u>-</u>	<u>62,694</u>	<u>35,082</u>
Total expenditures and transfers out requiring appropriation	<u>1,926,210</u>	<u>2,066,563</u>	<u>809,212</u>	<u>2,042,694</u>	<u>2,071,732</u>
ENDING FUND BALANCES	<u>\$ 1,802,880</u>	<u>\$ 2,042,279</u>	<u>\$ 2,988,745</u>	<u>\$ 2,034,185</u>	<u>\$ 2,268,422</u>
EMERGENCY RESERVE	\$ 18,100	\$ 17,000	\$ 13,500	\$ 16,900	\$ 17,600
DEBT SERVICE RESERVE	707,650	707,650	707,650	707,650	707,650
TOTAL RESERVE	<u>\$ 725,750</u>	<u>\$ 724,650</u>	<u>\$ 721,150</u>	<u>\$ 724,550</u>	<u>\$ 725,250</u>

No assurance provided. See summary of significant assumptions.

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

10/7/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
ASSESSED VALUATION - DOUGLAS					
Residential	\$ 1,949,810	\$ 1,823,250	\$ 1,823,250	\$ 1,823,250	\$ 2,187,900
Commercial	40,250,460	39,042,910	39,042,910	39,042,910	40,361,150
State assessed	200	200	200	200	500
Vacant land	1,985,870	1,985,870	1,985,870	1,985,870	1,985,870
Personal property	5,823,840	4,937,190	4,937,190	4,937,190	3,545,500
Certified Assessed Value	<u>\$ 50,010,180</u>	<u>\$ 47,789,420</u>	<u>\$ 47,789,420</u>	<u>\$ 47,789,420</u>	<u>\$ 48,080,920</u>
MILL LEVY					
General	7.500	7.500	7.500	7.500	7.500
Debt Service	27.500	27.500	27.500	27.500	27.500
Total mill levy	<u>35.000</u>	<u>35.000</u>	<u>35.000</u>	<u>35.000</u>	<u>35.000</u>
PROPERTY TAXES					
General	\$ 375,076	\$ 358,421	\$ 358,421	\$ 358,421	\$ 360,607
Debt Service	1,375,280	1,314,209	1,314,209	1,314,209	1,322,225
Levied property taxes	1,750,356	1,672,630	1,672,630	1,672,630	1,682,832
Adjustments to actual/rounding	-	-	(93)	-	-
Budgeted property taxes	<u>\$ 1,750,356</u>	<u>\$ 1,672,630</u>	<u>\$ 1,672,537</u>	<u>\$ 1,672,630</u>	<u>\$ 1,682,832</u>
ASSESSED VALUATION - DOUGLAS BOND ONLY					
Residential	\$ 5,154,430	\$ 5,154,430	\$ 5,154,430	\$ 5,154,430	\$ 5,727,150
State assessed	500	400	400	400	1,000
Personal Property	290,750	271,560	271,560	271,560	269,500
Certified Assessed Value	<u>\$ 5,445,680</u>	<u>\$ 5,426,390</u>	<u>\$ 5,426,390</u>	<u>\$ 5,426,390</u>	<u>\$ 5,997,650</u>
MILL LEVY					
Debt Service	27.500	27.500	27.500	27.500	27.500
Total mill levy	<u>27.500</u>	<u>27.500</u>	<u>27.500</u>	<u>27.500</u>	<u>27.500</u>
PROPERTY TAXES					
Debt Service	\$ 149,756	\$ 149,226	\$ 149,226	\$ 149,226	\$ 164,935
Levied property taxes	149,756	149,226	149,226	149,226	164,935
Budgeted property taxes	<u>\$ 149,756</u>	<u>\$ 149,226</u>	<u>\$ 149,226</u>	<u>\$ 149,226</u>	<u>\$ 164,935</u>
BUDGETED PROPERTY TAXES					
General	\$ 375,076	\$ 358,421	\$ 358,401	\$ 358,421	\$ 360,607
Debt Service	1,525,036	1,463,435	1,463,362	1,463,435	1,487,160
Total	<u>\$ 1,900,112</u>	<u>\$ 1,821,856</u>	<u>\$ 1,821,763</u>	<u>\$ 1,821,856</u>	<u>\$ 1,847,767</u>

No assurance provided. See summary of significant assumptions.

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

10/7/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 189,629	\$ 326,424	\$ 353,975	\$ 353,975	\$ 508,473
REVENUES					
Property taxes	365,037	358,421	356,875	358,421	360,607
Specific ownership tax	32,353	28,674	17,702	28,674	28,849
Interest income	704	1,990	94	200	560
Reimbursed expenditures	43,602	-	-	-	-
Property owners reimbursement	40,000	40,000	-	40,000	40,000
RTD maintenance contribution	130,211	142,990	75,009	141,092	154,122
Camden fee	28,460	33,417	-	31,858	39,975
Total revenues	<u>640,367</u>	<u>605,492</u>	<u>449,680</u>	<u>600,245</u>	<u>624,113</u>
TRANSFERS IN					
Transfers from other funds	<u>-</u>	<u>68,563</u>	<u>-</u>	<u>62,694</u>	<u>35,082</u>
Total funds available	<u>829,996</u>	<u>1,000,479</u>	<u>803,655</u>	<u>1,016,914</u>	<u>1,167,668</u>
EXPENDITURES					
General and administrative					
Accounting	44,688	42,000	20,522	42,000	46,200
Audit	4,100	4,300	-	4,200	4,750
County Treasurer's fee	5,479	5,376	5,353	5,376	5,409
Dues and licenses	804	900	662	662	800
Election expense	1,217	-	-	-	5,000
Holiday decorations	10,840	13,000	-	13,000	15,000
Insurance and bonds	7,315	7,500	7,258	7,258	15,000
Legal services	21,477	35,000	9,639	25,000	40,000
Miscellaneous	36	5,424	-	3,004	4,741
Parking license fee	40,000	40,000	40,000	40,000	40,000
Operations and maintenance					
District management	51,608	57,500	29,164	57,500	63,250
Landscape maintenance and repairs	71,622	50,000	21,070	60,000	55,000
Hardscape Maintenance and repairs	74,199	80,000	65,699	80,000	92,500
Security patrol	32,659	30,000	9,606	30,000	30,000
Snow removal	82,138	115,000	76,549	115,000	125,000
Tree care	4,943	15,000	-	-	-
Utilities and water	22,896	27,000	12,170	27,000	30,000
Total expenditures	<u>476,021</u>	<u>528,000</u>	<u>297,692</u>	<u>510,000</u>	<u>572,650</u>
Total expenditures and transfers out requiring appropriation	<u>476,021</u>	<u>528,000</u>	<u>297,692</u>	<u>510,000</u>	<u>572,650</u>
ENDING FUND BALANCE	<u>\$ 353,975</u>	<u>\$ 472,479</u>	<u>\$ 505,963</u>	<u>\$ 506,914</u>	<u>\$ 595,018</u>
EMERGENCY RESERVE	\$ 18,100	\$ 17,000	\$ 13,500	\$ 16,900	\$ 17,600
AVAILABLE FOR OPERATIONS	335,875	455,479	492,463	490,014	577,418
TOTAL RESERVE	<u>\$ 353,975</u>	<u>\$ 472,479</u>	<u>\$ 505,963</u>	<u>\$ 506,914</u>	<u>\$ 595,018</u>

No assurance provided. See summary of significant assumptions.

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

10/7/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 1,245,389	\$ 1,451,690	\$ 1,416,261	\$ 1,416,261	\$ 1,527,271
REVENUES					
Property taxes	1,488,226	1,463,435	1,457,767	1,463,435	1,487,160
Specific ownership tax	131,546	117,075	72,279	117,075	118,973
Interest income	1,289	7,600	111	500	4,000
Total revenues	<u>1,621,061</u>	<u>1,588,110</u>	<u>1,530,157</u>	<u>1,581,010</u>	<u>1,610,133</u>
Total funds available	<u>2,866,450</u>	<u>3,039,800</u>	<u>2,946,418</u>	<u>2,997,271</u>	<u>3,137,404</u>
EXPENDITURES					
Debt Service					
Bond interest - Series 2006	438,425	427,700	213,850	427,700	415,350
Bond interest - Series 2014A	369,600	357,700	178,850	357,700	344,750
Bond interest - Series 2014B	190,400	184,100	92,050	184,100	177,450
Bond principal - Series 2006	165,000	190,000	-	190,000	200,000
Bond principal - Series 2014A	170,000	185,000	-	185,000	195,000
Bond principal - Series 2014B	90,000	95,000	-	95,000	100,000
Paying agent/Trustee fees	4,428	4,428	4,903	5,000	5,000
County Treasurer's fee	22,336	21,952	21,867	21,952	22,307
Contingency	-	4,120	-	3,548	4,143
Total expenditures	<u>1,450,189</u>	<u>1,470,000</u>	<u>511,520</u>	<u>1,470,000</u>	<u>1,464,000</u>
Total expenditures and transfers out requiring appropriation	<u>1,450,189</u>	<u>1,470,000</u>	<u>511,520</u>	<u>1,470,000</u>	<u>1,464,000</u>
ENDING FUND BALANCE	<u>\$ 1,416,261</u>	<u>\$ 1,569,800</u>	<u>\$ 2,434,898</u>	<u>\$ 1,527,271</u>	<u>\$ 1,673,404</u>
DEBT SERVICE RESERVE	<u>\$ 707,650</u>				
TOTAL RESERVE	<u>\$ 707,650</u>				

No assurance provided. See summary of significant assumptions.

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

10/7/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 3,033	\$ 38,463	\$ 32,644	\$ 32,644	\$ -
REVENUES					
Interest income	300	100	12	50	82
Tax Revenue - LID	29,311	30,000	15,228	30,000	35,000
Total revenues	<u>29,611</u>	<u>30,100</u>	<u>15,240</u>	<u>30,050</u>	<u>35,082</u>
TRANSFERS IN					
Transfers from other funds	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>32,644</u>	<u>68,563</u>	<u>47,884</u>	<u>62,694</u>	<u>35,082</u>
EXPENDITURES					
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TRANSFERS OUT					
Transfers to other fund	<u>-</u>	<u>68,563</u>	<u>-</u>	<u>62,694</u>	<u>35,082</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>68,563</u>	<u>-</u>	<u>62,694</u>	<u>35,082</u>
ENDING FUND BALANCE	<u>\$ 32,644</u>	<u>\$ -</u>	<u>\$ 47,884</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**LINCOLN STATION METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court on January 30, 2003, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's service area is located in Douglas County, Colorado. The district is surrounded by the City of Lone Tree but is not within the city limits of Lone Tree.

The District was established to provide financing for the construction of streets, safety control, transportation, water systems, sewer systems, drainage systems, television relay and translator, parks and recreation facilities, mosquito control, and operation and maintenance of the District.

At its formation election held on November 5, 2002, the District's voters authorized general obligation indebtedness of \$5,965,000 for street improvements, \$8,580,000 for parks and recreation, \$610,000 for water supply system, \$4,605,000 for sanitary sewer system, \$22,855,000 for transportation system, \$42,615,000 for refinancing of District debt, and \$50,000 for general operations and maintenance. The election also approved an annual increase in taxes of \$50,000 for general operations and maintenance.

The District has no employees and all administrative functions are contracted.

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

Revenues

Property Taxes

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

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

The Service plan limits the mill levy for operations and maintenance to 10.000 mills and debt service to 50.000 mills. In addition, the Service plan limits the total mill levy to 50.000 mills.

**LINCOLN STATION METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes the District's share will be equal to approximately 8.0% of the property taxes collected by the General Fund and Debt Service Fund.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 0.10 %.

Property Owners Reimbursement

On September 28, 2007, the District entered into a parking license agreement with RTD by which the District receives use of 200 parking spaces within the Public Parking Units of the Lincoln Station Parking Garage for an initial five-year term of May 15, 2008 thru May 14, 2013, which will continue past this initial term unless terminated by either of the parties. The license may be terminated by RTD at any time but only with 12 months written notice prior to termination. The District may terminate the License at any time upon thirty days written notice prior to termination.

The District pays \$40,000 per year, which is \$200 per parking space per year, for the maintenance and operation of the Licensed Parking Spaces, which is due on or before June 1 of each year of the license term. The property owners who use these spaces are invoiced for this expense, and will reimburse the District for these costs.

Tri-Party Agreement Reimbursement (Joint Access Easement Agreement)

Effective March 26, 2004, the District, the Developer (Bradbury Properties, Inc.), TCR MS Lincoln Station, LLC (TCR), and Regional Transportation District (RTD) entered into an agreement for Joint Access Easement. Bradbury and RTD grant to TCR a perpetual, non-exclusive easement upon, over and across the Parking Access Drive for (a) pedestrian access between the TCR Residences, Park Meadows Drive, the Bradbury Parcel, and the RTD Parcel; (b) vehicular ingress and egress between Park Meadows Drive and the TCR Parcel; and (c) installation, operation, maintenance, repair and replacement of utilities on and under the Parking Access Drive.

TCR shall be responsible for 100% of costs related to maintaining the sidewalks, benches, landscape, irrigation, and utilities within the Parking Access Drive between the back of the curb on the north side of the drive lanes and the TCR Parcel.

**LINCOLN STATION METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

The first party to require use of the vehicular lanes shall pay 100% of the maintenance of the lanes. Once more than one party is using the vehicular lanes, the costs for maintaining the lanes will be proportionately shared based on traffic use, first determined by an estimate done on August 29, 2002. With 90 days written notice by any of the three parties, a traffic survey is to be done, but no more frequently than once every three years. If the new traffic survey reveals peak hour traffic volumes deviating 10% or more from the previous basis, the new study will become the new basis and the parties will split equally the cost of the survey and the parties will pay for the survey within 30 days after each party's receipt of an invoice for their share of these survey costs. If the deviation is less than 10%, basis is not changed and the party which requested the survey shall pay 100% of the costs of the survey.

If RTD is responsible for maintaining the Parking Access Drive, Bradbury shall be responsible for paying a proportionate share of the costs to RTD on or before March 1 of each year, provided that RTD has sent a detailed expense report to Bradbury by February 1 of such year outlining all expenses incurred in the previous year for the Parking Access Drive. TCR's proportionate share of the cost for maintaining the lanes will be paid to the District within 30 days after receipt of the billing from the District. If the Parking Access Drive is publicly dedicated or condemned the Parties' payment obligations shall terminate.

Camden General Fund Fee (Exclusion and Service Agreement with Camden USA, Inc.)

The Exclusion and Service Agreement was entered into on July 2, 2007, between the District and Camden USA, Inc. The District received a petition requesting exclusion of certain real property that is located within the District (Lot 2-A). The parties agree that if the property is excluded from the District, the property shall continue to be subject to the levy of taxes for the payment of its proportionate share of the Bonds. The District will provide maintenance services to the property to the same level and frequency as when the property was subject to the General Mill Levy. The owner will pay the District a General Fund fee calculated by the district based on the final AV of the property as a percentage of the total AV with the operations and maintenance costs allocated proportionately. The amount will be communicated to the Property owner on or about January 15th of each year. The exclusion was granted on October 4, 2007. The District anticipates assessing a fee for collection in 2022.

RTD Maintenance Contribution (Agreement for Development, Operation, and Easements for Bradbury Transit Village)

Regional Transportation District (RTD) and Bradbury Properties, Inc. (Bradbury) entered into an agreement on November 8, 2001. Subsequently, Bradbury and RTD entered into a First Amendment (December 23, 2002), a Second Amendment (August 11, 2003), a Third Amendment (April 14, 2005), and a Fourth Amendment (January 10, 2007). As set forth in the Fourth Amendment, RTD shall contribute 36.2% of the expenses for operation, maintenance, repair, and replacement of the Villages' Pedestrian Plaza, excluding storm water, detention and/or water quality facilities. The District has budgeted for anticipated collection in 2022.

**LINCOLN STATION METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Administrative and Operating Expenditures

Operating and administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, accounting, insurance, and meeting expense. Estimated expenditures related to landscape maintenance, parking repairs and maintenance, general repairs and maintenance, signage, utilities and water, and snow removal were also included in the General Fund budget.

County Treasurer's Fees

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

Debt Service

Principal and interest payments are provided based on the debt amortization schedules from the Series 2006 General Obligation Bonds, Series 2014A General Obligation Limited Tax Refunding Bonds, and the Series 2014B General Obligation Limited Tax Refunding Bonds (discussed under Debt and Leases).

Capital Outlay

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

Debt and Leases

On December 20, 2006, the District issued \$7,660,000 in Series 2006 Senior General Obligation Limited Tax Bonds. The proceeds of such debt were used for issuance costs, capitalized interest and to fund the cost of eligible public infrastructure improvements or to reimburse the Developer for the advancement of those funds, to the extent possible. The bonds bear interest at a rate of 6.50%. The bonds are term bonds due December 1, 2036, with mandatory sinking fund redemptions beginning December 1, 2011, and on every December 1 thereafter. Interest is payable semiannually on June 1 and December 1. All of the bonds are subject to redemption prior to maturity at the option of the District on December 1, 2016 and on any date thereafter without call premium. The bonds are also subject to mandatory excess funds redemption as a whole or in integral multiples of \$1,000 on December 1, 2009, solely from and to the extent of any moneys held in the Restricted Account of the Project Fund on October 15, 2009.

On March 24, 2014, the District issued \$9,065,000 in 2014 General Obligation Limited Tax Refunding Bonds, consisting of \$5,985,000 in Series A Limited Tax Term Bonds due December 1, 2036 which bear interest at 7%, and \$3,080,000 in Series B Limited Tax Term Bonds due December 1, 2036 which bear interest at 7%. The 2014 bonds are subject to redemption prior to maturity, at the option of the District, on or after December 1, 2024, upon payment of par and accrued interest, without redemption premium. The bonds were issued to advance refund the 2007 Subordinate Bonds (A&B) including accrued and compounded interest totaling \$1,959,585, to pay \$340,000 of Developer Advance and \$26,861 of accrued interest, and to pay for the cost of issuing the 2014 Bonds.

**LINCOLN STATION METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases - (continued)

The District advance refunded the 2007A and B Series Bonds to achieve present value savings pursuant to a tender offer made to and accepted by the owners of the 2007 Bonds.

The Series 2006 Bonds, Series 2014A and Series 2014B Bonds, are secured by and payable solely from Pledged Revenue, which includes property taxes derived from the Required Mill Levy net of the cost of collection, specific ownership taxes, Capital Fees – if any, and any other legally available moneys of the District credited to the Bond Fund. The Required Mill Levy is defined in the Bond Resolution as a mill levy imposed upon all taxable property in the District each year, in an amount sufficient to pay the principal of and interest on the Parity Bonds and to replenish the 2006 Reserve Fund to the Required Reserve, but not in excess of 50 mills.

The District's current debt service schedule is attached.

The District has no operating or capital leases.

Reserves

Debt Service Reserve

The Debt Service Reserve Fund Requirement is \$707,650, for the Bonds in Parity.

Emergency Reserve

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

This information is an integral part of the accompanying budget.

**LINCOLN STATION METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Bonds and Interest Maturing in the Year Ending <u>December 31,</u>	\$7,660,000 General Obligation Bonds Series 2006 Dated December 20, 2006 Principal due December 1, Interest Rate of 6.50% Payable June 1 and December 1		
	Principal	Interest	Total
2022	200,000	415,350	615,350
2023	225,000	402,350	627,350
2024	240,000	387,725	627,725
2025	270,000	372,125	642,125
2026	285,000	354,575	639,575
2027	315,000	336,050	651,050
2028	335,000	315,575	650,575
2029	370,000	293,800	663,800
2030	395,000	269,750	664,750
2031	435,000	244,075	679,075
2032	465,000	215,800	680,800
2033	505,000	185,575	690,575
2034	540,000	152,750	692,750
2035	590,000	117,650	707,650
2036	1,220,000	79,300	1,299,300
	\$ 6,390,000	\$ 4,142,450	\$ 10,532,450

**LINCOLN STATION METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Bonds and Interest Maturing in the Year Ending <u>December 31,</u>	\$5,985,000 General Obligation Limited Tax Refunding Bonds Series 2014A Dated March 24, 2014 Principal due December 1, Interest Rate of 7.00% Payable June 1 and December 1		
	Principal	Interest	Total
2022	195,000	344,750	539,750
2023	210,000	331,100	541,100
2024	225,000	316,400	541,400
2025	240,000	300,650	540,650
2026	255,000	283,850	538,850
2027	275,000	266,000	541,000
2028	295,000	246,750	541,750
2029	315,000	226,100	541,100
2030	335,000	204,050	539,050
2031	360,000	180,600	540,600
2032	385,000	155,400	540,400
2033	415,000	128,450	543,450
2034	440,000	99,400	539,400
2035	475,000	68,600	543,600
2036	505,000	35,350	540,350
	\$ 4,925,000	\$ 3,187,450	\$ 8,112,450

**LINCOLN STATION METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Bonds and Interest Maturing in the Year Ending <u>December 31,</u>	\$3,080,000 General Obligation Limited Tax Refunding Bonds Series 2014B Dated March 24, 2014 Principal due December 1, Interest Rate of 7.00% Payable June 1 and December 1		
	Principal	Interest	Total
2022	100,000	177,450	277,450
2023	110,000	170,450	280,450
2024	115,000	162,750	277,750
2025	125,000	154,700	279,700
2026	135,000	145,950	280,950
2027	140,000	136,500	276,500
2028	150,000	126,700	276,700
2029	160,000	116,200	276,200
2030	175,000	105,000	280,000
2031	185,000	92,750	277,750
2032	200,000	79,800	279,800
2033	210,000	65,800	275,800
2034	225,000	51,100	276,100
2035	245,000	35,350	280,350
2036	260,000	18,200	278,200
	\$ 2,535,000	\$ 1,638,700	\$ 4,173,700

**LINCOLN STATION METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Bonds and Interest Maturing in the Year Ending <u>December 31,</u>	Totals		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	495,000	937,550	1,432,550
2023	545,000	903,900	1,448,900
2024	580,000	866,875	1,446,875
2025	635,000	827,475	1,462,475
2026	675,000	784,375	1,459,375
2027	730,000	738,550	1,468,550
2028	780,000	689,025	1,469,025
2029	845,000	636,100	1,481,100
2030	905,000	578,800	1,483,800
2031	980,000	517,425	1,497,425
2032	1,050,000	451,000	1,501,000
2033	1,130,000	379,825	1,509,825
2034	1,205,000	303,250	1,508,250
2035	1,310,000	221,600	1,531,600
2036	1,985,000	132,850	2,117,850
	<u>\$ 13,850,000</u>	<u>\$ 8,968,600</u>	<u>\$ 22,818,600</u>

STATE OF COLORADO
COUNTY OF DOUGLAS
LINCOLN STATION METROPLITAN DISTRICT
2022 BUDGET RESOLUTION

The Board of Directors of the Lincoln Station Metropolitan District, Douglas County, Colorado held a regular meeting on Wednesday, November 10, 2021 at the hour of 10:00 A.M. at the offices of CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado.

The following members of the Board of Directors were present:

President:	Nathan Melchior
Secretary/Treasurer:	VACANT
Assistant Secretary:	VACANT
Assistant Secretary:	VACANT
Assistant Secretary:	VACANT

Also present were: Anna Jones and Carrie Beacom, CliftonLarsonAllen LLP; and Alicia Corley, Esq., Icenogle Seaver Pogue, P.C.

Ms. Jones reported that proper notice was made to allow the Board of Directors of the Lincoln Station Metropolitan District to conduct a public hearing on the 2022 budget and, prior to the meeting, each of the directors had been notified of the date, time and place of this meeting and the purpose for which it was called. It was further reported that this meeting is a regular meeting of the Board of Directors of the District and that a notice of regular meeting was posted at 9380 Station Street, Lone Tree, no less than twenty-four hours prior to the holding of the meeting, and to the best of her knowledge, remains posted to the date of this meeting.

Thereupon, Director Melchior introduced and moved the adoption of the following Resolution:

RESOLUTION

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET, APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN AND LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2022 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE LINCOLN STATION METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022 AND ENDING ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Board of Directors (the “Board”) of the Lincoln Station Metropolitan District (the “District”) has authorized its treasurer and accountant to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget was submitted to the Board for its review and consideration on or before October 15, 2021; and

WHEREAS, the proposed budget is more than fifty thousand dollars (\$50,000.00), due and proper notice was published on Thursday, October 28, 2021 in the *Douglas County News-Press*, indicating (i) the date and time of the hearing at which the adoption of the proposed budget will be considered; (ii) that the proposed budget is available for inspection by the public at a designated place; (iii) that any interested elector of the District may file any objections to the proposed budget at any time prior to the final adoption of the budget by the District; and (iv) if applicable, the amount of the District’s increased property tax revenues resulting from a request to the Division of Local Government pursuant to §29-1-302(1), C.R.S.; and an original publisher’s Affidavit of Publication is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the proposed budget was open for inspection by the public at the designated place; and

WHEREAS, a public hearing was held on Wednesday, November 10, 2021 and interested electors were given the opportunity to file or register any objections to said proposed budget and any such objections were considered by the Board; and

WHEREAS, the budget being adopted by the Board has been prepared based on the best information available to the Board regarding the effects of § 29-1-301, C.R.S., and Article X, § 20 of the Colorado Constitution; 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; and

WHEREAS, pursuant to § 29-1-113(1), C.R.S., the Board shall cause a certified copy of the budget, including the budget message and any resolutions adopting the budget, appropriating moneys and fixing the rate of any mill levy, to be filed with the Division of Local Government within thirty (30) days following the beginning of the fiscal year of the budget adopted; and

WHEREAS, pursuant to § 32-1-1201, C.R.S., the Board shall determine in each year the amount of money necessary to be raised by taxation, taking into consideration those items required by law, and shall certify the rate so fixed to the board of county commissioners of each county within the District or having a portion of its territory within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LINCOLN STATION METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO:

Section 1. Summary of 2022 Revenues and 2022 Expenditures. That the estimated revenues and expenditures for each fund for fiscal year 2022, as more specifically set forth in the budget attached hereto as Exhibit B and incorporated herein by this reference, are accepted and approved.

Section 2. Adoption of Budget. That the budget as submitted, and if amended, then as amended, and attached hereto as Exhibit B and is approved and adopted as the budget of the District for fiscal year 2022. In the event of recertification of values by the Douglas County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization.

Section 3. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

Section 4. Budget Certification. That the budget shall be certified by Anna Jones, Manager of the District, and made a part of the public records of the District and a certified copy of the approved and adopted budget shall be filed with the Division of Local Government.

Section 5. 2022 Levy of General Property Taxes. That the attached budget indicates that the amount of money from general property taxes necessary to balance the budget for the General Fund for operating expenses is \$_____ and that the 2021 valuation for assessment, as certified by the Douglas County Assessor, is \$ _____. That for the purposes of meeting all general operating expenses of the District during the 2022 budget year, there is hereby levied a tax of 7.500 mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2022.

Section 6. 2022 Levy of Debt Retirement Expenses. That the attached budget indicates that the amount of money from general property taxes necessary to balance the budget for the Debt Service Fund for debt retirement expense is \$_____ and that the 2021 valuation for assessment, as certified by the Douglas County Assessor, is \$ _____. That for the purposes of meeting all debt retirement expenses of the District during the 2022 budget year,

there is hereby levied a tax of 27.500 mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2022.

Section 7. Certification to County Commissioners. That the President of the District is hereby authorized and directed to immediately certify to the Board of County Commissioners of Douglas County, the mill levy for the District hereinabove determined and set. That said certification shall be in substantially the following form attached hereto as Exhibit C and incorporated herein by this reference.

[The remainder of this page is intentionally left blank.]

The foregoing Resolution was seconded by Director Melchior.

RESOLUTION APPROVED AND ADOPTED THIS 10TH DAY OF NOVEMBER 2021.

LINCOLN STATION METROPOLITAN DISTRICT

By: _____
Nathan Melchior
Its: President

STATE OF COLORADO
COUNTY OF DOUGLAS
LINCOLN STATION METROPOLITAN DISTRICT

I, Nathan Melchior, hereby certify that I am a director and the duly elected and qualified President of the Lincoln Station Metropolitan District, and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of the District, adopted at a regular meeting of the Board of Directors of the Lincoln Station Metropolitan District held on November 10, 2021, at the offices of CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111, as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for fiscal year 2022; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the District this 10th day of November 2021.

Nathan Melchior, President

[SEAL]

EXHIBIT A

Affidavit of Publication
Notice as to Proposed 2022 Budget

EXHIBIT B

Budget Document
Budget Message

EXHIBIT C

Certification of Tax Levy

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Lincoln Station Metropolitan District of Douglas County, Colorado on this 10th day November, 2021.

Nathan Melchior, President

S E A L

[Lincoln Station Letterhead]

[Date]

City of Lone Tree
Attn: Roshana Floyd
Community Development Dept.
9220 Kimmer Drive, Suite 100
Lone Tree, CO 80124

**Re: Lot Line Vacation Certificate
Lincoln Station Apartments**

Dear Ms. Floyd:

The Lincoln Station Metropolitan District (the “District”) has reviewed that certain Lot Line Vacation Approval Certificate attached hereto and recommends approval of the lot line vacation depicted therein.

Sincerely,

[Signatory]

THE UNDERSIGNED, BEING ALL THE OWNERS OF THE LAND DESCRIBED HEREIN, AND THE BENEFICIARIES OF ANY DEEDS OF TRUST ENCUMBERING THAT LAND, HEREBY CONSENT TO THIS VACATION.

OWNER:

KAISER FOUNDATION HOSPITALS, A CALIFORNIA NONPROFIT CORPORATION

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2021,

BY: _____

AS: _____

BY: _____

AS: _____ OF KAISER FOUNDATION HOSPITALS,
A CALIFORNIA NONPROFIT CORPORATION

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



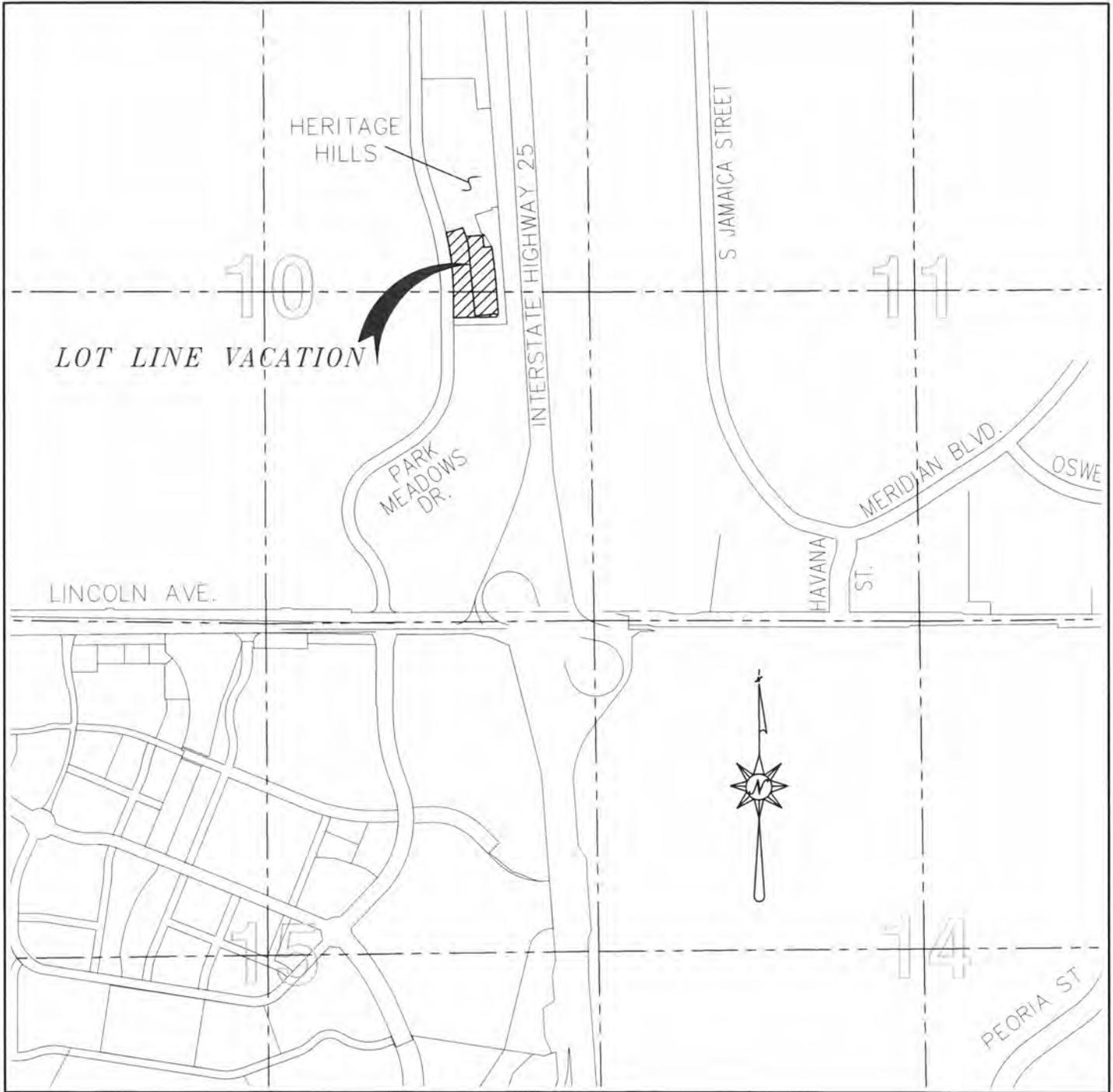
MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

VACATION APPROVAL CERTIFICATE
LOT LINE VACATION

DATE: 9/22/21

SHEET: 2 OF 4



VICINITY MAP
 SCALE = 1"=1200'



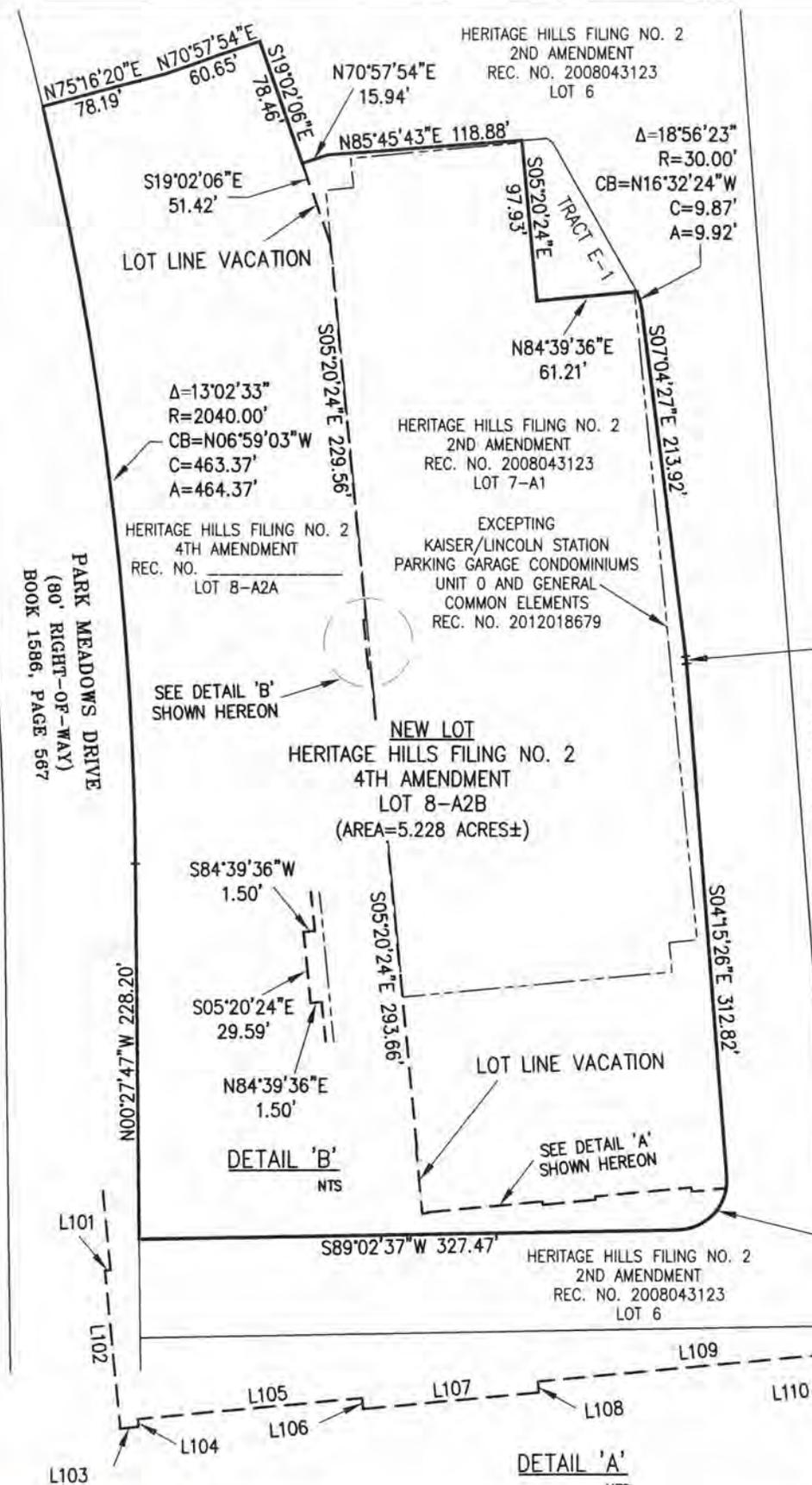
MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
 Telephone: 303-751-0741

VACATION APPROVAL CERTIFICATE
 LOT LINE VACATION

DATE: 9/22/21

SHEET: 3 OF 4



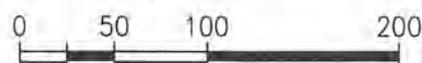
LINE TABLE		
LINE #	BEARING	LENGTH
L101	S84°39'36\"W	0.50'
L102	S05°20'24\"E	39.34'
L103	N84°39'36\"E	3.34'
L104	S05°20'24\"E	0.50'
L105	N84°39'36\"E	70.66'
L106	N05°20'24\"W	2.00'
L107	N84°39'36\"E	32.34'
L108	N05°20'24\"W	2.00'
L109	N84°39'36\"E	58.49'
L110	N05°20'24\"W	2.40'
L111	N84°39'36\"E	20.61'

PARK MEADOWS DRIVE
(80' RIGHT-OF-WAY)
BOOK 1586, PAGE 567

$\Delta=2^{\circ}48'51''$
R=90.00'
CB=N05°39'57\"W
C=4.42'
A=4.42'



$\Delta=93^{\circ}18'03''$
R=30.00'
CB=S42°23'35\"W
C=43.63'
A=48.85'



1 inch = 100 ft.

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

VACATION APPROVAL CERTIFICATE
LOT LINE VACATION

DATE: 9/22/21

SHEET: 4 OF 4



1225 17th Street
 Suite 2200
 Denver, CO 80202
 Tel 303.292.1200 Fax 303.292.1300
 WWW.FOXROTHSCHILD.COM

CATHERINE A. HILDRETH
 Direct No: 303.383 7662
 Email: CHildreth@FoxRothschild.com

October 22, 2021

VIA E-MAIL (LINDA@MCM-LEGAL.COM) AND U.S. MAIL

Linda Michow
 Michow Cox & McAskin LLP
 6530 S. Yosemite Street, Suite 200
 Greenwood Village, CO 80111

Re: Lincoln Station Lot Line Vacation Certificate (“Vacation”) and 4th Amendment to Heritage Hills Plat Filing No. 2 (“Plat”)

Dear Linda:

In connection with the Plat and Vacation, the City has made the following requests:

1. With regard to the Vacation, the Lincoln Station Metro District (“District”) submit a letter recommending approval of the Vacation; and
2. With regard to the Plat, the District sign the Termination (“Termination”) enclosed as Exhibit A.

The District intends to submit the Termination to the Board of the District for consideration and intends to recommend approval of same. However, in regard to the Vacation, it is the District’s opinion that their recommendation for approval is not required because the District does not provide utilities to the property subject to the Vacation.

As set forth in the email attached hereto as Exhibit B, Ms. Floyd has requested the District accept ownership and maintenance obligations of the storm water pipe that runs under the Lincoln Station garage. However, the applicant has already acknowledged ownership and maintenance obligation of that storm water pipe located on its property. The landowner/applicant is not going to require the District to own and maintain the storm water pipe on the landowner/applicant’s property.



Linda Michow
October 22, 2021
Page 2

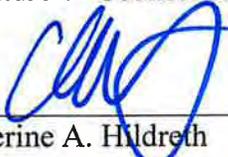
Accordingly, the District does not provide utilities to the property that is the subject of the Vacation and should not be required to provide a recommendation of approval of such Vacation.

Could you please confirm for both the applicant and District that the recommendation of approval for the Vacation is not required by the City? Thank you very much for your kind attention to this matter.

Sincerely,

Signature of Counsel for Applicant

Signature of Counsel for District



Catherine A. Hildreth



Alicia J. Corley

Enclosures

**TERMINATION OF PRIVATE VEHICULAR AND PEDESTRIAN ACCESS
EASEMENT AGREEMENT**

THIS TERMINATION OF PRIVATE VEHICULAR AND PEDESTRIAN ACCESS EASEMENT AGREEMENT (“**Termination**”) is entered into as of this ___ day of _____, 2021, by and between KAISER FOUNDATION HOSPITALS, a California non-profit corporation d/b/a KAISER PERMANENTE (“**Grantor**”) as owner of Lot 8-A1, Heritage Hills Filing No 2, 2nd Amendment, Douglas County, Colorado (“**Lot 8-A1**”) and Lot 8-A2, Heritage Hills Filing No 2, 2nd Amendment, Douglas County, Colorado (“**Lot 8-A2**”) (together, the “**Property**”).

WHEREAS, pursuant to that certain Heritage Hills Filing No 2, 2nd Amendment, recorded June 18, 2008 at Reception No. 2008043123 (the “**Plat**”), Grantor dedicated a private vehicular and pedestrian access easement as shown thereon (the “**Access Easement**”) upon the Property to the Lincoln Station Metropolitan District (the “**District**”).

WHEREAS, pursuant to the Plat, the District accepted for ownership and maintenance the Access Easement.

WHEREAS, Grantor and the District now desire to terminate the Access Easement in its entirety, with the intent that the Access Easement will be relocated and dedicated to the public pursuant to the further amendment to Plat recorded following this Termination;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor and the District hereby agree as follows:

1. Termination. The Grantor and the District, being the sole grantor and grantee of the Access Easement hereby agree that the Access Easement is terminated in its entirety and has no further validity or impact on the Property whatsoever and shall no longer run with the land, and the District shall have no further maintenance obligations with regard to the Access Easement.

IN WITNESS WHEREOF, the Grantor and the District have executed this Termination as of the date set forth above.

(Signatures on next page)

GRANTOR:

KAISER FOUNDATION HOSPITALS,
a California non-profit corporation
d/b/a Kaiser Permanente

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
CITY AND)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of
September, 2021 by _____ as _____ of Kaiser
Foundation Hospitals, a California non-profit corporation, d/b/a Kaiser Permanente.

Witness my hand and official seal.

Notary Public

GRANTEE:

LINCOLN STATION METROPOLITAN
DISTRICT

By: _____

STATE OF COLORADO)
CITY AND)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of
September, 2021 by _____ as _____ of
Lincoln Station Metropolitan District.

Witness my hand and official seal.

Notary Public

Gomez, Rochelle

From: Hildreth, Catherine A.
Sent: October 22, 2021 9:34 AM
To: Gomez, Rochelle
Subject: FW: Confirming Lincoln Metro District Maintenance Requirements
Attachments: Utility Markup.png

Catherine Hildreth

Partner

Fox Rothschild LLP

1225 17th St.

Suite 2200

Denver, CO 80202

(303) 383-7662 - direct

(303) 292-1300 - fax

CHildreth@foxrothschild.com

www.foxrothschild.com

From: Alicia J. Corley <acorley@isp-law.com>
Sent: October 21, 2021 1:20 PM
To: Hildreth, Catherine A. <CHildreth@foxrothschild.com>
Subject: [EXT] FW: Confirming Lincoln Metro District Maintenance Requirements

From: Roshana Floyd <Roshana.Floyd@cityoflonetree.com>
Sent: Wednesday, October 13, 2021 12:27 PM
To: Jones, Anna <Anna.Jones@claconnect.com>; Alicia J. Corley <acorley@isp-law.com>
Cc: Hoyt, Rebecca <Rebecca.Hoyt@claconnect.com>; Jenkins, Cindy <Cindy.Jenkins@claconnect.com>
Subject: RE: Confirming Lincoln Metro District Maintenance Requirements

Hello Anna,

The City would like to have a response to the inquiry below. I know your team was out of the office for several days last week, however, we do still need this information on Metro letterhead as soon as your team is able to provide this.

If you prefer to discuss this in a virtual meeting format please let us know and we can get something set up.

Thank you,



Roshana Floyd, MPA, AICP, CFM
 Planning Manager
 9220 Kimmer Drive
 Lone Tree, CO 80124
 Office: 720-509-1271
 Mobile: 720-671-1792

From: Roshana Floyd
Sent: Thursday, October 7, 2021 9:11 AM
To: Jones, Anna <Anna.Jones@claconnect.com>
Cc: Jacob James <Jacob.James@cityoflonetree.com>; Scott Barnett <scott@mulhernmre.com>
Subject: Confirming Lincoln Metro District Maintenance Requirements

Good morning Anna,

In an effort to resolve this issue via email, please review the attached markup excerpted from the utility plan for this project. The City has received conflicting information regarding the entity responsible for maintenance of infrastructure serving this site. As this site abuts Douglas County jurisdiction, it is of utmost importance to the City that we have a clear understanding of maintenance obligations pertaining to this site.

Can your team please provide the City with a letter from the Metro District (on District letterhead) confirming the following:

- (1) That the infrastructure highlighted in yellow is owned AND maintained by Lincoln Station Metro District, AND
- (2) That the infrastructure highlighted in orange (partially existing and proposed to be maintained by Century communities) has been approved for connection to the Metro District's lines?

Thank you in advance for the additional clarification,



Roshana Floyd, MPA, AICP, CFM
 Planning Manager
 9220 Kimmer Drive
 Lone Tree, CO 80124
 Office: 720-509-1271
 Mobile: 720-671-1792

From: Scott Barnett <scott@mulhernmre.com>
Sent: Thursday, October 7, 2021 8:36 AM
To: Linda Michow <linda@mcm-legal.com>; Alicia J. Corley <acorley@isp-law.com>; Jones, Anna <Anna.Jones@claconnect.com>; Jim Francescon <JimF@centurycommunities.com>; Roshana Floyd <Roshana.Floyd@cityoflonetree.com>
Cc: Jacob James <Jacob.James@cityoflonetree.com>; Catherine Hildreth <CHildreth@foxrothschild.com>; Kris Wiest <kris.wiest@merrick.com>; Sean Palmer <Sean.Palmer@centurycommunities.com>
Subject: Re: [External] Re: Review Lincoln Metro District Maintenance Requirements RE: Lincoln Station Multifamily Development

Sorry I am not working today or tomorrow (Friday).

Please feel free to go ahead without me and let me know any facts determined through the meeting so I can catch up later.

Thanks

Scott Barnett

From: Linda Michow <linda@mcm-legal.com>
Sent: Thursday, October 7, 2021 8:12 AM
To: Alicia J. Corley <acorley@isp-law.com>; Jones, Anna <Anna.Jones@claconnect.com>; Jim Francescon

<JimF@centurycommunities.com>; Roshana Floyd <Roshana.Floyd@cityoflonetree.com>
Cc: Jacob James <jacob.james@cityoflonetree.com>; Catherine Hildreth <CHildreth@foxrothschild.com>; Kris Wiest <kris.wiest@merrick.com>; Sean Palmer <Sean.Palmer@centurycommunities.com>; Scott Barnett <scott@mulhernmre.com>
Subject: RE: [External] Re: Review Lincoln Metro District Maintenance Requirements RE: Lincoln Station Multifamily Development

I am traveling today and out of pocket. I believe this is mainly an issue between the District and Century and that the City needs to understand the maintenance obligations for storm drainage improvements between the two parties. I will rely on Roshana and Jacob to brief me afterwards if you need a meeting today.

Linda Michow
 Michow Cox & McAskin LLP
 6530 S. Yosemite St., Suite 200
 Greenwood Village, CO 80111
linda@mcm-legal.com
 Office: 303-459-2725
 Direct: 303-459-4613
 Mobile: 720-988-8194

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From: Alicia J. Corley <acorley@isp-law.com>
Sent: Thursday, October 7, 2021 8:09 AM
To: Jones, Anna <Anna.Jones@claconnect.com>; Jim Francescon <JimF@centurycommunities.com>; Roshana Floyd <Roshana.Floyd@cityoflonetree.com>
Cc: Jacob James <jacob.james@cityoflonetree.com>; Linda Michow <linda@mcm-legal.com>; Catherine Hildreth <CHildreth@foxrothschild.com>; Kris Wiest <kris.wiest@merrick.com>; Sean Palmer <Sean.Palmer@centurycommunities.com>; SBarnett <scott@mulhernmre.com>
Subject: RE: [External] Re: Review Lincoln Metro District Maintenance Requirements RE: Lincoln Station Multifamily Development

I have a hearing at 10 am in Colorado Springs so I cannot attend a call before 10 am this morning, but after 2 pm works for me.

Alicia J. Corley
acorley@isp-law.com
 Direct: 303.867.3007 Mobile: 251.375.4362
 Facsimile: 303.292.9101
 4725 South Monaco Street, Suite 360
 Denver, Colorado 80237



ICENOGLE SEAVER POGUE

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From: Jones, Anna <Anna.Jones@claconnect.com>
Sent: Thursday, October 7, 2021 8:07 AM
To: Jim Francescon <JimF@centurycommunities.com>; Roshana Floyd <Roshana.Floyd@cityoflonetree.com>
Cc: Jacob James <jacob.james@cityoflonetree.com>; Linda Michow <linda@mcm-legal.com>; Alicia J. Corley <acorley@isp-law.com>; Catherine Hildreth <CHildreth@foxrothschild.com>; Kris Wiest <kris.wiest@merrick.com>; Sean Palmer <Sean.Palmer@centurycommunities.com>; SBarnett <scott@mulhernmre.com>
Subject: RE: [External] Re: Review Lincoln Metro District Maintenance Requirements RE: Lincoln Station Multifamily Development

I am free before 10:00 and after 2:00. I would want Scott Barnett to be on the call as well as Alicia Corley.

Anna Jones
 Public manager
 State and Local Government
 CLA (CliftonLarsonAllen LLP)

Direct 303-793-1478
anna.jones@CLAconnect.com

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From: Jim Francescon <JimF@centurycommunities.com>
Sent: Thursday, October 7, 2021 8:05 AM
To: Jones, Anna <Anna.Jones@claconnect.com>; Roshana Floyd <Roshana.Floyd@cityoflonetree.com>
Cc: Jacob James <jacob.james@cityoflonetree.com>; Linda Michow <linda@mcm-legal.com>; Alicia J. Corley <acorley@isp-law.com>; Catherine Hildreth <CHildreth@foxrothschild.com>; Kris Wiest <kris.wiest@merrick.com>; Sean Palmer <Sean.Palmer@centurycommunities.com>; SBarnett <scott@mulhernmre.com>
Subject: RE: [External] Re: Review Lincoln Metro District Maintenance Requirements RE: Lincoln Station Multifamily Development

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Hi Anna,

The timing pressure is coming from the land seller.

This call is intended to make sure all of us are in agreement on the storm water infrastructure and maintenance obligations, which I believe we are. I anticipate this being a quick call, but an important one for the City prior to releasing their comments on our latest submittal. If there is any way we can have the call today, I would sincerely appreciate it so that we can keep our process moving.

Thank you,
 Jim

From: Jones, Anna <Anna.Jones@claconnect.com>
Sent: Thursday, October 7, 2021 7:38 AM

To: Jim Francescon <JimF@centurycommunities.com>; Roshana Floyd <Roshana.Floyd@cityoflonetree.com>
Cc: Jacob James <jacob.james@cityoflonetree.com>; Linda Michow <linda@mcm-legal.com>; Alicia J. Corley <acorley@isp-law.com>; Catherine Hildreth <CHildreth@foxrothschild.com>; Kris Wiest <kris.wiest@merrick.com>; Sean Palmer <Sean.Palmer@centurycommunities.com>; SBarnett <scott@mulhernmre.com>
Subject: RE: [External] Re: Review Lincoln Metro District Maintenance Requirements RE: Lincoln Station Multifamily Development

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I am unclear what the urgency is – Jim or Roshana, can you fill us in? I apologize if I am the only one with this question.
 Thanks,
 Anna

Anna Jones
 Public manager
 State and Local Government
 CLA (CliftonLarsonAllen LLP)

Direct 303-793-1478
anna.jones@CLAconnect.com

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From: Jim Francescon <JimF@centurycommunities.com>
Sent: Wednesday, October 6, 2021 4:56 PM
To: Roshana Floyd <Roshana.Floyd@cityoflonetree.com>
Cc: Jacob James <jacob.james@cityoflonetree.com>; Linda Michow <linda@mcm-legal.com>; Jones, Anna <Anna.Jones@claconnect.com>; Alicia J. Corley <acorley@isp-law.com>; Catherine Hildreth <CHildreth@foxrothschild.com>; Kris Wiest <kris.wiest@merrick.com>; Sean Palmer <Sean.Palmer@centurycommunities.com>
Subject: [External] Re: Review Lincoln Metro District Maintenance Requirements RE: Lincoln Station Multifamily Development

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Hi Roshana,

Is there any way we can move this call up to tomorrow or Friday, or address via email? I'm sorry to ask, but waiting until next week puts a lot of pressure on our timeline with Kaiser. We can make ourselves available at any time that works for the City.

Thanks,
 Jim

On Oct 6, 2021, at 2:52 PM, Roshana Floyd <Roshana.Floyd@cityoflonetree.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

The City of Lone Tree requests your attendance at a brief virtual meeting to bring all parties together for one discussion regarding storm drain infrastructure obligations (please see attached excerpt from the civil plans for this project). If you are unable to attend this meeting please advise if there is someone who can attend in your place, or if there are alternative dates/times that work for your team.

Thank you,



Roshana Floyd, MPA, AICP, CFM

Planning Manager
9220 Kimmer Drive
Lone Tree, CO 80124
Office: 720-509-1271
Mobile: 720-671-1792

Microsoft Teams meeting

Join on your computer or mobile app

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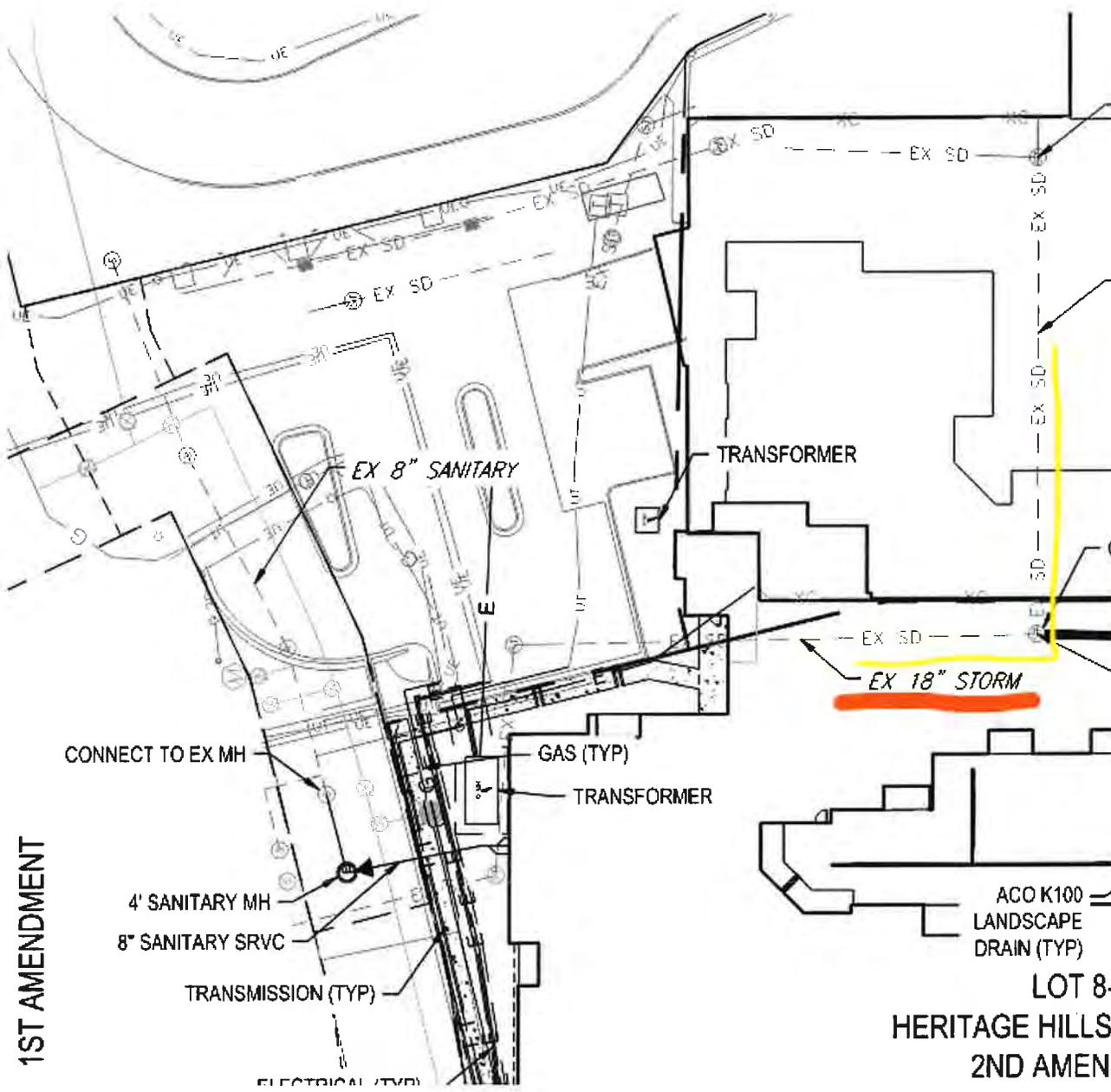
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1ST AMENDMENT

LOT 8-
HERITAGE HILLS
2ND AMENI

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CliftonLarsonAllen LLP

**ANNUAL RESOLUTION OF
THE BOARD OF DIRECTORS OF THE
LINCOLN STATION METROPOLITAN DISTRICT**

At a regular meeting of the Board of Directors of the Lincoln Station Metropolitan District, Douglas County, Colorado, held at 10:00 A.M., on Wednesday, November 10, 2021, at the offices of CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111, at which a quorum was present, the following resolution was adopted:

WHEREAS, the Lincoln Station Metropolitan District (the “District”) was organized as a special district pursuant to an Order of the District Court in and for the County of Douglas, Colorado, dated January 30, 2003 and is located within Douglas County (the “County”); and

WHEREAS, the Board of Directors of the District (collectively referred to as the “Board” or individually as “Director(s)”) has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, § 32-1-306, C.R.S. requires the District to file a current, accurate map of its boundaries with the County Assessor, County Clerk and Recorder and the Division of Local Government (the “Division”) on or before January 1 of each year; and

WHEREAS, §§ 24-10-109 and 24-32-116, C.R.S. require that the District provide its name, its principal address and/or mailing address, the name of its agent and the agent’s mailing address to the Department of Local Affairs (the “Department”) and keep such information updated regularly; and

WHEREAS, § 32-1-809, C.R.S. requires that the Board provide notice, containing certain information about the District, to the eligible electors of the District no more than sixty (60) days prior to and not later than January 15; and

WHEREAS, § 32-1-104(2), C.R.S. requires that the District, on or before January 15, file a copy of the notice required by § 32-1-809, C.R.S. with the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder in each county in which the District is located, the governing body of any municipality in which the District is located and the Division; and

WHEREAS, the Local Government Budget Law of Colorado, §§ 29-1-101 *et seq.*, C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets and to file copies of the budgets and amendments thereto; and

WHEREAS, § 29-1-205(1), C.R.S. requires the District to file a current list of all contracts in effect with other political subdivisions within thirty (30) days of receiving a request therefor from the Division; and

WHEREAS, in accordance with the Public Securities Information Reporting Act, §§ 11-58-101 *et seq.*, C.R.S., issuers of nonrated public securities shall make public within sixty (60)

days following the end of each of such issuer's fiscal year, an annual information report or reports with respect to any of such issuer's nonrated public securities which are outstanding as of the end of each such fiscal year; and

WHEREAS, in accordance with § 29-1-604(1), C.R.S., if expenditures and revenues of the District are not in excess of \$100,000, the District may file an application for exemption from audit with the State Auditor; or in accordance with § 29-1-604(2)(b), C.R.S., if expenditures and revenues of the District for any fiscal year are at least \$100,000, but not more than \$750,000, the District may file an application for exemption from audit with the State Auditor; or in accordance with § 29-1-603, C.R.S., the Board shall cause to be made an annual audit of the financial statements of the District for each fiscal year; and

WHEREAS, the Revised Uniform Unclaimed Property Act, §§ 38-13-101 *et seq.*, C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer by November 1 of each year; and

WHEREAS, pursuant to § 32-1-103(15), C.R.S., the legal notices of the District must be published one time, in one newspaper of general circulation in the District, and if there is not one such newspaper of general circulation, then in one newspaper in each county in which the District is located and in which the District also has fifty (50) or more eligible electors; and

WHEREAS, pursuant to § 24-6-402(2)(c)(I), C.R.S., the Board shall annually designate at the first regular meeting of the calendar year a posting place within the boundaries of the District for posting of notices; and

WHEREAS, pursuant to §§ 32-1-903(2) and 24-6-402(2)(c)(I) & (III), C.R.S., in addition to any other means of full and timely notice, the Board shall be deemed to have given full and timely notice of a public meeting if the Board posts the notice on a public website of the District or in the designated public place within District boundaries, no less than twenty-four (24) hours prior to the meeting; and

WHEREAS, § 32-1-903(1), C.R.S. requires that the Board shall meet regularly at a time and location to be designated by the Board and such location may be physical, telephonic, electronic, other virtual place, or combination of such means where a meeting can be attended; provided that meetings that are held solely at physical locations must be held at physical locations that are within the boundaries of the District or 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 miles from the District boundaries, unless the proposed change of location for a meeting appears on the Board agenda of a meeting and a resolution is adopted stating the reason for which meetings of the Board are to be held in a physical location other than under the provisions of § 32-1-903(1.5), C.R.S. and further stating the date, time and physical location of such meeting; and

WHEREAS, pursuant to § 32-1-904, C.R.S., the office of the District shall be at some fixed place to be determined by the Board; and

WHEREAS, pursuant to § 32-1-901(1), C.R.S., each Director, within thirty (30) days after his or her election or appointment to fill a vacancy, shall take an oath or affirmation in accordance with § 24-12-101, C.R.S., and the oath must be filed with the County Clerk and Recorder, and in accordance with § 32-1-901(1), C.R.S. with the Clerk of the Court and with the Division; and

WHEREAS, in accordance with § 32-1-901(2), C.R.S., at the time of filing said oath, there shall also be filed for each Director a bond; and

WHEREAS, in accordance with § 24-14-102(2), C.R.S., the District may, in lieu of the required bond, purchase crime insurance to protect the District from any dishonesty, theft, or fraud; and

WHEREAS, pursuant to § 32-1-902(1), C.R.S., the Board shall elect one of its members as chairman of the Board and president of the District, one of its members as a treasurer of the Board and District, and a secretary who may be a member of the Board, or the secretary and treasurer may be one individual, who in such case is a member of the Board; and

WHEREAS, Directors may receive compensation for their services subject to the limitations imposed by § 32-1-902(3)(a), C.R.S.; and

WHEREAS, Directors are governed by § 32-1-902(3)(b), C.R.S., which requires any Director to disqualify himself or herself from voting on an issue in which he or she has a conflict of interest, unless the Director has properly disclosed such conflict in compliance with § 18-8-308, C.R.S.; and

WHEREAS, Directors are governed by § 32-1-902(4), C.R.S., which requires any Director who owns undeveloped land that constitutes at least twenty percent (20%) of the territory included in the District to properly disclose such fact in compliance with § 18-8-308, C.R.S. before each meeting of the Board, and such disclosure must be entered into the minutes of such meeting; and

WHEREAS, pursuant to § 32-1-1001(1)(o), C.R.S. the Board has the power to authorize the use of electronic records and electronic signatures and adopt rules, standards, policies, and procedures for use of electronic records or signatures in accordance with the Uniform Electronic Transaction Act, §§ 24-71.3-101 *et seq.*, C.R.S.; and

WHEREAS, pursuant to § 24-72-204.5, C.R.S., should the District operate or maintain an electronic mail communications system, the Board must adopt a written policy on any monitoring of electronic mail communications and the circumstances under which it will be conducted; and

WHEREAS, §§ 32-1-1604 and 32-1-1101.5(1), C.R.S. require the District to issue notice of the authorization or incurrence of general obligation indebtedness to the Board of County Commissioners of each county in which the District is located or the governing body of the municipality that has adopted a resolution of approval of the District and to record such notice with the Clerk and Recorder in each county in which the District is located within thirty (30) days of incurring or authorizing such indebtedness; and

WHEREAS, § 32-1-1101.5(1), C.R.S. requires the District to certify the results of ballot issue elections to incur general obligation indebtedness to the Board of County Commissioners of each county in which the District is located or to the governing body of a municipality that has adopted a resolution of approval of the District within forty-five (45) days after the election, or at least thirty (30) days before issuing any general obligation debt if not previously certified, and requires the District to file a copy of such certificate with the Division of Securities within that timeframe; and

WHEREAS, in accordance with §§ 32-1-1101.5(1.5), C.R.S., the Board of County Commissioners or the governing body of a municipality that has adopted a resolution of approval of the District may require the District to file an application for the quinquennial finding of reasonable diligence; and

WHEREAS, in accordance with §§ 32-1-207(3)(c), C.R.S., and unless otherwise waived or requested by an earlier date, commencing in 2023 for the 2022 calendar year, any special district created after July 1, 2000, must electronically file an annual report for the preceding calendar year by October 1st with the governing body that approved the service plan or, if the jurisdiction has changed due to the annexation into a municipality, the current governing body with jurisdiction over the District, the Division, the State Auditor, and the County Clerk and Recorder, and make the same available on the website of the District; and

WHEREAS, in accordance with the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., the Board is granted the authority to obtain insurance; and

WHEREAS, the Colorado Open Meetings Law at § 24-6-402(2)(d.5)(II)(A), C.R.S. specifies that discussions that occur in an executive session of a local public body shall be electronically recorded; and

WHEREAS, pursuant to §§ 24-6-402(2)(d.5)(II)(E), C.R.S., such electronic recording of executive sessions shall be retained for at least ninety (90) days after the date of the executive session; and

WHEREAS, in accordance with the Public Deposit Protection Act, §§ 11-10.5-101 *et seq.*, C.R.S., the Board shall designate an official custodian with plenary authority to deposit public funds in any bank which has been designated by the Colorado Banking Board as an eligible public depository; and

WHEREAS, in accordance with § 32-1-104.8, C.R.S., the District must record a public disclosure document and a map of the boundaries of the District with the Clerk and Recorder of each county in which the District is located at any time thereafter that an order or decree confirming the inclusion of real property into the District is recorded; and

WHEREAS, elections may be held pursuant to the Special District Act, Article 1 of Title 32, C.R.S.; the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S.; and the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S., for the purpose of (1) electing

members of the Board; and (2) presenting certain ballot questions to the eligible electors of the District; and

WHEREAS, §§ 1-1-111(2), 1-13.5-108 and 32-1-804(2), C.R.S. provide that all powers and authority granted to the Board may be exercised by a “Designated Election Official” designated by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LINCOLN STATION METROPOLITAN DISTRICT AS FOLLOWS:

1. The Board directs the District’s manager to prepare an accurate map in accordance with the standards specified by the Division or directs District’s manager to prepare a letter asserting there have been no changes in the boundaries of the District, as applicable, for filing with the County Assessor, County Clerk and Recorder and the Division as required by § 32-1-306, C.R.S on or before January 1.
2. The Board directs legal counsel to notify the Department of the District’s name, principal address and/or mailing address, agent’s name and agent’s mailing address in accordance with §§ 24-10-109 and 24-32-116, C.R.S.
3. The Board directs District’s manager to: (1) provide notice, containing certain information about the District, to the eligible electors of the District, not earlier than November 16 and not later than January 15, in one or more of the ways set forth in § 32-1-809(2), C.R.S; and (2) in accordance with § 32-1-104(2), C.R.S., file a copy of the notice with the Board of County Commissioners, County Assessor, County Treasurer, County Clerk and Recorder’s Office in each county in which the District is located, the governing body of any municipality in which the District is located and with the Division. The Board further directs that a copy of the notice shall be made available for public inspection at the principal business office of the District.
4. The Board directs the accountant for the District to submit a proposed budget to the Board by October 15; to schedule a public hearing on the proposed budget; to prepare a final budget, including any resolutions adopting the budget, appropriating moneys and fixing the rate of any mill levy; to prepare budget resolutions, including certification of mill levies and amendments to the budget if necessary; to certify the mill levies on or before December 15; and to file the approved budgets and amendments thereto with the proper governmental entities not later than thirty (30) days after the beginning of the fiscal year of the budget adopted, in accordance with the Local Government Budget Law of Colorado.
5. The Board directs legal counsel to prepare and file a current list of all contracts in effect with other political subdivisions with the Division within thirty (30) days of receiving a request therefor from the Division, if applicable.
6. The Board directs legal counsel and/or the accountant to prepare and file the annual public securities report for nonrated public securities issued by the District with the

Department within sixty (60) days following the end of the District's fiscal year, if applicable.

7. The Board directs the accountant to file either an application for exemption from audit with the State Auditor within three (3) months after the close of the District's fiscal year, or that an audit of the financial statements is prepared and submitted to the Board within six (6) months after the close of the District's fiscal year. Further, the Board directs that the audit report be filed with the State Auditor within thirty (30) days after the Board's receipt of the audit report from the auditor.
8. The Board directs legal counsel to prepare the Unclaimed Property Act report and forward to the State Treasurer by November 1, if applicable.
9. The Board designates the *Douglas County News-Press* as a newspaper of general circulation within the boundaries of the District or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes in the *Douglas County News-Press*.
10. The Board designates 9380 Station Street, Lone Tree, Colorado 80124, as the posting place for notices of meetings in 2022 for purposes of § 24-6-402(2)(c)(I), C.R.S. and ratifies their designation of 9380 Station Street, Lone Tree, Colorado 80124, as the posting place for notices of meetings in 2021 for purposes of § 24-6-402(2)(c)(I), C.R.S.
11. Emergency meetings may be called without notice, if notice is not practicable, by the president of the Board or any two (2) Directors in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety and welfare of the property owners and residents of the District. If possible, notice of such emergency meeting may be given to the Directors of the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency, and shall be provided to the public via any practicable means available, *if any*, including, but not limited to, posting notice of such emergency meeting on the District's website, if any. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the Board, or (b) the next special meeting of the Board.
- 12.** The Board determines it is in the best interest of the District that all meetings of the Board be held at a physical location outside those prescribed by § 32-1-903(1.5), C.R.S. because the Board is better able to coordinate schedules to achieve a quorum for such meetings at such a physical location. The proposed change of the physical location appears on the agenda for this November 10, 2021 regular meeting pursuant to 32-1-903(1.5), C.R.S.

13. The Board determines to hold a regular meeting the second Wednesday of November, at 10:00 A.M. at the offices of CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111. Any additional means of public participation, if any, will be designated on the meeting agenda.
14. Pursuant to § 32-1-904, C.R.S., the Board determined that the office of the District shall be at CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111.
15. The Board directs legal counsel to prepare, administer and file an oath or affirmation in accordance with §§ 32-1-901 and 24-12-101, C.R.S. In addition to the oath or affirmation, the Board directs legal counsel to procure either crime insurance in accordance with § 24-14-102(2), C.R.S. or a bond for each Director as required by § 32-1-901, C.R.S. in the total amount of \$10,000, and to file copies of the crime insurance or bond with the Clerk of the Court and the Division.
16. The Board hereby recognizes the election of the following officers for the District:
 - President/Chairman: Nathan Melchior
 - Secretary/Treasurer: VACANT
 - Assistant Secretary: VACANT
 - Assistant Secretary: VACANT
 - Assistant Secretary: VACANT
17. The Board directs that each Director may receive compensation for services as Directors in accordance with §§ 32-1-902(3)(a)(I) & (II), C.R.S.
18. The Board has determined that when so directed by one or more Directors legal counsel will file conflict-of-interest disclosures provided by Directors with the Secretary of State seventy-two (72) hours prior to each meeting of the Board. In addition, written disclosures provided by Directors required to be filed with the governing body in accordance with § 18-8-308, C.R.S. shall be deemed filed with the Directors of the District when filed with the Secretary of State.
19. The Board authorizes the use of electronic records and electronic signatures in 2022 and ratifies their use of electronic records and signatures in 2021. Use of electronic records and electronic signatures, when conducting transactions and in relation to the administration of the affairs of the District, will be performed and governed in accordance with the Uniform Electronic Transactions Act, §§ 24-71.3-101 *et seq.*, C.R.S.
20. The Board does not operate or maintain an electronic mail communication system devoted to the District but recognizes that its Directors and consultants may utilize electronic mail to conduct matters on behalf of the District and that such communications may be a public record under the Colorado Open Records Act and may be subject to public inspection under § 24-72-203, C.R.S.

21. The Board directs legal counsel to issue notice of indebtedness to the Board of County Commissioners or to the governing body of the municipality that has adopted a resolution of approval of the District, as applicable, and to record such notice with the County Clerk and Recorder in each county in which the District is located within thirty (30) days of incurring or authorizing any indebtedness in accordance with §§ 32-1-1604 and 32-1-1101.5(1), C.R.S. The Board also directs legal counsel to certify the results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners of each county in which the District is located, to the governing body of a municipality that has adopted a resolution of approval of the District, as applicable, and the Division of Securities within forty-five (45) days after such election, or at least thirty (30) days before the District's issuance of any general obligation debt if not previously certified, in accordance with § 32-1-1101.5(1), C.R.S.
22. The Board directs legal counsel to prepare and file, if requested, the quinquennial finding of reasonable diligence with the Board of County Commissioners or to the governing body of a municipality that has adopted a resolution of approval of the District, as applicable, in accordance with §§ 32-1-1101.5(1.5), C.R.S.
23. The Board acknowledges that unless otherwise waived or requested by an earlier date, commencing in 2023 for the 2022 calendar year, the District must prepare and file an annual report with the governing body that approved the service plan of the District or the governing body with jurisdiction over the District, the Division, the State Auditor, and the County Clerk and Recorder and make the same available on the website of the District, if available, in accordance with § 32-1-207(3)(c), C.R.S.
24. The District is currently a member of the Special District Association ("SDA") and insured through the Colorado Special Districts Property and Liability Pool. The Board directs the District's accountant to pay the annual SDA membership dues and insurance premiums in a timely manner and complete all necessary conditions of the third-party insurance agent, as applicable. The Board will review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained, at least biannually.
25. The Board directs the custodian of all electronic recordings of executive sessions to retain all electronic recordings of executive sessions for purposes of the Colorado Open Meetings Law for ninety (90) days after the date of the executive session. The Board further directs the custodian to systematically delete all recordings of executive sessions made for purposes of the Colorado Open Meetings Law at its earliest convenience after the ninetieth (90th) day after the date of the executive session.
26. The Board hereby designates the District's accountant as its official custodian over public deposits in accordance with §§ 11-10.5-101 *et seq.*, C.R.S.

27. The Board directs legal counsel to prepare the special district public disclosure statement in accordance with § 32-1-104.8, C.R.S. and record the statement with the County Clerk and Recorder at any such time as a decree or order of inclusion of real property into the District's boundaries is recorded.
28. Megan M. Liesmaki of Icenogle Seaver Pogue, P.C., is hereby appointed as the "Designated Election Official" of the Board for any elections to be held during 2022 and any subsequent year unless another Designated Election Official is appointed by resolution. The Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official, including, but not limited to, appointing election judges, appointing a canvass board, cancelling the election, if applicable, and certifying election results.
29. The Board hereby authorizes legal counsel, the District manager, and District accountant to use the District's name and a brief description of the work performed for the District for marketing purposes, including identifying the District in presentations, proposals, and publications, provided that no confidential information about the District is revealed.

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Whereupon a motion was made and seconded, and upon a majority vote this Annual Resolution was approved by the Board.

ADOPTED AND APPROVED THIS 10TH DAY OF NOVEMBER 2021.

LINCOLN STATION METROPOLITAN DISTRICT

Nathan Melchior, President

CERTIFICATION

I, Nathan Melchior, President to the Board of the Lincoln Station Metropolitan District, do hereby certify that the annexed and foregoing Resolution is a true copy from the records of the proceedings of the Board of said District, on file with Icenogle Seaver Pogue, P.C., general counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, at the County of Douglas, Colorado, this 10th day of November 2021.

Nathan Melchior, President

[SEAL]

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
LINCOLN STATION METROPOLITAN DISTRICT**

A Resolution Designating an Official Custodian and a Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S.

At a regular meeting of the Board of Directors of the Lincoln Station Metropolitan District, Douglas County, Colorado, held at 10:00 A.M., on Wednesday, November 10, 2021, at 4221 Brighton Boulevard, Denver, Colorado, at which a quorum was present, the following resolution was adopted:

WHEREAS, Lincoln Station Metropolitan District (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 *et seq.*, C.R.S.; and

WHEREAS, the District is a political subdivision for purposes of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S., as may be amended from time to time, (“CORA”), as defined in Section 24-72-202(5), C.R.S., and is thus subject to CORA; and

WHEREAS, the Board of Directors of the District (the “Board”) wishes to designate an “Official Custodian,” as that term is defined in Section 24-72-202(2), C.R.S., who is responsible for the maintenance, care, and keeping of the District’s public records, regardless of whether the records are in his or her actual personal custody and control; and

WHEREAS, the Board wishes to designate a “Custodian,” as that term is defined in Section 24-72-202(1.1), C.R.S., who shall serve as the repository for the District’s public records and shall have personal custody and control of the District’s public records and assist the Official Custodian with the maintenance, care, and keeping of the District’s public records.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LINCOLN STATION METROPOLITAN DISTRICT AS FOLLOWS:

1. The Board hereby designates the President of the Board, which position is currently held by Nathan Melchior, but which may be held by other individuals in the future, as the Official Custodian of the District’s public records for purposes of CORA. This designation of the individual holding the position of President of the Board as the Official Custodian of the District shall continue unless and until the Board amends or repeals this Resolution. Pursuant to Section 24-72-203(1)(a), C.R.S., the Official Custodian may develop rules for the inspection of the District’s public records as are reasonably necessary for the protection of such records and for the prevention of unnecessary interference with the regular discharge of the duties of the Custodian or the Custodian’s office.

2. The Board hereby designates the District Manager, which position is currently held by Anna Jones, CliftonLarsonAllen LLP, but which may be held by other individuals in the future, as the Custodian of the District's public records for purposes of CORA. The Custodian shall serve as the repository for the District's public records and shall have personal custody and control of the District's public records and assist the Official Custodian with the maintenance, care, and keeping of the District's public records.
3. All prior acts, orders, or resolutions, or parts thereof, by the District, as well as practices or policies of the District, in conflict with this Resolution, including but not limited to prior or conflicting designations for purposes of CORA, are hereby repealed and superseded by this Resolution.

[Remainder of page intentionally left blank.]

ADOPTED, APPROVED, AND MADE EFFECTIVE the 10th day of November, 2021.

LINCOLN STATION METROPOLITAN DISTRICT

By: Nathan Melchior
Its: President

LINCOLN STATION METROPOLITAN DISTRICT

RULES RELATED TO REQUESTS FOR INSPECTION OF PUBLIC RECORDS PURSUANT TO THE COLORADO OPEN RECORDS ACT, SECTIONS 24-72-200.1 *et seq.*, C.R.S.

WHEREAS, Lincoln Station Metropolitan District (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 *et seq.*, C.R.S.; and

WHEREAS, the District is a political subdivision for purposes of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S., as may be amended from time to time (“CORA”), as defined in Section 24-72-202(5), C.R.S., and is thus subject to CORA; and

WHEREAS, the District has designated an “Official Custodian,” as that term is defined in Section 24-72-202(2), C.R.S., who is responsible for the maintenance, care, and keeping of the District’s public records, regardless of whether the records are in his or her actual personal custody and control; and

WHEREAS, the District has designated a “Custodian,” as that term is defined in Section 24-72-202(1.1), C.R.S., who shall serve as the repository for the District’s public records and shall have personal custody and control of the District’s public records and assist the Official Custodian with the maintenance, care, and keeping of the District’s public records; and

WHEREAS, pursuant to Section 24-72-203(1)(a), C.R.S., the Official Custodian may make such rules with reference to the inspection of public records as are reasonably necessary for the protection of such records and the prevention of unnecessary interference with the regular discharge of the duties of the Custodian and the Custodian’s office; and

WHEREAS, the Official Custodian finds it is necessary and in the best interests of the District to adopt certain rules with reference to the inspection of its public records.

NOW, THEREFORE, THE OFFICIAL CUSTODIAN MAKES AND ADOPTS THE FOLLOWING RULES WITH REFERENCE TO THE INSPECTION OF THE LINCOLN STATION METROPOLITAN DISTRICT’S PUBLIC RECORDS:

1. Inspection of Public Records. All “Public Records” of the District, as such term is defined in Section 24-72-202(6), C.R.S., shall be available for public inspection by any person at reasonable times as provided in CORA, except as otherwise provided in CORA or as otherwise provided by law. All requests to inspect Public Records shall be in writing and delivered to the Custodian or his or her designee. Upon the receipt of a written request to inspect Public Records, the Custodian or his or her designee shall set a date and hour at which time the requested Public Records will be available for inspection, which date and hour of inspection shall be between the hours of 8:00 A.M. and 5:00 P.M., Mountain Standard Time, three (3) working days or less from the date such Public Records were requested for inspection unless extenuating circumstances exist as provided in Section 24-72-203(3)(b), C.R.S. The day the request is received, weekends, and

legally recognized holidays shall not count as a working day for the purposes of computing the date set for inspection of Public Records. A modification to a request for Public Records is considered a new request.

2. Notification for Inspecting Public Records Not Under Control of the Custodian. If the Public Records requested are not in the custody or control of the Custodian or the Official Custodian, the Custodian or his or her designee shall notify the person requesting to inspect such records that said records are not in the custody or control of the Official Custodian or the Custodian. The notification shall state in detail to the best of the Custodian's knowledge and belief, the reason for the absence of the records, the location of the records, and what person has custody or controls the records.
3. Notification for Inspecting Public Records in Use or Otherwise Unavailable. If the Public Records requested are in active use, in storage, or otherwise not readily available at the time requested, the Custodian or his or her designee shall notify the person requesting to inspect the Public Records of the status of the Public Records. Such notification shall be made in writing if desired by the person requesting to inspect the Public Records.
4. Copies of Public Records. Within the period specified in Section 24-72-203(3), C.R.S., the Custodian or his or her designee shall notify the person requesting a copy of the Public Records that a copy of the Public Records is available but will only be sent to the requester once the Custodian either receives payment or makes arrangements for receiving payment for all costs associated with records transmission and for all other fees lawfully allowed, regardless of whether provided for herein, unless recovery of all or any portion of such costs or fees has been waived by the Custodian. Upon receipt of such payment, the Custodian or his or her designee shall send a copy of the Public Records to the requester as soon as practicable but no more than three (3) business days after receipt of, or making arrangements to receive, such payment.
5. Fees for Copies of Public Records. The Custodian or his or her designee shall furnish, for a fee as set forth herein, a copy, printout, or photograph of the District's Public Records requested. The fee shall be twenty-five cents (\$0.25) per standard page, or such other maximum amount as authorized by Section 24-72-205(5), C.R.S., for a copy, printout, or photograph of the Public Record except as follows:
 - a. When the format is other than a standard page, the fee shall not exceed the actual cost of providing the copy, printout, or photograph;
 - b. If other facilities are necessary to make a copy of the Public Records, the cost of providing the copy at the other facilities shall be paid by the person requesting the copy;
 - c. If the Public Records are a result of computer output other than word processing, the fee for a copy, printout, or photograph thereof may be based on recovery of the actual incremental costs of providing the electronic services and products

together with a reasonable portion of the costs associated with building and maintaining the information system;

- d. If, in response to a specific request, the District has performed a manipulation of data so as to generate a record in a form not used by the District, a reasonable fee may be charged to the person making the request, which fee shall not exceed the actual costs of manipulating the data and generating the record in accordance with the request; and
 - e. Where the fee for a certified copy or other copy, printout, or photograph of a Public Record is specifically prescribed by law, that specific fee shall apply in lieu of the fee(s) set forth herein.
6. Transmission Fees. In addition to the fees set forth above, where the person requesting the Public Record requests the transmission of a certified copy or other copy, printout, or photograph of a Public Record by United States mail or other non-electronic delivery service, the Custodian or his or her designee may charge the costs associated with such transmission, except that no transmission fees may be charged to the records requester for transmitting a Public Record via electronic mail.
 7. Research and Retrieval Fees. In addition to the fees set forth above, in accordance with Section 24-72-205(6), C.R.S., the Official Custodian, Custodian, or his or her designee may charge a research and retrieval fee of \$33.58 per hour, or such other maximum hourly fee as may be adjusted from time to time pursuant to Section 24-72-205(6)(b), C.R.S., for time spent by the District's directors, employees, agents, and consultants researching, retrieving, gathering, collecting, compiling, preparing, redacting, manipulating, and/or otherwise producing records in order to respond to a request for Public Records. Provided, however, that such research and retrieval fee may not be imposed for the first hour of time expended in connection with such research and retrieval activities related to a request for Public Records, but may be imposed for each subsequent hour.
 8. Payment of Fees. All fees associated with production of the District's Public Records requested by the person inspecting said Public Records, as set forth in Paragraphs 4 through 7 above, shall be received by the District before the delivery or inspection of said Public Records.
 9. In Force Until Amended or Repealed. These rules of the Official Custodian shall remain in full force and effect unless and until such time as they are amended or repealed by the Official Custodian regardless of any change in either the individual serving as, or the designation of, the Official Custodian of the District.
 10. Repealer. These rules of the Official Custodian shall supersede all previous versions of rules, regulations, practices and policies of the District related to inspection of Public Records.

[Remainder of page intentionally left blank.]

ADOPTED, APPROVED, AND MADE EFFECTIVE the 10th day of November, 2021.

By: Nathan Melchior
Official Custodian of Public Records
Lincoln Station Metropolitan District

**RESOLUTION OF
THE BOARD OF DIRECTORS OF
LINCOLN STATION METROPOLITAN DISTRICT
2022 REGULAR SPECIAL DISTRICT ELECTION RESOLUTION**

At a regular meeting of the Board of Directors of the Lincoln Station Metropolitan District, Douglas County, Colorado, held at 10:00 A.M., on Wednesday, November 10, 2021, at the offices of CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111, at which a quorum was present, the following resolution (the “Resolution”) was adopted:

WHEREAS, Lincoln Station Metropolitan District (the “District”) was organized pursuant to the Special District Act, Article 1 of Title 32, C.R.S. (the “Act”), after approval of the eligible electors of the District, by order of the District Court in and for Douglas County, Colorado, dated January 30, 2003; and

WHEREAS, elections may be held pursuant to the Act; the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. (the “Uniform Code”); and the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S. (the “Local Government Election Code”) (the Act, Uniform Code, and Local Government Election Code are collectively referred to herein as the “Election Laws”) for the purpose of 1) electing members of the Board and 2) presenting certain ballot questions to the eligible electors of the District; and

WHEREAS, pursuant to § 32-1-305.5(3)(b), C.R.S., the terms of office of members of the Board of Directors for the District (the “Board”) elected in a regular special district election held in 2022 are for three (3) years; and

WHEREAS, the Board currently includes zero (0) members elected to serve on the Board, one (1) member appointed to fill a vacancy on the Board, and four (4) vacancies; and

WHEREAS, the term of office for one (1) member of the Board for the District shall expire after his successor is elected at the next regular election for the District scheduled to be held on the Tuesday succeeding the first Monday of May in accordance with § 1-13.5-111(1), C.R.S.: May 3, 2022; and

WHEREAS, the terms for the four (4) vacancies on the Board for the District are two (2) three-year terms and two (2) one-year terms; and

WHEREAS, in accordance with the Election Laws, an election must be conducted to elect to the Board of the District three (3) Directors to serve for a term of three years and two (2) Directors to serve a term of one year; and

WHEREAS, the number of Directors to be elected to the Board of the District may increase following the adoption of this Resolution should a Director’s office be deemed vacant in accordance with § 32-1-905, C.R.S. prior to the election; and

WHEREAS, §§ 1-13.5-501(1) & -(1.7), C.R.S., require that, between seventy-five (75) and one hundred (100) days before a regular election, the Designated Election Official shall provide public notice of a call for nominations for the election by two methods: (1) by emailing the notice to each active registered elector of the District as of the date that is one hundred fifty (150) days prior to the election or, if no email address is on file, by mail as provided in § 1-13.5-501(1.7), C.R.S., and (2) by any one of the following means: publication, as defined in § 1-13.5-501(2), C.R.S.; including the notice as a prominent part of an informational mailing sent by the District to the eligible electors of the District; posting the information of the official website of the District; or, if permitted under § 1-13.5-501(1.7)(b)(IV), C.R.S., posting the notice in at least three public places within the boundaries of the metropolitan district and, in addition, in the office of the Clerk and Recorder of Douglas County; and

WHEREAS, § 1-13.5-1104(2), C.R.S. requires the Designated Election Official to supervise the distributing, handling, and counting of ballots and the survey of returns, and to take the necessary steps to protect the confidentiality of the ballots cast and the integrity of the election; and

WHEREAS, § 1-7.5-107(4)(b)(II), C.R.S. specifies that the Designated Election Official shall designate a secure drop-off location that is under his or her supervision, and § 1-5-102(1), C.R.S. requires that the Designated Election Official divide the jurisdiction into as many election precincts as he or she deems expedient for the convenience of eligible electors of the jurisdiction and designate the polling place for each precinct; and

WHEREAS, § 1-13.5-1004(1), C.R.S. provides that the Designated Election Official shall keep a list of names of eligible electors who have applied for absentee voters' ballots and those permanent absentee voters placed on the list pursuant to § 1-13.5-1003(2), C.R.S., which list must contain certain other information as set out by statute; and

WHEREAS, § 1-13.5-513(1), C.R.S. provides that if the only matter before the electors in an election is the election of persons to office and if, at the close of business day on the sixty-third (63rd) day before the election or at any time thereafter, there are not more candidates than offices to be filled at the election, the Designated Election Official shall cancel the election and declare the candidates elected if so instructed by resolution of the governing body; and

WHEREAS, § 1-11-103(3), C.R.S. provides that if an election is cancelled pursuant to § 1-13.5-513(1), C.R.S., the District shall file notice and a copy of the resolution of such cancellation with the Colorado Division of Local Government (the "Division"); and

WHEREAS, §§ 1-11-103(3) & 32-1-104(1), C.R.S. require the District to certify to the Division the results of any elections held by the District and include the District's business address, telephone number, and contact person; and

WHEREAS, the Board desires to call an election and set forth herein the procedures for conducting such election as authorized by the Election Laws.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LINCOLN STATION METROPOLITAN DISTRICT THAT:

1. The Board hereby calls a regular election of the eligible electors of the District to be held between the hours of 7:00 A.M. and 7:00 P.M. on the Tuesday succeeding the first Monday of May pursuant to and in accordance with § 1-13.5-111(1), C.R.S., the Election Laws, and other applicable laws (May 3, 2022), for the purpose of electing three (3) Directors to serve a three-year term and two (2) Directors to serve a one-year term on the Board (the “Election”), as such numbers may change due to one or more vacancies arising on the Board after the adoption of this Resolution and prior to the Election. The Election shall be conducted as an independent mail ballot election, pursuant to Part 11 of the Local Government Election Code.

2. Pursuant to § 32-1-804(2), C.R.S., the Board hereby names Megan M. Liesmaki of Icenogle Seaver Pogue, P.C., as the Designated Election Official for the Election. The Board hereby directs the District’s general counsel to oversee the general conduct of the Election and authorizes the Designated Election Official to take all other action necessary for the proper conduct thereof. The Designated Election Official shall act as the primary contact with the Clerk and Recorder of Douglas County, Colorado (the “County”) and shall be primarily responsible for ensuring the proper conduct of the Election, including, but not limited to, distributing, handling, and counting of ballots and the survey of returns, taking the necessary steps to protect the confidentiality of the ballots cast and the integrity of the Election, appointing election judges as necessary, appointing the board of canvassers, arranging for the required notices of the Election and printing of ballots, maintaining a permanent absentee voter list, and directing that all other appropriate actions be accomplished.

3. The Board hereby directs the Designated Election Official to provide public notice of a call for nominations for the Election in accordance with the requirements of § 1-13.5-501, C.R.S., which shall include information regarding the director offices to be voted upon at the Election, where a self-nomination and acceptance form or letter may be obtained, the deadline for submitting the self-nomination and acceptance form or letter to the Designated Election Official, and information on obtaining an absentee ballot. The notice shall be emailed to each active registered elector of the District as specified in the registration list provided by the Douglas County Clerk and Recorder as of the date that is one hundred fifty days prior to the date of the Election or, if no email address is on file, by mail as provided in § 1-13.5-501(1.7), C.R.S. In addition, public notice shall be provided by publication as defined in § 1-13.5-501(2), C.R.S.

4. The Board deems it expedient for the convenience of the electors that it shall establish a polling place & drop-off location for all regular and special elections of the District. There shall be one (1) polling place & drop-off location for the elections. This polling place & drop-off location shall be used for any regular or special elections to be held in 2022 and in each year thereafter until such polling place & drop-off location is changed by duly adopted resolution of the Board. Such polling place & drop-off location shall be located at 4725 South Monaco Street, Suite 360, Denver, Colorado 80237. All voters for the District, including handicapped and nonresident voters unless otherwise permitted by law, shall return their ballots to the designated polling place & drop-off location by mail or delivery. All eligible electors may also obtain a replacement ballot from the polling place & drop-off location until 7:00 P.M. on election day in

accordance with § 1-13.5-1105(4), C.R.S. A map showing the District's boundaries is on file at the offices of CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111 and is available for examination by all interested persons.

5. Applications for an absentee voter's ballot or for permanent absentee voter status may be filed with the Designated Election Official, 4725 South Monaco Street, Suite 360 Denver, Colorado 80237, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 26, 2022).

6. Pursuant to § 1-13.5-303, C.R.S., all candidates must file a self-nomination and acceptance form or letter signed by the candidate and by an eligible elector of the District as a witness to the signature of the candidate with the Designated Election Official no later than 5:00 P.M. on the day that is sixty-seven (67) days prior to the Election (February 25, 2022). Self-nomination and acceptance forms are available at the Designated Election Official's office located at the above address.

7. Pursuant to § 1-13.5-513, C.R.S., the Board hereby authorizes and directs the Designated Election Official to cancel the Election and declare the candidates elected if, at or after the close of business on the sixty-third (63rd) day before the Election (March 1, 2022), there are not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, and so long as the only matter before the electors is the election of persons to office. Under these circumstances, the Board further authorizes and directs the Designated Election Official to provide notice of the cancellation by publication in accordance with § 1-13.5-501, C.R.S. and to post notice of the cancellation at each polling location, the office of the Designated Election Official, the Douglas County Clerk and Recorder's Office, and with the Division. The Designated Election Official shall also file notice and a copy of this Resolution authorizing the cancellation of the Election with the Division pursuant to § 1-11-103(3), C.R.S. The Designated Election Official shall also notify the candidates that the Election was cancelled and they were elected by acclamation.

8. In accordance with §§ 1-11-103(3) & 32-1-104(1), C.R.S., the District directs the Designated Election Official to notify the Division of the results of any elections held by the District, including the District's business address, telephone number, and contact person within thirty (30) days after the Election (June 2, 2022).

9. The Designated Election Official and the officers, agents, consultants, and employees, if any, of the District are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

10. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Board, the Designated Election Official, and the officers, agents, consultants, and employees, if any, of the District, and directed toward holding the Election for the purposes stated herein are hereby ratified, approved, and confirmed.

11. All prior acts, orders, or resolutions, or parts thereof, by the District in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive any act, order, or resolution, or part thereof, heretofore repealed.

12. If any section, paragraph, clause, or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution, it being the intention that the various parts hereof are severable.

13. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if necessary, and those costs incurred pursuant to the terms and conditions of an election agreement with the County, if any.

14. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

Whereupon, a motion was made and seconded, and upon a majority vote, this Resolution was approved by the Board.

ADOPTED AND APPROVED THIS 10TH DAY OF NOVEMBER, 2021.

**LINCOLN STATION METROPOLITAN
DISTRICT**

Nathan Melchior, President

**TERMINATION OF PRIVATE VEHICULAR AND PEDESTRIAN ACCESS
EASEMENT AGREEMENT**

THIS TERMINATION OF PRIVATE VEHICULAR AND PEDESTRIAN ACCESS EASEMENT AGREEMENT (“**Termination**”) is entered into as of this ___ day of _____, 2021, by and between KAISER FOUNDATION HOSPITALS, a California non-profit corporation d/b/a KAISER PERMANENTE (“**Grantor**”) as owner of Lot 8-A1, Heritage Hills Filing No 2, 2nd Amendment, Douglas County, Colorado (“**Lot 8-A1**”) and Lot 8-A2, Heritage Hills Filing No 2, 2nd Amendment, Douglas County, Colorado (“**Lot 8-A2**”) (together, the “**Property**”).

WHEREAS, pursuant to that certain Heritage Hills Filing No 2, 2nd Amendment, recorded June 18, 2008 at Reception No. 2008043123 (the “**Plat**”), Grantor dedicated a private vehicular and pedestrian access easement as shown thereon (the “**Access Easement**”) upon the Property to the Lincoln Station Metropolitan District (the “**District**”).

WHEREAS, pursuant to the Plat, the District accepted for ownership and maintenance the Access Easement.

WHEREAS, Grantor and the District now desire to terminate the Access Easement in its entirety, with the intent that the Access Easement will be relocated and dedicated to the public pursuant to the further amendment to Plat recorded following this Termination;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor and the District hereby agree as follows:

1. Termination. The Grantor and the District, being the sole grantor and grantee of the Access Easement hereby agree that the Access Easement is terminated in its entirety and has no further validity or impact on the Property whatsoever and shall no longer run with the land, and the District shall have no further maintenance obligations with regard to the Access Easement.

IN WITNESS WHEREOF, the Grantor and the District have executed this Termination as of the date set forth above.

(Signatures on next page)

GRANTOR:

KAISER FOUNDATION HOSPITALS,
a California non-profit corporation
d/b/a Kaiser Permanente

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
CITY AND)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of
September, 2021 by _____ as _____ of Kaiser
Foundation Hospitals, a California non-profit corporation, d/b/a Kaiser Permanente.

Witness my hand and official seal.

Notary Public

GRANTEE:

LINCOLN STATION METROPOLITAN
DISTRICT

By: _____

STATE OF COLORADO)
CITY AND)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of
September, 2021 by _____ as _____ of
Lincoln Station Metropolitan District.

Witness my hand and official seal.

Notary Public



ICENOGL SEAVER POGUE

MEMORANDUM

TO: Board of Directors, Managers, and other District Representatives

FROM: Icenogle Seaver Pogue, P.C.

DATE: July 30, 2021

RE: Summary of 2021 Legislation

INTRODUCTION

The First Regular Session of the Seventy-Third General Assembly of the State of Colorado (the “General Assembly”) convened on January 13, 2021 and adjourned on June 8, 2021. This memorandum generally summarizes certain bills enacted into law in 2021 that may impact special districts, either directly or indirectly. The Colorado Revised Statutes (“C.R.S.”) should be consulted for the complete statutory requirements of the legislation discussed herein.

SPECIAL DISTRICTS

Special District Transparency

SB 21-262

Senate Bill 21-262 aims to promote transparency for special districts by making changes to the Colorado Local Government Election Code, Sections 1-13.5-101 *et seq.*, C.R.S.; the Special District Act, Sections 32-1-101 *et seq.*, C.R.S.; and statutes governing disclosures required in connection with the conveyance of residential real property.

Currently, the Colorado Local Government Election Code requires a designated election official (“DEO”) publish a call for nominations for a regular election in a newspaper of general circulation within the special district. For any metropolitan district organized after January 1, 2000, Senate Bill 21-262 requires that notices of the call for nominations must be made by emailing each active registered elector of the district as specified in the voter registration list that is provided by the county clerk and recorder as of the date that is 150 days prior to the election. Where the active registered elector does not have such an email address, the notice must be made by mailing, at the lowest cost option, to each address at which one or more active registered electors of the district resides as specified in the voter registration list. In addition, the bill requires that the DEO shall

also provide notice of the call for nominations by any one of the following means: (i) publication in a newspaper of general circulation within the district; (ii) including the notice of the call for nominations as a prominent part of a newsletter, annual report, billing insert, billing statement, letter, voter information card or other notice of election, or other informational mailing sent by the district to its eligible electors; (iii) posting the notice on the district's website; or (iv) for a district with fewer than 1,000 eligible electors located wholly within a county with less than 30,000 people, posting the notice in at least three physical locations within the territorial boundaries of the district and, in addition, posting a notice in the county clerk and recorder's office; provided that such notices must remain posted until the day after the call for nominations closes.

For other local governments (including metropolitan districts organized before January 1, 2000), Senate Bill 21-262 provides that a call for nominations must be published *and* be made public using any one of the following methods: (i) mailing notice of the call for nominations, at the lowest cost option, to each address at which one or more active registered electors of the local government resides; or any of the means listed in items (ii), (iii), or (iv) of the paragraph above.

Senate Bill 21-262 also adds a requirement that any metropolitan district organized after January 1, 2000 establish, maintain, and unless otherwise specified, annually update an official website in a form that is readily accessible to the public. The bill sets forth a list of information the website is required to contain as well as deadlines for updating the same on an annual basis. Districts organized after January 1, 2000, but before January 1, 2022, are required to establish and maintain a website by January 1, 2023. Districts organized after January 1, 2022 must establish and maintain a website within 1 year from the date an order and decree organizing the district has been issued.

Senate Bill 21-262 requires any special district organized after July 1, 2000 to file an annual report for the preceding calendar year and sets forth the specific information required to be included therein. Unless waived or otherwise requested by an earlier date by the board of county commissioners or the governing body of a municipality in which a special district is located, beginning in 2023 for the 2022 reporting year, annual reports shall be filed no later than October 1st.

Section 32-1-1004, C.R.S. grants metropolitan districts the power of eminent domain and dominant eminent domain. Senate Bill 21-262 limits this grant of power by providing that a metropolitan district shall not exercise its power of dominant eminent domain within a municipality or unincorporated area of a county, other than within the boundaries of the jurisdiction that approved its service plan, without a written resolution approving the exercise of dominant eminent domain.

Senate Bill 21-262 also enacts a new Section 38-35.7-110, C.R.S. requiring that on and after January 1, 2022, a seller of real property in a metropolitan district that includes a "newly constructed residence"¹ shall provide to the purchaser, concurrently with or prior to the execution of a contract, certain additional disclosures with respect to the metropolitan district in which the property is located.

¹ A "newly constructed residence" means a building, or that portion of a building, designed for use predominantly as a place of residency by a person, a family, or families that (a) has not been previously sold to its intended occupant as a place of residence; and (b) is located within the territorial boundaries of a metropolitan district. *See* C.R.S. § 39-1-102.

Senate Bill 21-262 will take effect on September 7, 2021 provided no referendum is filed.²

Special District Meeting Requirements

HB 21-1278

House Bill 21-1278 expressly clarifies that a meeting of the board of a special district may be held at a physical location, telephonically, electronically, virtually, or any combination of such means. Meeting notices for meetings held telephonically, electronically, or by other virtual means must include the method or procedure (i.e., conference number or link) by which members of the public can attend. Meetings that are held solely in person must still be held within the boundaries of the district, within the boundaries of the county where the district is located, in whole or in part, or in any county provided the physical meeting location does not exceed 20 miles from the district's boundaries, unless certain waiver criteria are met. House Bill 21-1278 confirms that any meeting held prior to the effective date of the bill by telephonic, electronic, or other virtual means is validated, ratified, confirmed, and may not be challenged. This bill took immediate effect on July 7, 2021 when signed by Governor Polis.

Local Regulation of Firearms

SB 21-256

Senate Bill 21-256 authorizes a local government, including a special district, to enact a resolution, rule, or other regulation ("rule") that prohibits a concealed handgun permit holder from carrying a concealed handgun in a building or specific area under the direct control or management of the district, including a building or facility that is managed pursuant to an agreement between the district and a contractor. Any rule may only impose a civil penalty for violation and require the person to leave the premises. For first offenses, the rule may not impose a fine in excess of \$50. There shall be a notice sign posted at the public entrance to the buildings or specific areas where carrying a concealed handgun is prohibited. Senate Bill 21-256 took immediate effect on June 19, 2021 when signed by Governor Polis.

ELECTIONS

Modification to Local Government Election Code

SB 21-160

Senate Bill 21-160 revises several statutory citations to clarify that the Colorado Local Government Election Code ("Code") is the portion of the election code applicable to special district elections. Substantive changes to the Code included in the bill are as follows:

Senate Bill 21-160 modifies the Code to provide that, in computing for any act *or event* before a local government election, the first day is *excluded* and the last day is *included*. The bill makes certain clarifications with respect to self-nomination and acceptance forms ("SNAFs") and the DEO's verification and processing of SNAFs once submitted, including means for curing an insufficiency in the same. Senate Bill 21-160 also clarifies the Code to provide that the DEO shall

² The new laws described herein with an effective date of September 7, 2021 are subject to challenge by referendum until such date. If a referendum petition is filed against a new law, the law will not take effect unless approved by the people at the general election to be held in November 2022.

mail ballots to each active registered elector *and* any person who is an “eligible elector,” as defined in the Special District Act,³ or under any other applicable law.

In addition to the foregoing, Senate Bill 21-160 adds a new Section 32-1-902.7, C.R.S. to the Special District Act to provide for the creation of director districts within a special district. Pursuant to Section 32-1-902.7, the board of a special district may adopt a resolution to divide the district into director districts, wherein a 5-director district will be divided into 5 director districts and a 7-director district will be divided into 7 director districts. Each director district must have, as nearly as possible, the same number of eligible electors and shall be as contiguous and compact as possible. The board shall also designate whether the directors representing the director districts must be elected at large or by the eligible electors within each director district. If, after a reasonable time, the board determines that it is in the best interest of the district to revert to a single district format, the board may eliminate the director districts and thereafter operate as a single district by adopting a resolution to that effect. Senate Bill 21-160 will take effect on September 7, 2021, provided no referendum is filed.

Elections and Voting

SB 21-250

Senate Bill 21-250 is a sizeable voter registration and elections bill with limited applicability to special district recall elections. First, the bill removes the requirement that the form of recall petition be filed with the court and clarifies that a request to appoint a DEO for a recall of a special district director be filed with the district court in the county in which the special district was organized. If the court appoints a county clerk and recorder as the DEO, the recall election must be conducted in accordance with Article 12 of Title 1, C.R.S., except that certain provisions of the Special District Act in part 9 of Article 1, Title 32, C.R.S. still apply.⁴ Second, for special district recall elections conducted pursuant to Section 1-12-117, C.R.S., the bill requires the DEO by certain deadlines to verify successor candidate SNAFs and notify any successor candidate who files a deficient SNAF. As it applies to special districts, Senate Bill 21-250 took immediate effect on June 21, 2021 when signed by Governor Polis.

Ballot Access for Voters with Disabilities

SB 21-188

Current law allows a voter with a disability to use an electronic voting device to produce a paper record to vote in any mail ballot election. Senate Bill 21-188 allows a voter to either print the ballot for return by mail or return the ballot by electronic transmission if the voter makes certain affirmations. The Secretary of State is tasked with establishing the electronic transmission system through which a voter with a disability may request and return a ballot. Senate Bill 21-188 takes effect on September 7, 2021, provided no referendum is filed.

Voter Transparency in Ballot Measures

HB 21-1321

³ “Eligible elector” means a person who is registered to vote and who is a resident of the special district or who, or whose spouse or civil union partner, owns taxable real or personal property situated within the boundaries of the special district, whether they reside in the special district or not. C.R.S. § 32-1-103(5)(a).

⁴ Sections 32-1-906, 32-1-907, 32-1-909(4) to (6), 32-1-910(2)(c), 32-1-911(3)(b), (3)(c), and (4), and 32-1-912, C.R.S. still apply.

This bill enacts the Ballot Measure Fiscal Transparency Act of 2021 which requires that certain language appear at the beginning of initiated measures that would decrease state and local tax revenues through a tax change. The bill similarly requires additional language appear after the language required by Colo. Const. Art. X, Section 20 (“TABOR”) for measures that increase tax revenue for any district through a tax change. This bill does not affect special district elections due to the limited application of Title 1, Article 40, C.R.S. The bill also requires additional information be included in the ballot information booklet if a measure modifies state tax laws and would increase or decrease individual income tax revenue or state sales tax revenue. House Bill 21-1321 took immediate effect on July 7, 2021.

TAXATION

Local Authority for Business Personal Property Taxation Exemption SB 21-130

As a means of providing COVID-19 relief to Colorado businesses, Senate Bill 21-130 allows counties, municipalities, and special districts to exempt up to 100% of business personal property from the levy and collection of property taxation for the 2021 property tax year. This bill took immediate effect on April 29, 2021.

Delinquent Interest Payments Property Tax SB 21-279

Senate Bill 21-279 allows a board of county commissioners or a city council of a city and county, upon approval of the county treasurer, to temporarily reduce, waive, or suspend delinquent interest payments for property tax payments for any period of time between June 16, 2021 and September 30, 2021. The board of county commissioners or city council must notify at least three executives or board officers in local taxing jurisdictions (including special districts) of the intent to do so, and if a local taxing jurisdiction would be unable to meet its bond payment obligations after the proposed reduction, waiver, or suspension, the local taxing jurisdiction shall notify the board of county commissioners or city council within three business days of receiving notice. If such notice is provided, Senate Bill 21-279 requires the county treasurer to advance property tax payments to the local taxing jurisdiction to assist in its payment of bonded indebtedness and monthly operation costs if certain conditions are met. This authority to reduce, waive, or suspend delinquent interest payments is repealed effective December 31, 2021. Senate Bill 21-279 took immediate effect on June 28, 2021.

State Severance Tax Trust Fund Allocation SB 21-281

Senate Bill 21-281 requires that a metropolitan district created on or after July 1, 2021 annually pay the state an amount equal to the total of all severance tax ad valorem credits claimed under Section 39-29-105(2)(b), C.R.S., for the property taxes that are imposed by the metropolitan district. Half of this revenue will be credited towards the state severance tax fund while the other half will be credited to the local government severance tax fund. The portions of Senate Bill 21-281 affecting special districts took immediate effect when signed by Governor Polis on June 18, 2021.

Property Tax Classification and Assessment Rates

SB 21-293

The law currently provides that, beginning in tax year 2020, there is a moratorium on changing the valuation for assessment of any class of property. Senate Bill 21-293 repeals this moratorium and sets forth new subclasses of residential and nonresidential property in an attempt to preemptively address state ballot initiatives to decrease the assessment rates. In addition, the law currently provides that the change or adjustment of any ratio of valuation for assessment for residential real property shall not constitute grounds for an abatement (reduction) of taxes. The bill expands this law to apply to all real property, not just residential property.

Nonresidential Property

Senate Bill 21-293 defines “nonresidential property” as all taxable real and personal property in the state other than residential real property, producing mines, or lands or leaseholds producing oil or gas. Senate Bill 21-293 classifies agricultural property, lodging property, and renewable energy production property as new subclasses of nonresidential property. Senate Bill 21-293 amends Section 39-1-104(1), C.R.S. to provide that the assessment rate for lodging property is 29% of the actual value thereof. For agricultural property and renewable energy production property, the assessment rate is 29% of the actual value of such property; provided, however, in tax years 2022 and 2023, the assessment rate is temporarily reduced from 29% to 26.4%. The assessment rate for all other nonresidential property is 29%.

Residential Property

Senate Bill 21-293 classifies multi-family residential real property as a new subclass of residential real property. “Multi-family residential real property” means residential real property that is a duplex, triplex, or multi-structure of four or more units. If a ballot initiative to decrease the assessment rate were to fail or if no such initiative exists, the assessment rate for multi-family residential real property is temporarily reduced from 7.15% to 6.8% for property tax years 2022 and 2023, effective December 31, 2021. Alternatively, the multi-family residential real property assessment rate will remain at 7.15%. For residential property other than multi-family residential real property, the assessment rate is temporarily reduced from 7.15% to 6.95% for property tax years 2022 and 2023.

Expanded Tax Deferral Program

Under current law, the state treasurer pays county treasurers for deferred taxes claimed by active servicemembers and senior citizens over the age of 65. Senate Bill 21-293 expands eligibility for tax deferral to all taxpayers. Beginning on January 1, 2023, a person who is not otherwise eligible for deferral pursuant to Title 39, Article 3.5 may elect to defer payment of the portion of the real property taxes that exceed the taxpayer’s “tax-growth cap.” The “tax-growth cap” means the amount equal to the average of a person’s real property taxes paid on the same homestead for the 2 property tax years preceding the year in which the deferral is claimed, increased by 4%. When utilizing the tax-growth cap deferral, the minimum amount of taxes that may be deferred at one time is \$100 and, collectively, the maximum amount of taxes that may be deferred for all years is \$10,000; provided, however, these limitations are in addition to limitations for other deferrals.

With the exception of amendments to Section 39-1-104.2(3)(q), C.R.S., Senate Bill 21-293 took effect June 23, 2021. Whether the amendments to Section 39-1-104.2(3)(q), C.R.S. set forth in Sections 3 and 4 of the bill take effect depends upon the results of the November 2021 statewide election and initiatives presented.

Related to Senate Bill 21-293 is Initiative 2021-2022 #27 (“Initiative #27”) proposed for inclusion on the November 2021 ballot pertaining to property tax assessment rate reduction. Initiative #27 is a measure to reduce the residential property tax assessment rate from 7.15% to 6.5% and the nonresidential assessment rate from 29% to 26.4% with authorization for the state to retain and spend up to \$25 million per year, from July 1, 2022 to July 1, 2027, for the purpose of off-setting lost revenue and funding state reimbursements to local governments credited to homestead exemptions. Assessment rates under Senate Bill 21-293 will differ depending on whether Initiative #27 is approved by state voters in the November 2021 general election. For an explanation of how Initiative #27 interplays with Senate Bill 21-293, please refer to the chart attached hereto as Exhibit A.

Insurance Premium Property Sales Severance Tax

HB 21-1312

In addition to other amendments, House Bill 21-1312 clarifies this law to provide that the actual value of real property reflects the value of the fee simple estate. For personal property, the bill provides that the actual value is based on the property’s value in use. “Value in use” has not been defined, but the bill requires the Property Tax Administrator to prepare and make public appraisal procedures and instructions for the annual appraisal of personal property that will include a definition of “value in use.”

House Bill 21-1312 also increases available exemptions for business personal property to \$50,000 for property tax years commencing on January 1, 2021 and January 1, 2022 and adjusted biennially thereafter. In 2021, county treasurers will calculate and report to the Property Tax Administrator the total property tax revenue lost by all local government entities (including special districts) within the county based upon the exempt business personal property with a total value of more than \$7,900 and less than or equal to \$50,000. In 2022 and each year thereafter, each county treasurer will calculate such lost revenues based on exempt business personal property amount estimates. The state treasurer will distribute the reimbursements to local government entities as if the revenues had been regularly paid as a property tax. If not all counties receive reimbursement warrants for the lost property tax revenue amounts specified, the state treasurer must notify the Property Tax Administrator of the same, and the exemption amount will decrease to the alternate exemption amount (continually adjusted biennially). The Property Tax and State Sales Tax sections of House Bill 21-1312 take effect on July 1, 2021.

OPERATIONS

Replace the Term Illegal Alien

HB 21-1075

Current law prohibits special districts from entering into public contracts for services with contractors who knowingly employ or contract with “illegal aliens.” Similarly, public contracts for

services must include certain provisions regarding employment eligibility and verification so as not to employ or contract with illegal aliens. House Bill 21-1075 replaces the term “illegal alien” with the phrase “worker without authorization.” District contracts should be adjusted accordingly beginning September 7, 2021, until the repeal of this prohibition under Senate Bill 21-199 (discussed below), which becomes effective July 1, 2022. This bill takes effect on September 7, 2021, provided no referendum petition is filed.

Removing Barriers to Certain Public Opportunities

SB 21-199

As discussed above, current law prohibits state agencies and political subdivisions from entering into public contracts for services with contractors who knowingly employ or contract with illegal aliens. Senate Bill 21-199 repeals this prohibition effective July 1, 2022. Relatedly, this bill also provides that on and after July 1, 2022, proof of residence is no longer required for a person to be eligible for any “local public benefits” distributed by local governments (including special districts), which benefits include any contract or loan provided by or funded with appropriations by local governments. The operative portions of this bill will take effect on July 1, 2022.

Nonsubstantive E-mails and Open Meetings Law

HB 21-1025

Colorado’s Open Meetings Law, Sections 24-6-401 *et seq.*, C.R.S. (“COML”), provides that if elected officials use e-mail to discuss pending legislation or other public business, then that e-mail exchange constitutes a meeting that is subject to COML’s open meeting requirements. House Bill 21-1025 amends COML to clarify that e-mail communication between elected officials that does not relate to the “merits or substance” of pending legislation or other public business is *not* a “meeting” subject to COML’s open meeting requirements and clarifies that the following types of e-mail exchanges do not constitute a meeting under COML: (i) exchanges regarding scheduling and availability; (ii) emails sent by an elected official for the purposes of forwarding information; (iii) emails responding to an inquiry from an individual who is not a member of the state or local public body; or (iv) emails posing a question for later discussion by the public body. House Bill 21-1025 takes effect September 7, 2021, provided no referendum is filed. This bill only applies to electronic mail communication sent on or after the effective date.

Public Information Applicants for Public Employment

HB 21-1051

House Bill 21-1051 pertains to applications for employment as a chief executive officer with state or local public bodies. Under current law, if three or fewer candidates for an executive position meet the minimum requirements for that position, all of those candidates must be treated as finalists, and their application materials are public records subject to inspection. House Bill 21-1051 repeals this requirement and sets forth that the state or local public body must name one or more candidates as finalists for the position.

House Bill 21-1051 also amends the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S. (“CORA”), to provide that records submitted by or on behalf of an applicant or candidate for *any* employment position, including an applicant for an executive position who is not a finalist, shall not be subject to public inspection; provided, however, it does not prohibit inspection of records submitted on behalf of a finalist or applications of past or current employees without

another applicable exception. Notwithstanding the prohibition for disclosure of applicant or candidate records, the official custodian shall allow public inspection of the demographic data of a candidate who was interviewed by a state public body, local public body, or search committee for an executive position, but is not named a finalist. House Bill 21-1051 takes effect September 7, 2021, provided no referendum is filed.

Colorado Laws for Persons with Disabilities

HB 21-1110

House Bill 21-1110 adds language to strengthen laws related to protections against discrimination on the basis of disability. An individual with a disability must not, on the basis of the individual's disability, be excluded from participation in or be denied the benefits of services, programs, or activities provided by a public entity (including special districts) or be subjected to discrimination by any such public entity. Discrimination includes the failure of a public entity to develop an accessibility plan on or before July 1, 2024 and comply with the accessibility standards for individuals with a disability established by the state's Office of Information Technology. This bill imposes a statutory fine of \$3,500 payable to plaintiffs for each violation of the foregoing. House Bill 21-1110 took immediate effect on June 30, 2021.

REGULATION OF PROPERTY & HOMEOWNERS' ASSOCIATIONS

Homeowners' Association Governance Funding Record Keeping

HB 21-1229

House Bill 21-1229 provides that any section of a restrictive covenant, declaration, bylaws, or rules and regulations of a common interest community and any rule or policy of a special district that prohibits the use of nonvegetative turf grass in the backyard of a residential property is declared contrary to public policy and is therefore unenforceable. Current law also provides that any covenant, restriction, deed, or contract that prohibits or restricts the installation or use of a renewable energy generation device is unenforceable as contrary to public policy subject to certain reasonable regulations. House Bill 21-1229 clarifies the circumstances in which renewable energy generation devices may be restricted or prohibited.

House Bill 21-1229 modifies the Colorado Common Interest Ownership Act, Section 38-33.3-101 *et seq.*, C.R.S. ("CCIOA"), to add the following to the list of records that associations must maintain: (i) a list of the current amounts of all fees that are chargeable in connection with the purchase or sale of a unit; and (ii) all documents included in the association's annual disclosures pursuant to Section 38-33.3-209.4, C.R.S. The bill further provides that if an association fails to allow inspection or copying of records within 30 calendar days after receipt of a written request submitted by certified mail, return receipt requested, and payment of any fees, the association is liable in the amount of \$50 per day, commencing on the 11th day after receipt of request, up to a maximum of \$500 or the unit owner's actual damages sustained as a result of the refusal, whichever is greater. House Bill 21-1229 will take effect on September 7, 2021, provided no referendum petition is filed, and will only apply to conduct occurring on or after that date.

Homeowners' Association Regulation of Flags and Signs**HB 21-1310**

House Bill 21-1310 also amends CCIOA by requiring an association to permit the display of *any* flag or sign at *any* time, subject only to reasonable, content-neutral limitations such as number, size, or placement. However, commercial speech is not protected under this bill, and associations are expressly permitted to prohibit flags and signs bearing commercial messages. An association may adopt reasonable, content-neutral rules to regulate the number, location, and size of flags, flagpoles, and signs, but shall not prohibit the installation of a flag or flagpole. House Bill 21-1310 will take effect on September 7, 2021, provided no referendum petition is filed.

EMPLOYMENT**Workers' Compensation****HB 21-1050**

House Bill 21-1050 concerns that portion of the Workers' Compensation Act of Colorado codified in Article 42 (Benefits) and Article 43 (Procedure) of Title 8, C.R.S. ("WC Act") and makes the following modifications to the WC Act by making changes that affect: (i) the timely payment of disability benefits; (ii) obligations of employers and insurers to provide guardian ad litem and conservator services for legally incapacitated employees; (iii) benefit offsets related to the receipt of federal disability or retirement benefits; (iv) the reduction of disability benefits based on apportionment; (v) the selection of independent medical examiners; (vi) limits on temporary disability and permanent partial disability payments; (vii) the withdrawal of admissions of liability; (viii) the rights of claimants to receive mileage expense reimbursement; (ix) the authority of prehearing administrative law judges; (x) the reopening of permanent total disability awards; and (xi) petitions for review and appeals of orders denying or approving the payment of benefits or penalties. House Bill 21-1050 will take effect on September 7, 2021, provided no referendum petition is filed and will apply to actions pending, filed, and occurring on or after the effective date.

Gender Identity Expression Anti-Discrimination**HB 21-1108**

Individuals are statutorily protected against discrimination on the basis of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry, including in various areas such as employment, public accommodations, and labor for public works projects. House Bill 21-1108 adds "gender expression" and "gender identity" to these protected classes. The bill also expands the definition of "sexual orientation." House Bill 21-1108 will take effect on September 7, 2021, provided no referendum is filed.

Additional Liability under Respondeat Superior**HB 21-1188**

A recent Colorado Supreme Court case held that in a civil action when an employer admits liability for the tortious actions of its employee, the plaintiff cannot also assert direct negligence claims against the employer arising out of the same incident. House Bill 21-1188 reverses that holding and allows a plaintiff to bring such claims against an employer or against a principal that admits liability for the actions of its agent. Nothing in this bill permits a plaintiff to recover damages more

than once for the same injury. House Bill 21-1188 will take effect on September 7, 2021, provided no referendum is filed.

Overpayment of Workers' Compensation Benefits

HB 21-1207

House Bill 21-1207 limits the definition of “overpayment” of workers’ compensation benefits under the WC Act to include only money received by a claimant that: (i) is a result of fraud; (ii) is the result of an error in miscalculation, omission, or clerical error asserted in a new admission of liability filed within 30 days of the erroneous admission of liability; (iii) is paid in error or inadvertently in excess of an admission or order that exists at the time the benefits are paid to a claimant; or (iv) results in duplicate benefits because of offsets that reduce disability or death benefits. “Duplicate benefits” includes any wages earned by a claimant in the same or other employment while the claimant is also receiving temporary disability benefits. House Bill 21-1207 was signed by Governor Polis on May 17, 2021 and takes effect on January 1, 2022.

MISCELLANEOUS

Retaliation Against an Elected Official

SB 21-064

Senate Bill 21-064 makes retaliation or retribution against an “Elected Official” a class 6 felony for any individual who “knowingly makes a credible threat” as retaliation or retribution against the Elected Official, or arising out of the status of the person as an Elected Official, which is directed against or committed upon an Elected Official. “Elected Official” means any person who is serving an elected position in the State of Colorado at any level of government, and protections under Senate Bill 21-064 extend to any family members of, persons in close relationship with, and persons residing with Elected Officials. “Credible threat” means a threat, physical action, or repeated conduct that would cause a reasonable person to be in fear for the person’s safety or the safety of his or her immediate family or of someone with whom the person has or has had a continuing relationship. The threat need not be directly expressed if the totality of the conduct would cause a reasonable person such fear. Senate Bill 21-064 took effect on July 1, 2021, applying only to offenses committed on or after the effective date.

811 Locate Exemption for County Road Maintenance

HB 21-1095

House Bill 21-1095 concerns excavation notification requirements for underground facility locations in connection with county road maintenance. This bill provides that excavation that is routine or emergency maintenance of the right-of-way of a county-maintained gravel or dirt road, and is performed by county employees, does not require notification of Colorado 811 unless the excavation will: (i) disturb more than six inches in depth as it is conducted; (ii) lower the existing grade or elevation of the road or any adjacent shoulder; or (iii) lower the designed and constructed elevation of any adjacent ditch flowline. This bill also provides that markings of underground facilities shall be considered valid for no more than 30 calendar days following the due date of the locate request, removing prior exceptions extending the validity of markings for unpaved roads and maintenance by a government agency not exceeding six inches in depth. House Bill 21-1095 was signed by Governor Polis on May 21, 2021 and takes effect on June 1, 2022, provided no referendum is filed.

EXHIBIT A

Property Tax Assessment Rates – Senate Bill 21-293 & Initiative #27

Type of Property		Current Assessment Rate	Assessment rate – SB21-293	Assessment rate IF SB21-293 & Initiative 27 passes	Assessment rate IF SB21-293 does not pass but Initiative 27 does pass
Non-residential	Hotels, motels and B &Bs – 'lodging properties'	29%	29%	26.4%	26.4%
	Renewable Energy Production	29%	26.4% (for property tax years 2022 and 2023). Returns to 29% in 2023.	26.4% (for two years)	26.4%
	Agricultural Property	29%	26.4% (for property tax years 2022 and 2023). Returns to 29% in 2023.	26.4% (for two years)	26.4%
	Commercial, Vacant, Industry	29%	29%	29%	26.4%
	Oil & Gas	87.5%	87.5%	87.5%	87.5%
Residential	Multi-family housing (i.e. apartments)	7.15%	6.80% (for property tax years 2022 and 2023). Returns to 7.15% in 2023.	6.5%	6.5%
	All other residential property	7.15%	6.95% (for property tax years 2022 and 2023). Returns to 7.15% in 2023.	6.95% (for two years)	6.5%

Source: Colorado Counties, Inc., *Property Tax Classification and Assessment Rate – SB 21-291 & Initiative 27* (June 11, 2021).



ICENOGL SEAVR POGUE

MEMORANDUM

TO: Board of Directors, Managers, and other District Representatives

FROM: Icenogle Seaver Pogue, P.C.

DATE: October 14, 2021

RE: Senate Bill 21-262's Public Website Requirements for Metropolitan Districts

INTRODUCTION

During the 2021 legislative session, the Colorado General Assembly passed Senate Bill 21-262: Special District Transparency (“SB-262”) which took effect on September 7, 2021 and modified certain reporting requirements imposed on metropolitan districts pursuant to the Special District Act, Sections 32-1-101 *et seq.*, C.R.S., among modifications to other statutes. One modification to the Special District Act enacted through SB-262 is a new requirement that all metropolitan districts organized after January 1, 2000 must, by certain deadlines, establish, maintain, and annually update an official public website setting forth specific information. C.R.S. § 32-1-104.5(3)(a). This memorandum describes the new website requirements enacted through SB-262, including exemptions from compliance.

DISCUSSION

Section 32-1-104.5(3)(a) of the Special District Act, as amended by SB-262, provides: “...within one year of the date an order and decree has been issued by a district court for newly organized metropolitan district, or by January 1, 2023, for any metropolitan district that has received an order and decree from the district court in connection with its organization after January 1, 2000, but before January 1, 2022, the metropolitan district shall establish, maintain, and, unless otherwise specified, annually update an official website in a form that is readily accessible to the public...”

Stated more simply, metropolitan districts organized after January 1, 2000 and before January 1, 2022 must comply with the website requirements by January 1, 2023. Any metropolitan district organized on and after January 1, 2022 must comply with the website requirements within one (1) year from its date of organization.

I. Reporting Requirements

SB-262 requires that a metropolitan district’s public website contain the following information:

1. The names, terms, and contact information for the current directors of the board the metropolitan district and of the manager of the metropolitan district, if applicable;
2. The current fiscal year budget of the metropolitan district and, within thirty (30) days of adoption by the board of the metropolitan district, any amendments to the budget;
3. The prior year’s audited financial statements of the metropolitan district, if applicable, or an application for exemption from an audit prepared in accordance with the “Colorado Local Government Audit Law,” part 6 of Article 1, Title 29, C.R.S., within thirty (30) days of the filing of the application with the state auditor;
4. The annual report of the metropolitan district in accordance with Section 32-1-207(3)(c), C.R.S.;¹
5. By January 30 of each year, the date, time, and location of scheduled regular meetings of the metropolitan district’s board for the current fiscal year;
6. If required by Section 1-13.5-501(1.5), C.R.S., by no later than seventy-five (75) days prior to a regular election for an election at which members of a board of directors for a metropolitan district will be considered, the call for nominations pursuant to Section 1-13.5-501(1), C.R.S.;²
7. Not more than thirty (30) days after an election, certified election results for an election conducted within the current fiscal year;
8. A current map depicting the boundaries of the metropolitan district as of January 1 of the current fiscal year; and
9. Any other information deemed appropriate by the board of directors of the metropolitan district.³

SB-262 permits metropolitan districts “serving the same community” to establish and maintain a consolidated website, provided the website clearly identifies each metropolitan district and provides the required information listed above for each metropolitan district. C.R.S. § 32-1-104.5(3)(b). “Serving the same community” is not explained in the bill, but it presumably includes metropolitan districts operating under a consolidated service plan and/or metropolitan districts serving the same development, whether or not operating under a consolidated service plan.

II. Exemptions from Compliance

Metropolitan districts organized on or before January 1, 2000 are exempt from the website requirements added to the Special District Act through SB-262. C.R.S. § 32-1-104.5(3)(a)(compliance

¹ SB-262 amended the annual report requirements in Section 32-1-207(3)(c), C.R.S. to include a list of specific information that must be submitted with a district’s annual report beginning in 2023 for the 2022 report year. The annual report requirements are outside the scope of this memo, but we are happy to answer any questions you have regarding the new requirements.

² As enacted by SB 21-262, C.R.S. § 1-13.5-501(1.5) provides metropolitan districts organized prior to January 1, 2000 the option to post notice of calls for nomination on their public website, in addition to notice by publication. The statute cross-references C.R.S. § 1-13.5-501(1.7), which also provides metropolitan districts organized after January 1, 2000 the same option.

³ This may include, for example, copies of a district’s rules and regulations, policies for covenant enforcement, fee schedules, approved meeting minutes, etc.

is required for new metropolitan districts and districts organized “after January 1, 2000, but before January 1, 2022”). SB-262 provides for two additional exemptions.

First, any metropolitan district in inactive status pursuant to Section 32-1-104(3), C.R.S. is not required to establish, maintain, or update an official website during inactive status. However, a metropolitan district returning to active status must comply with the reporting requirements in Section I above within ninety (90) days of adopting a resolution returning to active status. C.R.S. § 32-1-104.5(3)(d)(I).

Second, any metropolitan district that “does not have the power to impose an ad valorem tax” is not required to establish, maintain, or update an official website. C.R.S. § 32-1-104.5(3)(d)(II). Here too, SB-262 is silent on what it means to have “the power to impose an ad valorem tax.” It is not clear, for example, whether a metropolitan district that has authorization in its service plan to levy an ad valorem tax, but does not have authorization from its electors pursuant to COLO. CONST. art. X § 20 (“TABOR”), is exempt from SB-262’s website requirements. Interpreting SB-262 practically would mean that such a metropolitan district would be exempt from the requirements given that TABOR authorization is required to constitutionally levy an ad valorem tax.⁴ Nevertheless, the conservative approach would be to read SB-262 to mean that compliance is required of any metropolitan district that, at minimum, has the power to levy an ad valorem tax pursuant to its service plan.

III. Open Meetings Law

Colorado’s Open Meetings Law, Section 24-6-402, C.R.S. (“COML”) currently allows for local public bodies, including metropolitan districts, to post notice of public meetings on a public website of a local public body. SB-262 amends the Special District Act to align with COML, providing that a notice of meeting containing the information set forth in COML at Section 24-6-402(c)(III), that is posted on a metropolitan district’s website no less than twenty-four (24) hours prior to such meeting, satisfies the requirements of COML. C.R.S. § 32-1-104.5(3)(c).

CONCLUSION

Metropolitan districts organized after January 1, 2000 and before January 1, 2022 are required to comply with SB-262’s website requirements by January 1, 2023. Metropolitan districts organized on or after January 1, 2022 must comply with the website requirements within one year of organization. Metropolitan districts that were organized on or before January 1, 2000, that are in inactive status, or that do not have the power to levy an ad valorem tax are exempt from these requirements. While SB-262 does not impose specific sanctions for noncompliance, failure to comply would subject to a metropolitan district to civil liability under the Special District Act as it similarly would be for noncompliance with any other provision of the Special District Act. Accordingly, we recommend that you begin taking steps to ensure that a public website is timely established with the information required by SB-262. Once established, you may post notices of public meetings on the website to comply with COML’s meeting notice requirements, provided such notices contain all information required by COML.

⁴ TABOR requires that districts must have voter approval in advance for any new tax, tax rate increase, and extension of an expiring tax, among others. COLO. CONST. art. X § 20(4)(a).



ICENOGLE SEAVER POGUE

November 10, 2021

Lincoln Station Metropolitan District
Board of Directors
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Ste 300
Greenwood Village, CO 80111

Re: Legal Services Engagement – Lincoln Station Metropolitan District

Board Members:

Icenogle Seaver Pogue, P.C. (the “Firm”) is pleased to submit this letter of engagement for general counsel legal services for Lincoln Station Metropolitan District within Douglas County, Colorado (the “District”). Our Standard Terms of Engagement are enclosed with this letter and confirm our understanding of the general terms of representation that our Firm will undertake on behalf of the District.

The services of our Firm are primarily measured and charged on a time basis. You will be invoiced for the services that personnel in our Firm perform for you. Invoices are rendered on a monthly basis and they are due upon receipt. Typically, our services are measured in increments of one-tenth of an hour and applied to our hourly rates. The rates of all billing personnel in our Firm are enclosed. All rates are subject to change January 1 of each year.

In addition to legal fees, the Firm will also bill you for its out-of-pocket costs incurred in handling your legal matters. These include photocopying and delivery charges, filing and recording fees, travel expenses, materials and services obtained from others, and other items for which we advance payment on your behalf. These, too, will be billed on a monthly basis. All unpaid fees and costs are subject to a one percent per month interest charge. The exception to time-measured billing are opinion fees, charged for formal legal opinions on which others may rely, notably bond-related and contract enforceability-related opinions. Such opinion fees vary with the complexity of issues involved and will be subject to your agreement in advance of opinion issuance.

Because our Firm works with property owners and political subdivisions, including municipalities, counties, and cities and counties, we are or may be engaged by others to organize and/or represent districts in the same area as this District. We will not represent those clients in matters adverse to the District or the District in matters adverse to those clients.

Before engagement of a new client, we are required by the Colorado Rules of Professional Conduct (the “Rules”) to evaluate whether there are any ethical constraints to representing a client. We do not believe that our past engagement by the Developer related to the formation of the District or our present engagement by other clients will materially limit or adversely affect our

ability to represent the District. In the event we believe a conflict under the Rules materializes at any time, we will notify you and deal with the matter appropriately. Additional information regarding conflicts of interest are set forth in the enclosed Standard Terms of Engagement.

This letter, together with the enclosed Standard Terms of Engagement, are intended to formalize our retention as legal counsel. Please confirm your agreement to the terms of our engagement by signing this letter in the space indicated below, sending us a scanned copy with your signature and retaining the original copy for yourself.

If you have any question regarding these terms, please feel free to contact us.

Very Truly Yours,

ICENOGL SEAVR POGUE
A Professional Corporation


Digitally signed by: Tamara K. Seaver
DN: CN = Tamara K. Seaver email = tseaver@isp-law.com C = US
Date: 2021.11.03 14:29:45 -07'00'

Tamara K. Seaver

:DBH
Enclosures

Accepted by: _____

Title: _____

Date: _____



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2022 BILLING RATES

T. Edward Icenogle	Of Counsel	\$360.00 per hour
Tamara K. Seaver	Shareholder	\$425.00 per hour
Alan D. Pogue	Shareholder	\$430.00 per hour
Deborah A. Early	Shareholder	\$360.00 per hour
Jennifer L. Ivey	Shareholder	\$360.00 per hour
Anna C. Wool	Shareholder	\$265.00 per hour
Shannon Smith Johnson	Shareholder	\$265.00 per hour
Alicia J. Corley	Associate	\$260.00 per hour
Karlie R. Ogden	Associate	\$230.00 per hour
Stacie L. Pacheco	Paralegal	\$180.00 per hour
Donette B. Hunter	Paralegal	\$180.00 per hour
Megan Liesmaki	Paralegal	\$175.00 per hour



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STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement confirm our understanding of the general terms of the representation Icenogle Seaver Pogue, P.C. (the “Firm”) will undertake on behalf its clients. These terms will apply to any matters we agree to undertake unless we and the client agree in writing to a different arrangement. These Standard Terms of Engagement do not constitute an engagement unless accompanied by a letter describing a specific matter for which the Firm has been engaged.

1. Scope of Engagement.

By separate letter we will agree on the exact scope of each engagement, *i.e.*, the specific tasks for which you have hired us. Our representation will be limited to the legal services set out in our written agreement describing the specific scope of each engagement. Our acceptance of an engagement does not involve an undertaking to represent the client or its interests in any other matter. We may agree to limit or expand the scope of our representation from time to time, provided that we confirm any such change in writing.

If you have engaged the Firm to provide legal services in connection with a specific matter, it is possible that after completion of the matter, changes may occur in applicable laws or regulations that could impact your future rights and liabilities. If you separately engage us after completion of the matter to provide additional advice on issues arising from it, the Firm would be pleased to advise you with respect to future legal developments, but will not do so absent a new engagement set forth in a new engagement letter.

At the commencement and during the course of our representation, we may express opinions or beliefs concerning the matter, alternative courses of action, or results that might be anticipated. Any such statement made by any individual lawyer of the Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be regarded as a promise or guarantee.

2. Staffing.

The attorney or attorneys in charge of each engagement will make staffing decisions with the objective of rendering services to you on the most efficient and cost-effective basis. We, of course, will be happy to discuss staffing with you at any time.

3. Conflicts of Interest.

To avoid conflicts of interest, we maintain a record of past and present clients and persons or entities with an interest adverse to our clients to determine whether a conflict of interest would be created by any new representation. You should tell us now and in the future whether any other



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individuals or business entities are or become involved in our representation of you. Otherwise, we will assume that our listing is complete.

The Firm represents many other companies, individuals, property owners and political subdivisions, including special districts, public highway authorities, regional transportation authorities, municipalities, counties, and cities and counties. As such, it is possible that present or future clients of the Firm will have disputes or transactions with you. Accordingly, to prevent any future misunderstanding and to preserve the Firm's ability to represent you and its other clients, we agree as follows with respect to certain conflicts of interest issues:

- a) Unless the Firm has your specific written consent that the Firm may do so, the Firm will not represent another client in a matter which is substantially related to a matter in which the Firm represents you and in which the other client is adverse to you. The Firm understands the term "matter" to refer to transactions, negotiations, proceedings or other representations involving specific parties.
- b) In the absence of a conflict as described in subparagraph (a) above, you acknowledge that the Firm will be free to represent any other client either generally or in any matter in which you may have an interest.
- c) The effect of subparagraph (b) above is that the Firm may represent another client on any issue or matter in which you might have an interest including, but not limited to, agreements, contracts, easements, special district formation, intergovernmental agreements, dissolutions, consolidations, etc.

The Firm agrees, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of the Firm's representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of the Firm's other clients, we have asked for similar agreements to preserve our ability to represent you.

4. Affiliates.

Unless we agree otherwise, our representation is only of the client named in our separate engagement letter and not any parent, subsidiary, sister corporation, limited liability company, or partnership or any officer, director, employee, consultant, contractor, manager, member, shareholder, partner, joint venture, or other affiliate (collectively, "Client Affiliates"). While we will be meeting and interacting with Client Affiliates during the course of our representation, we are not acting as legal counsel to any of these persons in their individual capacities in connection



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with the engagement or otherwise. We encourage these individuals to seek separate legal counsel if necessary.

5. Representation Solely By Icenogle Seaver Pogue, P.C.

In some circumstances you may be represented by more than one law firm for a particular matter. With respect to all services performed on your behalf and all legal representation by the Firm, the Firm shall have no duty to supervise or control any other law firms or lawyers.

6. Retention and Disposition of Documents.

The Firm will maintain records related to this engagement in formats and organization that we, in our sole professional judgment, determine are efficient and appropriate for the conduct of this engagement. These records will include any final adopted and approved records of which the Firm has been provided a copy in the conduct of this engagement. All other documents, including, but not limited to, our notes, drafts, memoranda, worksheets, and other electronic communication and documents stored in various media or file servers, may be periodically, confidentially, and permanently purged by us once they are no longer useful to us in providing services to you for this engagement. Following the termination of this engagement we will return to the client any original documents and other property provided to the Firm in connection with this matter upon our receipt of payment of all outstanding fees and costs. The Firm may retain its own file pertaining to this matter. The Firm's file pertaining to the engagement may include, without limitation, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We reserve the right to destroy or otherwise dispose of any documents or other materials retained by us without further notice to you 6-months after the termination of our engagement unless prohibited from doing so by Rules of Professional Conduct.

7. Client Responsibilities.

Our successful representation of you depends, in part, upon your cooperation with us. As such, we expect that you will be candid and cooperative with us, timely respond to our requests for information, provide us with factual information and documents relating to the matters we are handling for you, keep us informed of developments, be available to confer with us, and make decisions as required to assist us in the progress of our representation. Your candor and cooperation are necessary conditions of the attorney-client relationship, the absence of which will entitle the Firm to withdraw as legal counsel.

Because it is important that we be able to contact you at all times in order to consult with you regarding the client's representation, you will promptly inform us of any changes in your contact information including relevant mail and e-mail addresses and phone numbers. Whenever



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we need your instructions or authorization in order to proceed with legal work on the client's behalf, we will contact you at the latest address and phone number that we have received from you.

You will be invoiced for the services that personnel in the Firm perform for you. Invoices are rendered on a monthly basis and payment is due upon receipt, unless there is a question about our invoice, in which case we ask that you promptly advise us thereof, so they may be timely addressed. Interest will be charged on any balance that is not paid on a timely basis at the Colorado statutory rate. Additionally, should our fees not be paid on a timely basis, we are entitled to require a retainer, which we will hold in our Colorado Lawyer Trust Account Foundation (COLTAF) Account, or to withdraw from this engagement as discussed in more detail below.

8. Disclaimer of Guarantee.

We use our best efforts in representing clients, but we make no promises or guarantees regarding the outcome of any particular matter. The Firm makes no warranties, guarantees, or representations concerning the successful termination of a favorable outcome of any legal services performed for its clients, legal action that may be filed by or against a client, or of any negotiations or discussions with other parties on a client's behalf.

9. Insurance Coverage.

You may have insurance policies relating to a matter for which you request our assistance. You should notify your insurance carrier as soon as possible if coverage for our fees and costs may be available. We can advise you on the availability of insurance coverage for fees and costs that we incur on your behalf if you expressly request that we do so and forward to us copies of any applicable insurance policies and other relevant documents. You will be primarily responsible for payment of our fees and costs unless we otherwise agree in writing regardless of whether you have insurance coverage.

10. Confidentiality.

Under applicable Rules of Professional Conduct, the Firm is obliged to avoid revealing information acquired as a consequence of the representation of any client. Therefore, if we have such information from another client, we cannot disclose it to you even if that information is relevant to our representation of you.

We preserve the confidences of our clients in accordance with the Rules and Laws of Professional Conduct as adopted and amended in Colorado and, as applicable, the courts of other states in which our lawyers are admitted to practice law. All non-public information that we obtain from you as a consequence of the representation ("Private Information") is protected under these rules. We use Private Information only to provide the legal and related services that you request



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from us. We do not disclose Private Information to anyone outside of our Firm, except as authorized by you or described below. We maintain physical, electronic, and procedural safeguards that comply with our professional responsibilities. Because we will not disclose Private Information in violation of our professional responsibilities, it is unnecessary for us to provide you with an “opt out” opportunity as otherwise authorized by the Gramm-Leach-Bliley Act.

There are certain limits on our duty to keep confidential the information you disclose to us in connection with our representation. These limits may allow or require disclosure of Private Information to, among other things; (1) prevent the commission of certain crimes or frauds or to rectify substantial injury that would otherwise result from certain crimes or frauds; (2) secure legal advice regarding our compliance with the applicable Rules of Professional Conduct; (3) comply with a court order directing disclosure of such information; or (4) comply with a statute or regulation directing disclosure. We do not expect any of these ethical or legal obligations to arise in the course of our representation, but it is important that you understand these limits to the duty of client confidentiality.

11. Marketing Materials.

From time to time, the Firm identifies clients in marketing materials. These materials may include print and online descriptions of the Firm’s services, presentations and proposals to other clients, lists in publications, and recruiting materials. You agree that the Firm may use your name and a brief description of the work we do for you in these materials, provided that no Private Information is revealed. You may withdraw this consent at any time, but as a practical matter, a later withdrawal will be ineffective to reverse a prior disclosure.

12. Audits.

We are at times asked by our clients to provide information to auditors or other financial professionals for the purpose of preparing financial statements. Should you make such an audit request of us, we may bill for our services on the basis of the Firm’s regular hourly rate for the professionals involved. Should you make such an audit request at a time when you are no longer a client of the firm you understand that our responding to the request is an accommodation that we provide for former clients and does not form a new attorney-client relationship.

13. Termination and Withdrawal.

You have the right to discharge us for any reason at any time upon reasonable notice. If you do so, all unpaid fees and costs will be due and payable no later than thirty (30) days after such discharge and you agree that we may use any funds held in Trust on your behalf to pay unpaid invoices.



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In the absence of another agreement, our representation of you will automatically end thirty (30) days after we send our last bill for services rendered on the specific matter set forth in the scope of engagement.

We reserve the right to withdraw from representing you for the reasons permitting attorney withdrawal in relevant Rules of Professional Conduct or applicable law. Where required, we will attempt to give you reasonable notice and time to secure other counsel, obtain approval from any court or tribunal that is necessary, and take reasonable steps to minimize any prejudice you may suffer by our withdrawal. In particular, and by way of example, we reserve the right to decline to perform any further services if any account is past due. We will comply with applicable Rules of Professional Conduct in effectuating any such withdrawal. When appropriate, we reserve the right to terminate the representation, for example, and without limitation, if (a) evidence comes to light indicating that positions you wish us to assert lack factual or legal merit; (b) you fail to cooperate in the work necessary to the representation; (c) you breach this agreement by failing to pay fees or reimburse costs; or (d) for professional or ethical reasons we cannot or, in our opinion, should not continue to proceed with the representation.

If you affiliate with, acquire, are acquired by, or merge or combine with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to the affiliation, acquisition or merger, or between any of our clients and the resulting entity following the affiliation, acquisition or merger.

If we elect to withdraw, you will take all steps necessary to effectuate our withdrawal and will pay all outstanding fees or costs owed as of the time of withdrawal.

Following the termination of this engagement, we will return to the client any original documents and other property provided to the Firm in connection with this matter upon our receipt of payment of all outstanding fees and costs.

14. Employment Eligibility.

Pursuant to §§ 8-17.5-101, *et seq.*, C.R.S., the definitions in which are hereby incorporated:

A. The Firm hereby certifies to the client that, as of the date of the client's engagement letter, the Firm does not knowingly employ or contract with a worker without authorization who will perform work under this engagement and that the Firm will participate in the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration (the "E-Verify Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this engagement.



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B. The Firm shall not:

1. Knowingly employ or contract with a worker without authorization to perform work under this engagement; or

2. Enter into a contract with a subcontractor that fails to certify to the Firm that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this engagement.

C. The Firm has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this engagement through participation in the E-Verify Program.

D. The Firm shall not use the E-Verify Program to undertake pre-employment screening of job applicants while this engagement is being performed.

E. If the Firm obtains actual knowledge that a subcontractor performing work under this engagement knowingly employs or contracts with a worker without authorization, the Firm shall:

1. Notify the subcontractor and the client within three (3) days that the Firm has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

2. Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subsection I.E.1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization; except that the Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

F. The Firm is required to comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to § 8-17.5-102 (5), C.R.S., to ensure that the Firm is complying with this Paragraph.

G. If the Firm violates a provision of this paragraph, the client may terminate the engagement for a breach of the engagement. If the engagement is so terminated, the Firm shall be liable for actual and consequential damages to the client. The client shall notify the Colorado office of the Secretary of State if the Firm violates a provision of this paragraph and the client terminates the engagement.



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We look forward to representing you. If you have any questions concerning these Standard Terms of Engagement that arise at any time, or if you ever wish to discuss any matter relating to our legal representation, please do not hesitate to call us.



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

October 7, 2021

Board of Directors
 LINCOLN STATION MD
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111

Dear Board of Directors:

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

Scope of professional services

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

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

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

Management responsibilities

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

Responsibilities and limitations related to nonattest services

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

Fees and terms

See the applicable SOW for the fees for the services.

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

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

Other fees

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

Finance charges and collection expenses

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

Mediation

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

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

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

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

Limitation of remedies

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

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

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

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

Time limitation

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

Consulting services

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

Tax services

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

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

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

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

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

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

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

CLA shall be authorized to the following cash access services:

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

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

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

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Management responsibilities relevant to CLA's access to your cash

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

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

Other provisions

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

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

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

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

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

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

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

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

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

Consent

Consent to use financial information

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

Subcontractors

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

Technology

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

Termination of MSA

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP



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

Response:

This agreement correctly sets forth the understanding of LINCOLN STATION MD.

APPROVED:

Signature

Title

Date




CliftonLarsonAllen LLP

8390 East Crescent Pkwy., Suite 300

Greenwood Village, CO 80111

phone 303-779-5710 fax 303-779-0348

CLAconnect.com

Special Districts Preparation SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and LINCOLN STATION MD (“you” and “your”) dated October 7, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

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

Ongoing normal accounting services:

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

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

- Perform other nonattest services.

Compilation services

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

Preparation services – financial statements

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

Preparation services - annual

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

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

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

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

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

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

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

Engagement objectives and our responsibilities

The objectives of our engagement are to:

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

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

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

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

Engagement procedures and limitations

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

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

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion



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

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

No assurance statements

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

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

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

Management responsibilities

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

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

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

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



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

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

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

Fees, time estimates, and terms

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



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we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

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

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

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

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

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

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

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

Municipal advisors

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



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

Unlawful employees, contractors, and subcontractors

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

Verification regarding workers without authorization

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

Limitation regarding E-Verify Program and the Department Program

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

Duty to terminate a subcontractor and exceptions

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

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

Duty to comply with state investigation

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

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

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

APPROVED:

Signature

Title

Date



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

Special Districts Management Services SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Lincoln Station Metro District (“you” and “your”) dated October 7, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

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

Scope of Management Services

CLA will perform the following services for the District:

District Board of Directors (“Board”) Meetings

- Coordination of all Board meetings;
- Meeting Attendance: District Manager and/or designee will attend all Board meetings;
- Preparation and distribution of agenda and informational materials;
- Preparation of meeting minutes for all meetings;
- Preparation and posting of legal notices required in conjunction with the meetings;
- Other details incidental to meeting preparation and follow-up.

Recordkeeping

- Maintain lists of persons and organizations for correspondence;
- Vendor listing as needed or requested by the Board;
- Repository of all District records and act as Custodian of records for purposes of CORA (as that term is defined in the District’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 *et seq.*, C.R.S.).

Communications

- 24/7 answering and paging services;
- Website administration. It is recommended that the District have a website; however, CLA will not provide a website for the District on CLA’s website. CLA will oversee daily management and maintenance of the District website as needed or requested by the District;
- Respond to routine inquiries, questions and requests for information regarding the District;
- Periodic reports to the Board regarding the status of District matters and actions taken or contemplated by the District Manager on behalf of the District as requested by the Board;
- Provide liaison and coordination with municipal, county and state governmental agencies.

Contract Administration

- Insurance administration, including risk evaluation, comparison of coverage, processing claims, completion of applications, monitoring expiration dates, processing routine written and telephone correspondence;
- Ensure all contractors and sub-contractors maintain the required insurance coverage for the District's benefit;
- Bidding, contract and construction administration and supervision of project processes assigned by the Board and project contractors;
- Confer with and coordinate legal, accounting, engineering, auditing and other professional services to the District by those professionals and consultants retained by the District as directed by the Board (CLA itself will not and cannot provide legal services);
- Represent the District with other entities and bodies as requested by the Board (but not as its representative for legal matters);
- Bid, contract, and supervise all District vendors

Document Administration

- Provide coordination and administration for the continuing revision of the District's Rules and Regulations;
- Provide framed aerial photographic mapping of the District, if requested;
- In conjunction with and at the direction of the District's legal counsel, coordinate all elections for the District in accordance with state law, including preparation of election materials, publications, legal notices, training session for election judges and general election assistance; CLA will not serve as the Designated Election Official ("DEO");
- Administer any legal documents, permits, or agreements that relate to or District facilities and any Rules and Regulations adopted by the Board.

Accounts Payable Services to be Provided:

- Receive and process all invoices;
- Coordinate review, approval and coding of all invoices with District Accountant and Board to ensure timely payment

In addition to these services, when, in the professional opinion of the District Manager, other services are necessary, the District Manager shall recommend the same to the Board or perform such services and report to the Board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000.00, the District Manager shall discuss such costs with the Board and receive prior authorization to perform such services.

Fees, time estimates, and terms

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

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

CLA'S 2021 STANDARD HOURLY RATES FOR PUBLIC MANAGEMENT SERVICES:

- Principals \$190 - \$325
- Public managers \$190 - \$325
- Assistant public managers \$110 - \$150
- Public management analysts \$110 - \$150
- District administrators \$125 - \$145
- Records retention coordinators \$ 90 - \$115

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

Municipal advisors

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

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

Unlawful employees, contractors, and subcontractors

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

Verification regarding workers without authorization

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

Limitation regarding E-Verify Program and the Department Program

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

Duty to terminate a subcontractor and exceptions

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

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

Duty to comply with state investigation

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP



Denise Denslow

Principal

Denise.Denslow@CLAconnect.com

APPROVED:

Signature

Title

Date

