

# LINCOLN STATION METROPOLITAN DISTRICT

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

## NOTICE OF SPECIAL MEETING AND AGENDA

<b>DATE:</b>	Monday, November 13, 2023
<b>TIME:</b>	11:00 a.m.
<b>LOCATION:</b>	<p>CliftonLarsonAllen LLP 8930 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 <b>Pikes Peak Conference Room</b></p> <p>AT LEAST ONE INDIVIDUAL, INCLUDING CERTAIN BOARD MEMBERS AND CONSULTANTS OF THE DISTRICT, WILL BE PHYSICALLY PRESENT AND WILL ATTEND THIS MEETING IN PERSON AT THE ABOVE-REFERENCED LOCATION. HOWEVER, CERTAIN OTHER BOARD MEMBERS AND CONSULTANTS OF THE DISTRICT MAY ATTEND THIS MEETING VIA TELECONFERENCE, OR WEB-ENABLED VIDEO CONFERENCE. MEMBERS OF THE PUBLIC WHO WISH TO ATTEND THIS MEETING MAY CHOOSE TO ATTEND IN PERSON OR VIA TELECONFERENCE OR WEB-ENABLED VIDEO CONFERENCE USING THE INFORMATION BELOW.</p>
	<p>To attend via Microsoft Teams, select this link (or copy link into your browser):</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d</a></p> <p>To attend via telephone, dial 1-720-547-5281 and enter the following: Phone Conference ID: 397 078 182#</p>

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Nathan Melchior	President	May, 2025
Jeremy Bayens	Secretary/Treasurer	May, 2025
Natalie L. Dustman	Assistant Secretary	May, 2027
James R. Francescon	Assistant Secretary	May, 2025
VACANT	TBD	May, 2027

## **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.
- 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.

- E. Consider approval of CliftonLarsonAllen LLP Master Service Agreement and Statements of Work for accounting and management services for 2024 (enclosures).
- F. Discuss and consider approval of 2024 insurance renewal, including Workers' Compensation coverage, and Board Member liability coverage of \$2,000,000. Consider adoption of documents needed to obtain or maintain insurance coverage through the Colorado Special Districts Property and Liability Pool or TCW Risk Management and authorize membership in the Special District Association (enclosures).

## **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 September 25, 2023 Special Meeting Minutes (enclosure).
- 2. Consider approval and/or ratify claims totaling \$137,651.78 (enclosure).
- 3. Consider approval, ratification and/or acknowledgement of the following Agreements for 2023-2024 services:
  - a. Approval of 2024 Security Services Contract with Advantage Security, LLC (enclosure).
  - b. Approval of 2024 Janitorial Services Contract with Roth Property Maintenance, LLC, effective January 1, 2024 (enclosure).
  - c. Ratify approval of Work Order Contract with Bristol Botanics, Inc. for 2023-2024 exterior holiday décor (enclosure).
  - d. Approval of Landscaping Services Contract with Brightview Landscape Services, Inc. for 2024 landscaping maintenance (enclosure).

- e. Approval of Quarterly Maintenance Program for 2024 with Reidy Metal Services, Inc. for refinishing and maintaining architectural metals (enclosure).
- f. Approval of Work Order Contract with Tryg Group, LLC for 2024 HVAC maintenance (enclosure).
- g. Acknowledge automatic renewal of Task Order Services Contract with Bailey Tree LLC to renew on December 31, 2023 with a new termination date of December 31, 2024.
- h. Acknowledge automatic renewal of Task Order Services Contract for storm water maintenance with C&L Water Solutions, Inc. to renew on December 31, 2023 with a new termination date of December 31, 2024.
- i. Acknowledge automatic renewal of Services Contract with CDR Construction LLC to renew on December 31, 2023 with a new termination date of December 31, 2024.
- j. Acknowledge automatic renewal of Snow Management Services Contract with Snow Management Services, LLC to renew on January 1, 2024 with a new termination date of May 31, 2024.
- k. Ratify approval of light repair and/or replacement with CDR Construction, LLC in an amount not to exceed \$2,500 (enclosure).

### **III. FINANCIAL MATTERS**

- A. Review and consider acceptance of \_\_\_\_\_, 2023 Unaudited Financial statements and Cash Position Report updated as of \_\_\_\_\_, 2023 (to be distributed).
- B. Conduct Public Hearing to consider amendment of the 2023 Budget (enclosure).
  - i. Public Comment Period
  - ii. Consider adoption of Resolution No. 2023-11-\_\_ to Amend the 2023 Budget (enclosure).
- C. Conduct Public Hearing on the proposed 2024 Budget (enclosure).
  - i. Public Comment Period
  - ii. Consider adoption of Resolution No. 2023-11-\_\_ to Adopt the 2024 Budget, Appropriate Sums of Money and Set Mill Levies (enclosure).
- D. Discuss statutory requirements for an audit. Consider approving audit engagement with Wipfli, LLP for 2023 audit services in the amount of \$6,500 and authorize its submittal (enclosure).

### **IV. LEGAL MATTERS**

- A. Consider adoption of Resolution No. 2023-11-\_\_ Annual Resolution (enclosure).

1. Election of Officers
2. Set regular meeting date(s) and location – Second Wednesday in November 2024, at 10:00 a.m., at the offices of CliftonLarsonAllen LLP and virtually.

B. Review and consider approval of 2024 rates for legal services with Icenogle Seaver Pogue, P.C. (enclosure).

C. 2023 Legislative Memorandum (enclosure).

**V. MANAGER MATTERS**

**VI. DIRECTOR MATTERS**

**VII. OTHER BUSINESS**

**VIII. ADJOURNMENT**

**The next regular meeting is TBD**



CliftonLarsonAllen LLP  
<https://www.claconnect.com>

## Special Districts Master Services Agreement

Lincoln Station Metro District  
9380 Station St., Ste. 300, Lone Tree, CO, 80124  
MSA Date: October 15, 2023

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 Metro District (“you,” “your,” “board of directors” 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.

### **Board of director responsibilities**

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has 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 role in management of the district.

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

For all nonattest services we may provide to you, you agree to oversee all management 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. CLA and the district agree that the foregoing sentence is not intended and shall not be construed to be a limitation of liability for the benefit of CLA nor an exculpatory clause for the benefit of CLA. CLA is and will remain liable to the district for CLA's negligence and gross negligence in the work that it performs under this MSA or under any SOW.

### **Fees and terms**

See the applicable SOW for the fees for the services.

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 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 permitted by this MSA through the date of termination.

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

### **Other Fees**

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

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

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

### **Limitation of remedies**

Each party agrees that in no event shall the other party be liable 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 related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

### **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. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

**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 of directors 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

**Board of Directors' 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 of directors 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 of directors 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 expressly permitted by the “Consent” section of this agreement, CLA shall 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 the Colorado Open Records Act, Section 24-72-200.1 et seq., C.R.S. (“CORA”).

### **Insurance:**

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers’ Compensation Insurance
- B. Commercial General Liability Insurance
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability
- E. Network Security (Cyber) Liability Insurance



#### **F. Excess/Umbrella Liability Coverage**

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 assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

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.

#### **Annual Appropriation and Budget**

The district does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this MSA shall be construed or interpreted as a delegation of governmental powers by the district, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the district or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

#### **Governmental Immunity**

Nothing in this MSA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the district, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the district and, in particular, governmental immunity afforded or available to the district pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

#### **No Third-Party Beneficiaries**

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained

in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

### **Personal Identifying Information**

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. “Personal Identifying Information” means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver’s license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

**CLA agrees to report within twenty-four (24) hours to the district’s board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA “Data Security Incident” is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.**

### **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 Metro District information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

### **Technology**

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

Colorado law requires special districts to maintain websites and further requires that certain documents which may be prepared by CLA to be uploaded to those websites. CLA specifically acknowledges and agrees that the district may upload to its website any documents prepared by CLA for the district and further, that those documents may be used in public meetings hosted by or to which the district is a party.

**Counterpart Execution**

This MSA 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.

**Electronic Signatures**

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**MSA Modification**

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

**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.

**CliftonLarsonAllen LLP**

Jason Carroll  
Managing Principal of Office  
303-265-7835  
jason.carroll@CLAconnect.com

**Response**

This MSA correctly sets forth the understanding of Lincoln Station Metro District and is accepted by:

**CLA**  
CliftonLarsonAllen LLP



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Jason Carroll, Managing Principal of Office

**SIGNED** 10/18/2023, 1:59:38 PM CDT

**Client**  
Lincoln Station Metro District

SIGN: \_\_\_\_\_

Nathan Melchior, President

DATE: \_\_\_\_\_



## Special Districts Preparation Statement of Work

Date: October 18, 2023

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,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

### **Scope of professional services**

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

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

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
    - Detailed development fee records

- Process accounts payable including the preparation and issuance of checks for approval by the board of directors
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare quarterly 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 monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget
- 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 on cash flows
  - Assist with bank communications
  - Perform other non-attest services

### **Compilation services**

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

### **Preparation services - financial statements**

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

### **Preparation services - annual**

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

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

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

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

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

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast. References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

**Engagement objectives and our responsibilities**

The objectives of our engagement are to:

- a) Prepare quarterly 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 quarterly 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 (SSARSS) 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 quarterly financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

#### **Our report**

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

purpose.

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

### **No assurance statements**

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

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

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

### **Management responsibilities**

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

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

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

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

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

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

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

### **Fees and terms**

Billing rates guaranteed through **December 31, 2024**:

<b>Services performed by</b>	<b>Rate per hour</b>
Principal	\$300-\$600
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$290
Senior	\$150-\$220
Staff	\$130-\$190
Administrative Support	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

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

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

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

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial

statements should not be relied on or distributed.

**Municipal advisors**

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

**Agreement**

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

**CliftonLarsonAllen LLP**

Jason Carroll  
Managing Principal of Office  
303-265-7835  
jason.carroll@CLAconnect.com

**Response**

This SOW correctly sets forth the understanding of Lincoln Station Metro District and is accepted by:

**CLA**  
CliftonLarsonAllen LLP



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Jason Carroll, Managing Principal of Office

**SIGNED** 10/18/2023, 2:32:16 PM CDT

**Client**  
Lincoln Station Metro District

SIGN: \_\_\_\_\_

Nathan Melchior, President

DATE: \_\_\_\_\_



# Special Districts Public Management Services Statement of Work

Date: November 9, 2023

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,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 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.

## **Scope of Management Services**

CLA will perform the following services for the district:

### **District Board of Directors (“Board”) Meetings**

- Coordination of board meetings
- Meeting attendance: district manager and/or designee will attend board meetings
- Preparation and distribution of agenda and informational materials as requested by the district
- Drafting of meeting minutes as assigned for approval by the board of directors
- Preparation and posting of notices required in conjunction with the meetings

### **Recordkeeping**

- Maintain directory of persons and organizations for correspondence
- Repository of 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 services
- Website administration; CLA will oversee maintenance of the district's website as needed and requested by the district
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the district

### **General Administration**

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications
- Coordination of insurance policy renewals and updates for approval by the district's board of directors
- In collaboration with district counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district
- Under the direction of the board of directors, supervise project processes and vendors as assigned by the board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the district as directed by the board (CLA itself will not and cannot provide legal services)
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the district
- Coordinate the administration of the district's rules and regulations as requested by the board
- Under the direction of district legal counsel, coordinate election processes for the district; CLA will not serve as the Designated Election Official ("DEO")

### **Accounts Payable Services to be Provided**

- Coordinate review and approval of invoices with district accountant and board to ensure timely payment to vendors

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, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.



## **Fees and terms**

### ***Billing rates guaranteed through December 31, 2024:***

<b>Services performed by</b>	<b>Rate per hour</b>
Principal	\$320-\$460
Public Manager	\$190-\$265
Assistant Public Manager	\$150-\$180
Public Management Analyst	\$145-\$170
District Administrator	\$140-\$180
Records Retention Professional	\$110-\$155

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

### **Municipal advisors**

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

### **Agreement**

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

**CliftonLarsonAllen LLP**

Denise Denslow  
Principal  
303-265-7910  
denise.denslow@CLAconnect.com

**Response**

This SOW correctly sets forth the understanding of Lincoln Station Metro District and is accepted by:

**CLA**  
CliftonLarsonAllen LLP

*Denise Denslow*

---

Denise Denslow, Principal

**SIGNED** 11/9/2023, 8:03:14 AM EST

**Client**  
Lincoln Station Metro District

SIGN:

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Nathan Melchior, President

DATE:

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## **Renewal Documents and Invoice 1/1/2024 to EOD 12/31/2024**

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2024.

The following renewal documents are attached where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly. We have attached a Coverage Contribution instructions sheet which provides details about your payment.
2. Comparison of Annual Contributions.
3. Deductible Options:
  - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
  - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
5. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at [csdpool.org/documents](https://csdpool.org/documents) by January 1, 2024.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
8. Automobile identification cards: Hard copies will be mailed.



## Property and Liability Coverage Invoice

**Named Member:**

Lincoln Station Metropolitan District  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
24PL-60151-2423	60151	1/1/2024	EOD 12/31/2024	10/28/2023

Coverage	Contribution
General Liability	\$2,186.00
Property	\$9,705.00
Crime	\$220.00
Non-Owned Auto Liability	\$132.00
Hired Auto Physical Damage	\$65.00
No-Fault Water Intrusion & Sewer Backup	\$469.00
Public Officials Liability	\$1,163.00
Pollution	\$0.00

<b>Total Contribution</b>	<b>\$13,940.00</b>
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Estimated Annualized Contribution (for budgeting purposes only) \$13,940.00

**Please note: where included above, Hired Auto Physical Damage and Non-Owned Auto Liability are mandatory coverages and may not be removed. No-Fault Water Intrusion & Sewer Backup coverage may only be removed with completion of the No-Fault Opt Out Endorsement.**

**The following discounts are applied (Not applicable to minimum contributions):**

8.31% Continuity Credit Discount

8% Multi Program Discount for WC Program Participation

**Payment Due Upon Receipt**

**The total contribution includes a 10% Commission, which calculates to \$1,394.00, paid to the broker reflected above.**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

**Remit checks to:** Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
billing@csdpool.org  
800-318-8870 ext. 3



## Payment Instructions

The annual contribution for coverage with the Pool is due upon receipt of this invoice. We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.

2. Mail your check to:

Colorado Special Districts Property and Liability Pool  
 c/o McGriff Insurance Services, LLC  
 PO Box 1539  
 Portland, OR 97207

For express or overnight mail services, please use the address below:

[Our office is moving December 1, 2023, so we have two addresses for a short time:](#)

[Use our current address until November 30, 2023:](#)

Colorado Special Districts Property and Liability Pool  
 c/o McGriff Insurance Services, LLC  
 1800 SW 1<sup>st</sup> Ave, Suite 400  
 Portland, OR 97201

[Starting December 1, 2023, use the following address:](#)

Colorado Special Districts Property and Liability Pool  
 c/o McGriff Insurance Services, LLC  
 5400 Meadows Road, Suite 240  
 Lake Oswego, OR 97035

**To ensure your payment is accurately applied, always include a copy of the invoice.**

3. Wire or ACH transfer from your own bank account. Let us know if you wish to use this method and we will be happy to provide you with the instructions.

In accordance with the Intergovernmental Agreement (IGA), you have sixty (60) days after the due date shown on the invoice to make your contribution payment. If you fail to make payment, automatic cancellation of coverage will occur on the 61<sup>st</sup> day. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at [sdaco.org](http://sdaco.org) for member information.

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.

**Annual Comparison of 2024 and 2023 contributions.**  
**Loss Ratios based on participation years from 2016 to 2023**

**Lincoln Station Metropolitan District**

Year	Contribution
2024	\$13,940.00
2023	\$12,491.00
Difference	\$1,449.00
% Difference	11.60%

General Liability	Contribution	TOE
Yr. 2024	\$2,186.00	\$760,000.00
Yr. 2023	\$2,121.00	\$790,750.00
Difference	\$65.00	NaN
% Difference	3.06%	0.00%
Loss Ratio	0.81%	

Equipment Breakdown	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2024	\$132.00	0
Yr. 2023	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2024	\$220.00
Yr. 2023	\$217.00
Difference	\$3.00
% Difference	1.38%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2024	\$65.00	\$0.00
Yr. 2023	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2024	\$1,163.00	0
Yr. 2023	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2024	\$9,705.00	\$2,300,871.00
Yr. 2023	\$8,338.00	\$2,255,757.00
Difference	\$1,367.00	\$45,114.00
% Difference	16.39%	2.00%
Loss Ratio	138.56%	

Excess Liability	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2024	\$469.00
Yr. 2023	\$455.00
Difference	\$14.00
% Difference	3.08%
Loss Ratio	0.00%



### Deductible Options

#### Lincoln Station Metropolitan District

Based on Coverage 24PL-60151-2423 data as of 10/28/2023

Auto Liability	
	\$13,940.00

General Liability	
\$0.00	\$2,186.00
\$500.00	\$1,705.00
\$1,000.00	\$1,592.00
\$2,500.00	\$1,478.00
\$5,000.00	\$1,364.00
\$7,500.00	\$1,321.00
\$10,000.00	\$1,251.00

Auto Physical Damage	
Comprehensive and Collision Deductibles	
Both	\$13,940.00

Property	
Property and Inland Marine Deductibles (IM Max	
Both \$250.00	\$11,328.00
Both \$500.00	\$9,705.00
Both \$1,000.00	\$9,553.00
Both \$2,500.00	\$9,419.00
Both \$5,000.00	\$9,322.00
Property \$7,500.00	\$9,225.00
Property \$10,000.00	\$9,106.00
Property \$25,000.00	\$8,686.00
Property \$50,000.00	\$8,263.00
Property \$100,000.00	\$7,769.00
\$5,000)	



No-Fault	
\$500.00	\$469.00
\$1,000.00	\$329.00
\$2,500.00	\$305.00
\$5,000.00	\$235.00
\$7,500.00	\$211.00

Public Officials Liability	
<b>EPLI \$100,000 &amp;:</b>	
POL \$1,000.00	\$1,163.00
POL \$2,500.00	\$1,163.00
POL \$5,000.00	\$1,163.00
POL \$7,500.00	\$1,163.00
POL \$10,000.00	\$1,163.00
<b>POL \$1,000 &amp;:</b>	
EPLI \$5,000.00	\$2,545.00
EPLI \$7,500.00	\$2,271.00
EPLI \$10,000.00	\$1,997.00
EPLI \$25,000.00	\$1,450.00
EPLI \$50,000.00	\$1,176.00
EPLI \$100,000.00	\$1,163.00

Equipment Breakdown	
	\$13,940.00



## 2024 Excess Liability Options Proposal

### This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

**Named Member:** Lincoln Station Metropolitan District

**Certificate Number:** 24PL-60151-2423

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$545	\$545
\$2,000,000	\$790	\$790
\$3,000,000	\$909	\$909
\$4,000,000	\$1,020	\$1,020
\$5,000,000	\$1,250	\$1,250
\$6,000,000	\$1,500	\$1,500
\$7,000,000	\$1,750	\$1,750
\$8,000,000	\$2,000	\$2,000

**Note: This is not your Coverage Document. It was created solely for informational purposes.**

10/28/2023



**Public Entity Liability and Auto Physical Damage Certificate Holder Declaration**

**Master Coverage Document Number:** CSD Pool CTC 01 01 24 and CSD Pool PEL 01 01 24

**Certificate Number:** 24PL-60151-2423

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Lincoln Station Metropolitan District  
 c/o CliftonLarsonAllen LLP  
 8390 East Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
 384 Inverness Parkway  
 Suite 170  
 Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
<b>Public Entity Liability Coverage including:</b>	\$2,000,000	None		
General Liability	Included	None	None	\$2,186
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$469
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	No Coverage	No Coverage	N/A	No
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
<b>Auto Physical Damage</b>	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included

**Total Contribution** \$4,015

\*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

\*\*A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

\*\*A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

\*\*\*No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

**Additional Endorsements applicable to Member:**

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:  \_\_\_\_\_  
 Authorized Representative



### Property Certificate Holder Declaration

**Master Coverage Document Number:** CSD Pool CTC 01 01 24 and CSD Pool Property 01 01 24

**Certificate Number:** 24PL-60151-2423

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Lincoln Station Metropolitan District  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Limit of Coverage per Occurrence:**

\$2,300,871 Reported Buildings, Business Personal Property, Other Scheduled Items, Outdoor Property and EDP per Schedule.

\$250,000 Business Income including Extra Expense/Rental Income sublimit unless a higher amount is specified on Schedule.  
\$ Inland Marine Scheduled items.

\$0 Excess of \$2,000,000 Earthquake Limit per occurrence and annual aggregate per Property Schedule.

\$0 Excess of \$2,000,000 Flood Limit per occurrence and annual aggregate per Property Schedule.  
Flood Zone A and Flood Zone V are subject to an all member combined limit of \$60,000,000 per occurrence and annual aggregate.

**Locations Covered:**

Per Schedules on file. Property in Course of Construction must be shown on the Schedule to be covered.

**Report of Values:**

Annual Statement of Values must be submitted and additions/deletions are to be reported as they occur.

**Perils Covered:**

Risk of Direct Physical Loss subject to the terms, conditions, and exclusions in the Master Property Coverage Document.

**Deductibles:**

\$500 Per Occurrence, except where noted on Member's Schedules

Earthquake - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.

Flood - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.

**Contribution:**

\$9,705

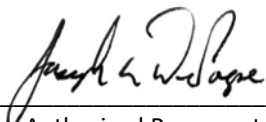
**Additional Endorsements applicable to Member:**

Cosmetic Damage Exclusion

Wind and Hail Deductible Endorsement

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Property Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:

  
Authorized Representative



## PROPERTY ENDORSEMENT

<b>Named Member:</b> Lincoln Station Metropolitan District	<b>Endorsement:</b> CSD Pool Wind Hail Deductible 01 01 23
<b>Certificate Number:</b> 24PL-60151-2423	<b>Effective Date of Endorsement:</b> 1/1/2024
<b>Issued By:</b> Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

**PROPERTY COVERAGE DOCUMENT**

**WIND AND HAIL DEDUCTIBLE**

**PLEASE READ IT CAREFULLY**

The following is added to Section 2. **DEDUCTIBLE:**

**E. Wind and/or Hail damage to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**:**

In respect to Member District's whose total scheduled property values are below \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$50,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

In respect to Member District's whose total scheduled property values are over \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$75,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

**ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.**



## PROPERTY ENDORSEMENT

<b>Named Member:</b> Lincoln Station Metropolitan District	<b>Endorsement:</b> CSD Pool Cosmetic Damage Exclusion 01 01 23
<b>Certificate Number:</b> 24PL-60151-2423	<b>Effective Date of Endorsement:</b> 1/1/2024
<b>Issued By:</b> Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

**PROPERTY COVERAGE DOCUMENT  
COSMETIC DAMAGE EXCLUSION  
PLEASE READ IT CAREFULLY**

The following is added to Section 7 PERILS EXCLUDED:

**V. Against Cosmetic Damage to Roof Surfacing** caused by or resulting from wind and/or hail to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**.

For purposes of this endorsement, the following is added to SECTION 32 ADDITIONAL DEFINITIONS:

**Roof Surfacing** means the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent covers and gutters.

**Cosmetic Damage** means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

However, this exclusion shall not apply to **Cosmetic Damage** to the front entry, areas of **Roof Surfacing** visibly apparent to a pedestrian from the street or sidewalk composing less than 25% of the roof area of a **Member District's** scheduled building or structure identified as **Real Property** or **Outdoor Property**. The **Pool** will pay for **Cosmetic Damage** to such areas, limited to less than 25% of the roof area of the scheduled building or structure, subject to all other terms, conditions and exclusions of the Property Coverage Form.

**ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.**

**Crime Certificate Holder Declaration**

**Master Coverage Document Number:** J05931794  
**Certificate Number:** 24PL-60151-2423

**Insurer:** Federal Insurance Company (Chubb)  
**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Lincoln Station Metropolitan District  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Covered Designated Agent(s):**

**Coverages and Limits:**

<b>Employee Theft:</b>	\$15,000
<ul style="list-style-type: none"> <li>· Limit is maximum for each loss</li> <li>· Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer.</li> <li>· Includes funds from a sponsored benefit plan.</li> </ul>	
<b>Public Official Faithful Performance of Duty:</b>	\$15,000
<b>Client Theft:</b>	\$15,000
<b>Forgery or Alteration:</b>	\$15,000
<b>On Premises:</b>	\$15,000
<b>In Transit:</b>	\$15,000
<b>Computer System Fraud:</b>	\$15,000
<b>Funds Transfer Fraud:</b>	\$15,000
<b>Debit, Credit or Charge Card Fraud:</b>	\$15,000
<b>Money Orders and Counterfeit Paper Currency Fraud:</b>	\$15,000
<b>Social Engineering Fraud:</b>	\$15,000

**Deductible(s):**

<b>All Crime except Social Engineer Fraud:</b>	\$250
<b>Social Engineering Fraud:</b>	20% of Social Engineering Fraud Limit

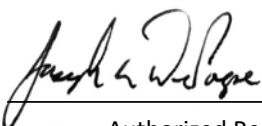
**Contribution:**

\$220

**Policy Forms:**

PF-52815 (04/20)	The Chubb Primary <sup>SM</sup> Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.**

Countersigned by:   
 \_\_\_\_\_  
 Authorized Representative



## Identity Recovery Certificate Holder Declaration

**Master Coverage Policy Number:**

CSD 2009 CP IDR Form 01 01 21

**Insurer:**

The Hartford Steam Boiler Inspection  
and Insurance Company

**Certificate Number:** 24PL-60151-2423

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Lincoln Station Metropolitan District  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Member:**

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

**Coverage:**

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

**Annual Aggregate Limit per Member:      \$35,000**

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:**

<b>\$5,000</b>	Lost Wages and Child/Elder Care
<b>\$1,000</b>	Mental Health Counseling
<b>\$1,000</b>	Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

**Claims:** For Recovery Assistance and Counseling, please call 1-800-945-4617

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:

A handwritten signature in black ink, appearing to read "Joseph W. Page", is written over a horizontal line.

Authorized Representative





## Environmental Legal Liability Certificate Holder Declaration

**Master Policy Number:** ER00A9V24  
**Certificate Number:** 24PL-60151-2423  
**Named Member:**  
 Lincoln Station Metropolitan District  
 c/o CliftonLarsonAllen LLP  
 8390 East Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111

**Insurer:** Aspen Specialty Insurance Company  
**Coverage Period:** 1/1/2024 to EOD 12/31/2024  
**Broker of Record:**  
 Highstreet TCW Risk Management  
 384 Inverness Parkway  
 Suite 170  
 Englewood, CO 80112

### Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. **Emergency Response:** Covers emergency response cost resulting from a
  - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
  - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
  
2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:**           \$1,000,000 Each Pollution Incident  
   \$5,000,000 Total Policy and Program Aggregate – Shared All Members  
**Sublimits:**   \$500,000 Environmental Crisis Aggregate  
   \$250,000 Business Interruption Aggregate  
   \$100,000 Perfluorinated Compounds Aggregate

**Member Deductible:**       \$1,000 Each Pollution Incident

**Retroactive Date:** January 1, 2009 (unless otherwise specified)  
**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

**Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

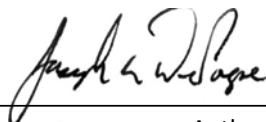
**Policy Forms:**

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

**Additional Endorsements Applicable to Named Member:**

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V23 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.**

Countersigned by:



Authorized Representative

**Terrorism, Sabotage and Malicious Attack Certificate Holder Declaration**

**Master Coverage Policy Number:**

TER P 004 CW (06/11) physical loss or damage  
33HIS00151 Terrorism Combined Liability  
TER P0027CW (05/17) Malicious Attack  
10/17 Malicious Attack combined liability

**Insurer:**

Lloyds, Hiscox Syndicate 33

**Certificate Number:** 24PL-60151-2423

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Lincoln Station Metropolitan District  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

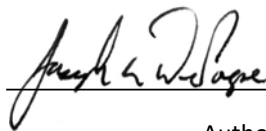
Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage for All CSD Pool Members combined	Per Occurrence Limit	Annual Aggregate Limit	Deductible
<b>All Coverages Combined</b>	n/a	<b>\$105,000,000</b>	n/a
Terrorism and Sabotage – Physical Loss or Damage	\$100,000,000	\$100,000,000	\$10,000
Terrorism – Combined Liability	\$10,000,000	\$10,000,000	\$10,000
Malicious Attack – Physical Loss or Damage & Combined Liability	\$5,000,000	\$5,000,000	\$5,000
<i>Malicious Attack Sub-limits applicable:</i>			
Prevention or Restriction of Access	\$2,500,000	\$2,500,000	\$5,000
Utilities	\$2,500,000	\$2,500,000	\$5,000
Personal Accident Costs	\$250,000	\$250,000	\$5,000
Crisis Management Costs	\$250,000	\$250,000	\$5,000

**Report all Claims to:** Phone: (800) 318-8870, ext. 1  
Email: claims@csdpool.org

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Terrorism, Sabotage and Malicious Attack Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:



Authorized Representative

**General Liability Schedule  
Metropolitan District**

**Policy Number:** 24PL-60151-2423  
**Named Member:** Lincoln Station Metropolitan District

**Coverage Period:** 1/1/2024 – EOD 12/31/2024  
**Broker:** Highstreet TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total		1/1/2024	12/31/2024
2	2-Number of Diving Boards	Total		1/1/2024	12/31/2024
3	3-Number of Water Slides	Total		1/1/2024	12/31/2024
4	4-Maximum Bond Issued	Dollars	16,725,000.00	1/1/2024	12/31/2024
5	5-Number of Bonds Issued	Total	3.00	1/1/2024	12/31/2024
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2024	12/31/2024
30	30-Number of EMT Personnel	Total		1/1/2024	12/31/2024
32	32-Paid Firefighters - Non-EMT	Total		1/1/2024	12/31/2024
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2024	12/31/2024
39	39-Pipe Line	Miles		1/1/2024	12/31/2024
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles		1/1/2024	12/31/2024
50	50-Number of Teachers	Total		1/1/2024	12/31/2024
70	70-Number of Golf Courses	Total		1/1/2024	12/31/2024
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2024	12/31/2024
98	98-Additional First Named Members	Total	0.00	1/1/2024	12/31/2024
105	105-Total Operating Expenses - Any other	Dollars	760,000.00	1/1/2024	12/31/2024
130	130-Total Operating Expenses - Park & Recreation	Dollars		1/1/2024	12/31/2024
131	131-Total Operating Expenses - Cemetery	Dollars		1/1/2024	12/31/2024
132	132-Total Operating Expenses - Soil & Water Conservation	Dollars		1/1/2024	12/31/2024

133	133-Total Operating Expenses - Pest Control	Dollars		1/1/2024	12/31/2024
134	134-Total Operating Expenses - Hospital / Health	Dollars		1/1/2024	12/31/2024
135	135-Total Operating Expenses - Drainage	Dollars		1/1/2024	12/31/2024
136	136-Total Operating Expenses - Library	Dollars		1/1/2024	12/31/2024
137	137-Total Operating Expenses - Water Control	Dollars		1/1/2024	12/31/2024
138	138-Total Operating Expenses - Fire / Ambulance	Dollars		1/1/2024	12/31/2024
139	139-Total Operating Expenses - Water	Dollars		1/1/2024	12/31/2024
140	140-Total Operating Expenses - Irrigation	Dollars		1/1/2024	12/31/2024
141	141-Total Operating Expenses - Sanitation	Dollars		1/1/2024	12/31/2024
142	142-Total Operating Expenses - Transit	Dollars		1/1/2024	12/31/2024
143	143-Total Operating Expenses - Improvement	Dollars		1/1/2024	12/31/2024
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2024	12/31/2024
215	215-Buildings & Premises Occupied by District	Sq. Ft.		1/1/2024	12/31/2024
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total		1/1/2024	12/31/2024
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2024	12/31/2024
331	331-Number of Paid Firefighters - Full-Time	Total		1/1/2024	12/31/2024
332	332-Number of Paid Firefighters - Part-Time	Total		1/1/2024	12/31/2024
333	333-Number of Volunteer Firefighters	Total		1/1/2024	12/31/2024
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2024	12/31/2024
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2024	12/31/2024
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2024	12/31/2024
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2024	12/31/2024
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2024	12/31/2024
345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2024	12/31/2024

348	348-Number of Board Members	Total	5.00	1/1/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total	0.00	1/1/2024	12/31/2024
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2024	12/31/2024
366	366-Total Payroll	Dollars	0.00	1/1/2024	12/31/2024
400	400-Number of Boats - Under 26'	Total		1/1/2024	12/31/2024
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL		1/1/2024	12/31/2024
414	414-Playground/parks (Area)	Acres		1/1/2024	12/31/2024
415	415-Number of Grandstands/Stadiums	Total		1/1/2024	12/31/2024
420	420-Vacant Land	Acres		1/1/2024	12/31/2024
450	450-Miles of Road Maintained	Miles	0.00	1/1/2024	12/31/2024
522	522-Number of Ponds, Lakes & Reservoirs	Total		1/1/2024	12/31/2024
550	550-Fire Department Area Served	Sq Miles		1/1/2024	12/31/2024
671	671-Number of Parks	Total		1/1/2024	12/31/2024
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
811	811-Number of Spillways	Total		1/1/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	552,700.00	1/1/2024	12/31/2024
924	924-Revenue from use of Swimming Pools	Dollars		1/1/2024	12/31/2024
925	925-Number of Swimming Pools	Total		1/1/2024	12/31/2024
945	945-Number of Sewage Taps	Total		1/1/2024	12/31/2024

946	946-Number of Water Mains or Connections	Total		1/1/2024	12/31/2024
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars		1/1/2024	12/31/2024
948	948-Water Line Maintenance (budget)	Dollars		1/1/2024	12/31/2024
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total		1/1/2024	12/31/2024
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total		1/1/2024	12/31/2024
999	999-Prior Acts Coverage Under a Previous "Claims Made" Policy	Premium		1/1/2024	12/31/2024

**If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.**

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

**Named Member:**

Lincoln Station Metropolitan District

**Broker:**

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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<b>Location / Premise#</b>	001-001	<b>Unique#</b>	PROP-00107834	Not Assigned	3	Replacement	<b>Buildings:</b>	\$ 0.00	\$4,320	\$	\$
Station Street Light Poles & Fixtures, Pavers	<b>Year Built:</b>	2008	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00				
9360, 9380 & 9400 Station Street	<b>Sq. Feet:</b>		<b>County:</b>	Douglas	<b>Ded:</b>	\$ 500.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80237	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$1,024,080.00			

<b>Location / Premise#</b>	001-002	<b>Unique#</b>	PROP-00113835	Not Assigned	3	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 56	\$	\$
Planters (4)	<b>Year Built:</b>		<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00				
9360, 9380 & 9400 Station Street	<b>Sq. Feet:</b>		<b>County:</b>	Douglas	<b>Ded:</b>	\$ 500.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80124	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$13,160.00			

<b>Location / Premise#</b>	001-003	<b>Unique#</b>	PROP-00107835	Not Assigned	3	Replacement	<b>Buildings:</b>	\$ 0.00	\$1,666	\$	\$
Plaza Water Fountain	<b>Year Built:</b>	2008	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00				
9360, 9380 & 9400 Station Street	<b>Sq. Feet:</b>		<b>County:</b>	Douglas	<b>Ded:</b>	\$ 500.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80237	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$394,958.00			



Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

**Named Member:**

Lincoln Station Metropolitan District

**Broker:**

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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<b>Location / Premise#</b>	001-004	<b>Unique#</b>	PROP-00107837	Not Assigned	3	Replacement	<b>Buildings:</b>	\$ 0.00	\$406	\$	\$
Plaza Trees	<b>Year Built:</b>	2008	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00				
9360, 9380 & 9400 Station Street	<b>Sq. Feet:</b>		<b>County:</b>	Douglas	Ded:	\$ 500.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80237	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$96,152.00			

<b>Location / Premise#</b>	001-005	<b>Unique#</b>	PROP-00107839	Not Assigned	3	Replacement	<b>Buildings:</b>	\$ 0.00	\$135	\$	\$
Plaza Benches	<b>Year Built:</b>	2008	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00				
9360, 9380 & 9400 Station Street	<b>Sq. Feet:</b>		<b>County:</b>	Douglas	Ded:	\$ 500.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80237	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$31,969.00			

<b>Location / Premise#</b>	001-006	<b>Unique#</b>	PROP-00113834	Not Assigned	3	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 6	\$	\$
Landscape Materials	<b>Year Built:</b>		<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00				
9360, 9380 & 9400 Station Street	<b>Sq. Feet:</b>		<b>County:</b>	Douglas	Ded:	\$ 500.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80124	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$1,318.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

**Named Member:**

Lincoln Station Metropolitan District

**Broker:**

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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<b>Location / Premise#</b>	001-007	<b>Unique#</b>	PROP-00113836	Not Assigned	3	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 34	\$	\$
Retention Pond	<b>Year Built:</b>		<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00				
9360, 9380 & 9400 Station Street	<b>Sq. Feet:</b>		<b>County:</b>	Douglas	Ded:	\$ 500.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80124	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$8,158.00			

<b>Location / Premise#</b>	001-008	<b>Unique#</b>	PROP-00107840	Not Assigned	3	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 49	\$	\$
Plaza Starry Night Lights	<b>Year Built:</b>	2011	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00				
9360, 9380 & 9400 Station Street	<b>Sq. Feet:</b>		<b>County:</b>	Douglas	Ded:	\$ 500.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80237	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$11,735.00			

<b>Location / Premise#</b>	001-009	<b>Unique#</b>	PROP-00107841	Not Assigned	3	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 42	\$	\$
Plaza Mail Box Fed X Paper Coral	<b>Year Built:</b>	2008	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00				
9360, 9380 & 9400 Station Street	<b>Sq. Feet:</b>		<b>County:</b>	Douglas	Ded:	\$ 500.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80237	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$10,070.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

**Named Member:**

Lincoln Station Metropolitan District

**Broker:**

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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<b>Location / Premise#</b>	001-010	<b>Unique#</b>	PROP-00107838	Not Assigned	3	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 34	\$	\$
Plaza Trash Cans	<b>Year Built:</b>	2008	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00				
9360, 9380 & 9400 Station Street	<b>Sq. Feet:</b>		<b>County:</b>	Douglas	<b>Ded:</b>	\$ 500.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80237	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$8,176.00			

<b>Location / Premise#</b>	001-011	<b>Unique#</b>	PROP-00107836	Not Assigned	3	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 12	\$	\$
Plaza Bike Loops	<b>Year Built:</b>	2008	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00				
9360, 9380 & 9400 Station Street	<b>Sq. Feet:</b>		<b>County:</b>	Douglas	<b>Ded:</b>	\$ 500.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80237	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$2,951.00			

<b>Location / Premise#</b>	001-012	<b>Unique#</b>	PROP-00107833	Not Assigned	3	Replacement	<b>Buildings:</b>	\$ 0.00	\$2,162	\$	\$
Sand Filter Basin	<b>Year Built:</b>	2011	<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00				
9360, 9380 & 9400 Station Street	<b>Sq. Feet:</b>		<b>County:</b>	Douglas	<b>Ded:</b>	\$ 500.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80237	<b># Stories</b>		<b>Flood Zone:</b>	Zone X			<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No				<b>Otherwise Classified:</b>	\$512,551.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

**Named Member:**

Lincoln Station Metropolitan District

**Broker:**

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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<b>Location / Premise#</b>	002-001	<b>Unique#</b>	PROP-00116271	Not Assigned	1	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 50	\$	\$
Tree Grates (2)		<b>Year Built:</b>		<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00			
(North Side along Station Way) 9360 Station Street		<b>Sq. Feet:</b>		<b>County:</b>	Douglas	<b>Ded:</b>	\$ 500.00	<b>EDP:</b>	\$ 0.00		
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80124		<b># Stories</b>		<b>Flood Zone:</b>	Zone X		<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No		<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No			<b>Otherwise Classified:</b>	\$11,832.00			

<b>Location / Premise#</b>	003-001	<b>Unique#</b>	PROP-00116272	Not Assigned	1	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 75	\$	\$
Tree Grates (3)		<b>Year Built:</b>		<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00			
Along west side of 9380 Station Street		<b>Sq. Feet:</b>		<b>County:</b>	Douglas	<b>Ded:</b>	\$ 500.00	<b>EDP:</b>	\$ 0.00		
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80124		<b># Stories</b>		<b>Flood Zone:</b>	Zone X		<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No		<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No			<b>Otherwise Classified:</b>	\$17,748.00			

<b>Location / Premise#</b>	004-001	<b>Unique#</b>	PROP-00116273	Not Assigned	1	Replacement	<b>Buildings:</b>	\$ 0.00	\$ 50	\$	\$
Tree Grates (2)		<b>Year Built:</b>		<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00			
Along East side of parking lot (south side of 9380-9400 Station Street buildings)		<b>Sq. Feet:</b>		<b>County:</b>	Douglas	<b>Ded:</b>	\$ 500.00	<b>EDP:</b>	\$ 0.00		
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80124		<b># Stories</b>		<b>Flood Zone:</b>	Zone X		<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No		<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No			<b>Otherwise Classified:</b>	\$11,832.00			

**Property Schedule**

Coverage Period: 1/1/2024-EOD 12/31/2024

**Named Member:**

Lincoln Station Metropolitan District

**Broker:**

Highstreet TCW Risk Management

Per Occurrence Deductible: \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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<b>Location / Premise#</b>	005-001	<b>Unique#</b>	PROP-00113833	Not Assigned	3	Replacement	<b>Buildings:</b>	\$ 0.00	\$167	\$	\$
Trees (20)		<b>Year Built:</b>		<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00			
Throughout District Boundaries		<b>Sq. Feet:</b>		<b>County:</b>	Douglas	Ded: \$ 500.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80237		<b># Stories</b>		<b>Flood Zone:</b>	Zone X		<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No		<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No			<b>Otherwise Classified:</b>	\$39,542.00			

<b>Location / Premise#</b>	005-002	<b>Unique#</b>	PROP-00114295	Not Assigned	3	Replacement	<b>Buildings:</b>	\$ 0.00	\$441	\$	\$
Signs (Stop Signs, Parking Signs, etc.)		<b>Year Built:</b>		<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00			
Throughout District Boundaries		<b>Sq. Feet:</b>		<b>County:</b>	Douglas	Ded: \$ 500.00	<b>EDP:</b>	\$ 0.00			
							<b>Business Inc:</b>	\$ 0.00			
Lone Tree, CO 80237		<b># Stories</b>		<b>Flood Zone:</b>	Zone X		<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No		<b>Excess Quake Applies:</b> No		<b>Excess Flood Applies:</b> No			<b>Otherwise Classified:</b>	\$104,639.00			

Totals:	<b>Buildings:</b>	\$0.00	\$9,705.00	\$0.00	\$0.00
	<b>Contents:</b>	\$0.00			
	<b>EDP:</b>	\$0.00			
	<b>Business Inc:</b>	\$0.00			
	<b>UG Pipes:</b>	\$0.00			
	<b>Otherwise Classified:</b>	\$2,300,871.00			



**Property Schedule**

**Coverage Period:** 1/1/2024-EOD 12/31/2024

**Named Member:**

Lincoln Station Metropolitan District

**Broker:**

Highstreet TCW Risk Management

**Per Occurrence Deductible:** \$ 500.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Minimum Property Contribution:

## 2024 CSD Pool General Coverage Notes

### Drones

We are seeing many Districts either purchase or entertain purchasing Drones. The CSD Pool now offers coverage. To trigger liability coverage, subject to a \$200,000 sublimit, for member owned drones, we will want to add the number of drones to the GL Schedule to account for the liability at no cost. If you would like physical damage for the Drone itself, you must add the drone to the inland marine schedule subject to a maximum limit of \$25,000. Please contact us if you have or are considering purchasing one, so that we may help you secure the appropriate Coverage.

### Property Coverages:

Property Coverage applies only at the locations listed on the policy. Verify that all locations at which you have property are listed in the declarations.

#### **If an item or location is not listed on the policy, there is no coverage**

The limit of insurance is the amount you have listed on your schedule. Verify the limits of insurance for all lines of coverage (Building, Contents - to include tenant improvements if required in contract, Outdoor Property, EDP – Computer, and Business Income) are enough to cover a total loss to that item.

The sublimit for outdoor property includes \$25,000 for Outdoor Property (permanently affixed structures or equipment) that is within 1,000 feet of a scheduled premise. Outdoor property includes exterior signs attached or detached, lighting, fences, flagpoles, pavilions, park/playground entities, paved walkways, driveways or parking lots. The valuation for this property is **actual cash value**. To have replacement cost valuation, the outdoor property must be scheduled on the property policy.

When scheduling property, keep in mind that items such as excavation, dirt work, and landscape mulch are not covered property or expenses. They are excluded under the land and land improvements exclusion.

#### **Consider increasing property values**

Due to the recent spike in labor and material cost to the state of Colorado, we would recommend you consider increasing your property values to account for these increases and to help assure that in the event of a loss, your property is adequately covered.

Computer Coverage is provided with a \$250,000 sublimit for any scheduled location. If you have more than \$250,000 of computer equipment, please let us know so that we can help you address the coverage. If you have less than \$250,000, you should not be scheduling the equipment as it may have a limiting effect on coverage. Sublimit for Member Personal Computer/Computing Equipment - \$1,500 Sublimit with a \$10,000 aggregate.



Equipment Breakdown coverage is automatically included for scheduled buildings and business personal property. Coverage applies to outdoor property (NOC-not otherwise classified) only when specified on the schedule. If your outdoor property has electrical components please check the field "NOC Equipment Breakdown Applies" when updating your 2024 schedule. Please contact us if you need help with your property schedule.

Loss of Income and Extra Expense coverage is provided with a \$250,000 sublimit. If damage to one of your properties could cause you to lose in excess of \$250,000 of revenue or would increase your operating costs by over \$250,000, please let us know so that we can help you address the coverage.

### **Roofs and Hail**

The Pool policy carries a 2% deductible for property losses caused by hail. Your deductible will be 2% of the value of the damaged property with a \$5,000 minimum and \$50,000 maximum deductible. For any real property over \$25,000,000 – deductible is \$75,000.

The Pool is offering a deductible buy down option to a flat \$5,000 hail deductible. For pricing, please let us know (last year it was about a 30% surcharge to building and not otherwise classified property premiums).

The Pool policy has a cosmetic damage waiver. The endorsement waives coverage for claims involving wind and hail damage to a roof that suffers only cosmetic damage. Cosmetic damage refers to scuffs and dents that do not affect the structural integrity of your roof and are not visible to patrons of your facility.

If the age of your District's roof exceeds the manufacturer's expected usage warranty, the Pool will assess the value of the roof on Actual Cash Value. Actual Cash Value is the cost to replace the roof less depreciation.

The Pool is adding a building vacancy provision to the property policy. The provision states losses to buildings that are vacant for more than 60 days will be valued at Actual Cash Value unless reasonable steps are taken to maintain heat in the building or the building was winterized prior to becoming vacant.

The Excess/Umbrella Liability policy does not provide coverage for damage to property owned by the District.

Flood coverage and additional flood coverage is available. Consider the Stafford Act when considering higher flood limits and whether or not to cover specific property. If you sustained flood damage, paid for by FEMA, the Act may prevent future FEMA payments should you incur damage to uninsured property for a second time.

There is a lot of development and construction in Colorado. Property in the course of construction is not automatically covered. If you have this exposure, please let us know so that we can help you obtain the appropriate coverage.

### **Inland Marine/Auto Coverages:**

Any vehicle or piece of equipment that is licensed for use on the road needs to be scheduled on the Auto policy – in lieu of the Inland Marine policy. Please verify that all pieces of equipment such as Snowplows, ATVs, UTVs, etc. are itemized on the appropriate auto or inland marine schedule.





### **Auto Physical Damage Deductibles:**

For Comprehensive and/or Collision claims, involving losses to more than 5 vehicles in a single occurrence, the deductible for the loss will be limited to the deductibles on the 5 vehicles with the largest deductibles.

### **Crime and Employee Dishonesty Coverage:**

We find that many districts have elected to carry minimal limits (\$5,000 or \$10,000) of Employee Dishonesty Coverage. We are seeing a sharp increase in claims in this area and often these limits turn out to be too low. **We highly recommend an increase in limits to a minimum of \$100,000.**

For those with budgets in excess of \$1,000,000 we can provide you with a tool to help determine appropriate limits. Please contact us if you would like to review your Limit.

Third Party Accounting and Bookkeeping Services. Many Districts do not have employees, but instead employ a third party / independent contractor to handle their financials. As the service does not qualify as an employee, the POOLs Employee Dishonesty coverage will not cover the loss. The District needs to be sure the third party / independent contractor has their own Crime coverage in place, with Third-Party coverage for the District's protection. NOTE: There is no coverage for the entity owner, only for employees of the third party / independent contractor.

If you are dealing with a one-person operation, a 'Designated Agent Addendum' is available through the POOL that can be added to the existing Crime policy, to provide protection from loss by the third party / independent contractor. The additional contribution to add the Designated Agent Addendum to the Crime policy starts at \$350 minimum. In order for the POOL to consider eligibility and provide a formal quote, they require a Designated Agent Questionnaire.

Fraudulent Impersonation Coverage sometimes referred to as Social Engineering pays for the voluntary parting of money and securities caused by fraudulent instruction. The limit for this coverage is the same as the employee dishonesty limit up to \$250,000. The deductible for this coverage is substantial at 20% of the Fraudulent Impersonation Limit.



### **Liability Coverages:**

The Liability policy has a sublimit for Securities Claims. The annual limit is \$1,250,000 and that limit is reduced by the cost of defense.

**Excess Liability** – this coverage increases the limit of insurance available in any one occurrence for Liability Claims, Public Officials Liability Claims, Employment Practices Liability Claims, and Auto Liability Claims.

**Employment Practices Liability** - Similar to Crime Coverage, we are seeing an increase in claim activity from Employment Related Practices claims. The CSD Pool deductible is 50% of both loss and defense costs up to the point your portion reaches the deductible on your declarations page – Per Occurrence. The standard deductible is 50% up to \$100,000. We recommend consideration of lower deductible options.

**No Fault Water and Sewer Back Up** – Coverage includes a per residence/commercial occupancy limit of \$10,000 with a \$200,000 per occurrence aggregate limit. An all Member Pool coverage aggregate of \$1,000,000 also applies.

The CSD Pool has also contracted with ServPro to help homeowners address backups to their homes. ServPro is offering preferred pricing and expedited response services to CSD Pool customers. For information on this program, please contact us.

**Pollution Liability – Water and Sewer Lines.** If you want coverage for the release of pollutants from water or sewer lines, the lines must be scheduled on the property policy. **This would hold true for issues associated with lines that are located on your scheduled premises – they must be specifically schedule for coverage to apply.** We have very few lines scheduled, so it is very likely pollution coverage for your district would not apply to pollutant escape from your lines. We want you to be aware of this situation and are happy to get quotes for you to provide the coverage.

**Above Ground Tanks** – With the exception of water tanks, in order for **General Liability** coverage to apply to loss associated with a tank, the tanks must be noted on the liability schedule. If you have tanks (other than water), please make sure the appropriate number of tanks is listed on your General Liability schedule. For **Pollution Liability** (i.e. seepage of fuel from an above ground tank) to apply, the tanks must also be schedule on your property policy. Underground tanks are not covered and must be specifically underwritten separately, contact us for an application.

**\*\*Volunteer Accident Coverage** - If you list volunteers on your GL schedule, they will be provided accident coverage. The coverage is Excess of Health Insurance with a \$25,000 Limit and the cost is based on hours. Be sure to include it in your General Liability schedule. It also includes an AD&D component with limits from \$12,500-\$50,000 depending on the injury (2020 info, pending update).



**Cyber Liability** – A \$200,000 limit of liability (subject to a \$1,000,000 All Member maximum) is included in your policy. This is an automatic coverage designed to support smaller district and provide coverage for small losses for other Districts. We have numerous Districts and clients that have experienced cyber losses, such as hacking and ransomware, and we have seen claims nearing \$1,000,000. **We highly recommend considering higher limits. Please contact us to discuss.**

**Sanitation Maintenance Warranty** – For Districts with sanitation operations The Pool offers a discount on the general liability contribution associated with the sanitation operations. There is a requirement that you meet certain criteria at the time of loss with this program. Contact us to discuss the discount and program criteria.

**Homeowners Association Functions** – the CSD Pool requires that you identify the number of homes in your District for which the District is performing architectural control, design review, and/or covenant enforcement. There will be a charge for these operations.

### **Claims:**

If you experience a property loss, please promptly report the claim to TCW Risk Management prior to beginning any work. If you repair your property without giving the adjuster the opportunity to assess the loss, they have the right to reject your claim. However, if there is a risk of additional damage occurring, it is imperative that you take necessary steps to prevent further loss. Please take photos and document well. Should you have questions, please call us.

If there is the potential of a liability claim, you must notify TCW of the circumstances surrounding the claim as soon as possible. If a formal written or verbal demand for damage is received, please forward it to TCW immediately.



### **Workers' Compensation Coverages:**

**Volunteers.** The state statute prescribes coverage for certain type of volunteers, for Special Districts the only volunteer group we typically see covered by statute are Fire/EMS service providers. Those truly providing Fire and EMS services, not peripheral type services like you might see from an auxiliary (traffic assistance, food service, etc.).

If your volunteer group is not providing Fire or EMS services, they are very likely not covered. The assumed minimum payroll for volunteer firefighters is \$2,500 per volunteer firefighter.

There has been significant discussion in how volunteer firefighter's lost wages are calculated in the event of an injury. If the volunteer does NOT receive a stipend, they would receive the State's weekly maximum wage (currently \$1023). In the event you stipend your volunteers, the CSD Pool currently basis their lost wage payment on that stipend. So, if your volunteer is stipend \$100 a month, they would receive 66% of \$25 (\$100 a month divided by 4 weeks) as their weekly wage replacement. Should the volunteer be unable to perform their other regular work, the wage replacement would be increased, up to the State's weekly maximum, to reflect lost wages from their other employment.

**Out of State Operations.** If any of your employees are working out of state or traveling to or through other states as part of their job – particularly to WY, WA, OH and ND – please call us to discuss additional steps necessary to make sure you are appropriately covered.

### **Workers' Compensation – Board Member Only Coverages:**

**\*\*Board Member Only Coverage.** The annual minimum contribution for Board Member Only coverage will stay at \$450.

**Board Members.** C.R.S. Section 8-40-202 (l)(B) requires coverage on board members unless an annual filing is made with the Division of Insurance 45 days ahead of the coverage term.

If a board member is injured, their wage replacement would be based on the compensation they receive for their board duties (typically \$100 a month). If they do not receive compensation for board duties, unlike a volunteer firefighter (who receive the State's weekly maximum) they would not receive any wage replacement. Should the board member be unable to perform their other regular work, the wage replacement would be increased, up to the State's weekly maximum, to reflect lost wages from their other employment.

Board Member Only coverage is designed to cover work-related injuries and illness for board members while in the course and scope of their duties as board members, which are administrative functions. Other job assignments outside of their normal administrative duties, such as occasionally working at a water or sewer plant, helping with landscape maintenance, meter reading, plowing snow, and so forth, are not considered to be duties to be performed by board members and may lead to denial of claims due to misrepresentation of a material exposure to loss. Any job functions not in the normal board member administrative scope must be reported to our agency for appropriate classification. An additional contribution will then be assessed based on assumed comparative wages to compensate for the inherent exposure of other duties being performed. Not reporting accurately may also affect prior years as the NCCI administrative rules allow for audits to be conducted and reconciled for corrected contribution payments for the prior three (3) years.



Attached are the district's **2024 Workers' Compensation Board Member Only (BMO)** renewal documents, which includes the renewal invoice, payment instructions, declarations page, and certificates if applicable.

The minimum stipend per board member continues to be \$1,200 a year for each board member (i.e.: the minimum total stipend for five (5) board members is \$6,000). The annual minimum contribution remains the same at \$450.

**There are a couple of important dates to mark on your calendar:**

- By **October 20, 2023**, let us know if you would like to make any changes to the renewal coverage.
- By **January 1, 2024**, renewal payment is due.
- By **January 30, 2024**, WC coverage is subject to cancellation for non-payment. If the CSD Pool does not receive payment by January 30, 2024, Workers Compensation coverage will cancel for non-payment.

As a reminder, BMO coverage is designed only for work-related injuries and illness for board members while in the course and scope of their duties as board members, which are strictly administrative functions. If any of the following scenarios apply to your district, you must report it to us for proper classification:

- Non-administrative functions performed by any board member, such as occasionally working at a water/sewer, or other plant operations, helping with landscaping or maintenance, meter reading, plowing snow, and so forth.
- Entering into a contract with a party, whether verbally or written, to perform work for your district, when the party does not provide proof of his/her own workers' compensation insurance coverage.
- Hiring district employee(s).

Not reporting accurately may also affect prior years' coverages as the NCCI administrative rules allow for Audits to be conducted and reconciled for corrected contribution payments for the prior three (3) years.

It is important to note that board members are considered employees under the current Colorado Revised Statute while in the course and scope of their board member administrative duties; therefore, coverage is required unless the district opts out by filing a statement with the Colorado Division of Workers' Compensation no less than 45 days before the start of the coverage year along with an annual resolution adopted and signed by each board member. If the district decides to opt out, please send us a copy of the statement and resolution so that we can properly update our file and non-renew the district's coverage. **Please also note that opting out or canceling BMO coverage will lead to the loss of the 8% Multi Program Discount associated with the district's Property & Liability coverage.**

Finally, the district may qualify for the CSD Pool's SDA Conference Scholarship Program. The CSD Pool sponsors board members who have never attended a Special District Association of Colorado (SDA) Annual Conference in September.

Thank you for renewing your Workers' Compensation Board Member Only coverage with us. If you have any questions regarding your renewal, please do not hesitate to contact us.

**TCW Risk Management Renewal Team**

On behalf of Nikki Rickord & Sebastian Arulraj

303.872.1930 • [tcwinfo@tcwrm.com](mailto:tcwinfo@tcwrm.com)



If the recipient of this email is not the intended recipient or has otherwise received the email in error, please notify the sender immediately by return email and delete the original email (together with any copies of it) from the recipient computer system without retaining, using, or reproducing the email or its contents.

## Workers' Compensation Coverage Invoice

**District:** Lincoln Station Metropolitan District  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Broker:** TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage No.		Entity ID		Effective Date		Expiration Date		Invoice Date	
24WC-60151-0572		60151		1/1/2024		EOD 12/31/2024		8/14/2023	
Class Code	Description	No. of Employees		No. of Volunteers	2024 Rate	2024 Estimated Employee Payroll	2024 Estimated Volunteer Payroll	Estimated Manual Contribution	
		FT	PT						
8811	Board Member Coverage	0	0	5	0.75	\$0.00	\$6,000.00	\$45.00	

Manual Contribution:		\$45.00
Experience Modification:	×	1.00
Modified Contribution:	=	\$45.00
Minimum Contribution:		\$450.00
Contribution Volume Credit:	-	\$0.00
Designated Provider Discount:	-	\$0.00
Cost Containment Credit:	×	1.00
Manual Adjustment:	×	
Multi-Program Discount:	×	1.00
Estimated Annual Contribution:	=	\$450.00
Pro Rata Factor:	×	1.00
<b>Total Estimated Contribution:</b>	<b>=</b>	<b>\$450.00</b>
<b>Total Amount Due:</b>		<b>\$450.00</b>

**Estimated payroll is subject to yearend audit.  
Commission \$27.00 (9% first year and 6% thereafter) is paid to the broker reflected above.**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

**Please remit to:** Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
billing@csdpool.org  
800-318-8870 ext. 3



## Workers' Compensation and Employer's Liability Declarations Page

**Coverage Number:** 24WC-60151-0572  
**Coverage Period:** 1/1/2024 — EOD 12/31/2024

**FEIN:** 72-1556846  
**Entity ID:** 60151

**Named Member:**

Lincoln Station Metropolitan District  
 c/o CliftonLarsonAllen LLP  
 8390 East Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111-2814

**Broker of Record:**

TCW Risk Management  
 384 Inverness Parkway  
 Suite 170  
 Englewood, CO 80112

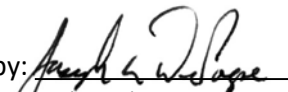
**Coverage is provided for only those coverages and classifications indicated below.**

**State:** Colorado  
**Limits of Liability:** Coverage A Workers' Compensation Statutory  
 Coverage B Employer's Liability \$2,000,000  
**Annual Contribution:** \$450.00

Class	Description	2024 Estimated Employee Payroll	2024 Estimated Volunteer Payroll
8811	Board Member Coverage	\$0.00	\$6,000.00

This Declarations page is made and is mutually accepted by the Pool and Named Member subject to all terms that are made a part of the Workers' Compensation Coverage Document. This Declarations page represents only a brief summary of coverages. Please refer to the Coverage Document at [csdpool.org](http://csdpool.org) for actual coverages, terms, conditions, and exclusions. Named Member must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement.

Countersigned by:

  
 Authorized Representative  
 Colorado Special Districts Property and Liability Pool

Date: 8/14/2023



## Payment Instructions

The contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
1800 SW 1<sup>st</sup> Ave, Suite 400  
Portland, OR 97201

**To ensure that your payment is accurately applied, please always include a copy of the invoice.**

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60<sup>th</sup> day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at [sdaco.org](http://sdaco.org) for member information.

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.



## RECORD OF PROCEEDINGS

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MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
LINCOLN STATION METROPOLITAN DISTRICT (THE “DISTRICT”)  
HELD  
SEPTEMBER 25, 2023

A special meeting of the Board of Directors of the Lincoln Station Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, September 25, 2023, at 11:00 a.m., via both Microsoft Teams conference call and at the offices of CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111. The meeting was open to the public.

### ATTENDANCE

Directors In Attendance Were:

Nathan Melchior, President (*via audio/video conference*)  
James R. Francescon, Assistant Secretary (*via audio/video conference*)  
Natalie L. Dustman, Assistant Secretary (*via audio/video conference*)

Absent and excused was Director Bayens.

Also, In Attendance Were:

Anna Jones (*attending in person*), Shauna D’Amato and Carrie Beacom (*via audio/video conference*); CliftonLarsonAllen LLP (“CLA”)  
Alicia J. Corley; Icenogle Seaver Pogue, P.C. (*via audio/video conference*)  
Michael Lund; Piper Sandler & Co. (*via audio/video conference*)  
Kenneth Guckenberger; Kutak Rock LLP (*via audio/video conference*)

### ADMINISTRATIVE MATTERS

**Call to Order and Approval of Agenda:** The meeting was called to order at 11:04 a.m. by Director Melchior. Following review, upon a motion duly made by Director Melchior, seconded by Director Dustman and, upon vote, unanimously carried, the Board approved the agenda, as presented, and excused the absence of Director Bayens.

**Disclosures of Potential Conflicts of Interest:** The Board discussed the requirements of Colorado law that certain disclosures would be required prior to taking official action at the meeting. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable written disclosures made by the Board members prior to this meeting in accordance with statute to permit official action to be taken at the meeting. Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Director Melchior disclosed his association with Spectrum Properties, Ltd. This

## RECORD OF PROCEEDINGS

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disclosure is associated with approval of items on the agenda that may affect his interests.

Director Francescon disclosed his ownership interest in Century Communities, Inc., which owns property within the District. Director Francescon also disclosed that he is employed with Century Communities, Inc. This disclosure was associated with approval of items on the agenda that could affect his interest.

Director Dustman disclosed her ownership interest in Century Communities, Inc., which owns property within the District. Director Dustman also disclosed that she is employed by Century Communities, Inc. This disclosure was associated with approval of items on the agenda that could affect her interests.

It was noted by Attorney Corley that disclosures of potential conflicts of interest were filed with the Secretary of State and Board for Directors Melchior, Dustman, and Francescon, and no additional conflicts were disclosed at the meeting.

**Quorum/Confirmation of Meeting Location/Posting of Notice:** Quorum was confirmed and the meeting was properly noticed.

**Public Comment:** None.

### CONSENT AGENDA

The Board considered the following actions:

- **Approve September 12, 2023 Special Meeting Minutes**

Upon a motion duly made by Director Melchior, seconded by Director Dustman and, upon vote, unanimously carried, the Board approved and/or ratified the consent agenda, accordingly.

### FINANCIAL MATTERS

**Consider Resolution Authorizing Approval of Loan Agreement by and between Lincoln Station Metropolitan District and NBH Bank for the issuance of the District's \$6,800,000 Tax-Exempt Senior Limited General Obligation Refunding Term Loan, Series 2023A-1 :** Mr. Guckenberger and Mr. Lund provided an overview and updates to the Board. Mr. Lund also noted that 20-year terms have been updated in the agreements. Following review and discussion, upon a motion duly made by Director Dustman, seconded by Director Melchior and, upon vote, unanimously carried, the Board adopted the Resolution Authorizing Approval of Loan Agreement by and between Lincoln Station Metropolitan District (the "District") and NBH Bank for the issuance of the District's \$6,800,000 Tax-Exempt Senior Limited General Obligation Refunding Term Loan, Series 2023A-1 (the "Series 2023A-1 Loan"), and

## RECORD OF PROCEEDINGS

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authorized Director Melchior to work with bond counsel to lock in the Series 2023A-1 loan rate now.

**Resolution Authorizing Approval of Loan Agreement by and between Lincoln Station Metropolitan District and NBH Bank for the issuance of the District's \$7,700,000 Taxable Convertible to Tax-Exempt Senior Limited General Obligation Refunding Term Loan, Series 2023A-2:** Mr. Guckenberger and Mr. Lund provided an overview and updates to the Board. Mr. Lund also noted that 20-year terms have been updated in the agreements. Following review and discussion, upon a motion duly made by Director Melchior, seconded by Director Dustman and, upon vote, unanimously carried, the Board adopted the Resolution Authorizing Approval of Loan Agreement by and between Lincoln Station Metropolitan District and NBH Bank for the issuance of the District's \$7,700,000 Tax-Exempt Senior Limited General Obligation Refunding Term Loan, Series 2023A-2.

**Additional documents necessary for approval and issuance of the 2023 Loans:** No additional action necessary.

LEGAL  
MATTERS

None.

MANAGER  
MATTERS

None.

DIRECTOR  
MATTERS

None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, Director Melchior adjourned the meeting at 11:33 a.m.

Respectfully submitted,

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

**LINCOLN STATION METRO DISTRICT  
INTERIM CLAIMS  
JULY 19, 2023 - NOVEMBER 8, 2023**

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
9/1/2023	Brightview Landscape Services, Inc.	8523047	\$ 850.00
9/1/2023	Schindler Elevator Corp.	8106315531	326.62
9/5/2023	Advantage Security, Inc.	471395	1,160.00
9/5/2023	CDR Construction LLC	1279	1,790.55
9/5/2023	CliftonLarsonAllen, LLP	Multiple	22,220.64
9/5/2023	Comcast	Multiple	815.98
9/5/2023	Icenogle Seaver Pogue, P.C	23918	4,516.00
9/5/2023	McDonald Land Holdings, LLC	Multiple	7,348.19
9/5/2023	Roth Property Maintenance, LLC	66559	4,415.53
9/5/2023	Spectrum Properties LTD	Multiple	2,809.46
9/5/2023	Tryg Group	Multiple	767.00
9/29/2023	CliftonLarsonAllen, LLP	3840562	2,939.87
9/29/2023	Icenogle Seaver Pogue, P.C	24096	2,680.50
10/16/2023	Brightview Landscape Services, Inc.	Multiple	1,471.98
10/16/2023	Orkin Pest Control	Multiple	579.95
10/17/2023	Advantage Security, Inc.	472455	1,160.00
10/17/2023	Bailey Tree LLC	Multiple	2,595.00
10/17/2023	CDR Construction LLC	1286	4,093.44
10/17/2023	CliftonLarsonAllen, LLP	3874734	6,758.33
10/17/2023	CliftonLarsonAllen, LLP	3869401	7,945.07
10/17/2023	Icenogle Seaver Pogue, P.C	24258	2,585.00
10/17/2023	McDonald Land Holdings, LLC	9/23MLH	4,565.67
10/17/2023	Roth Property Maintenance, LLC	66919	4,415.53
10/17/2023	Schindler Elevator Corp.	Multiple	967.96
10/17/2023	Spectrum Properties LTD	09/23OLS	1,425.56
11/8/2023	Advantage Security, Inc.	Multiple	3,156.50
11/8/2023	Brightview Landscape Services, Inc.	8612151	850.00
11/8/2023	CDR Construction LLC	Multiple	9,205.86
11/8/2023	CliftonLarsonAllen, LLP	3918015	3,999.12
11/8/2023	CliftonLarsonAllen, LLP	3908866	9,927.23
11/8/2023	Comcast	Multiple	804.04
11/8/2023	Icenogle Seaver Pogue, P.C	24358	3,003.00
11/8/2023	McDonald Land Holdings, LLC	10/23MLH	6,809.84
11/8/2023	Reidy Metal Services, Inc.	DM78367	53.50
11/8/2023	Roth Property Maintenance, LLC	67259	4,415.53
11/8/2023	Schindler Elevator Corp.	8106366410	326.62
11/8/2023	Spectrum Properties LTD	10/23OLS	1,877.71
11/8/2023	Tryg Group	6234	2,019.00
			\$ 137,651.78

**LINCOLN STATION METROPOLITAN DISTRICT  
SECURITY SERVICES CONTRACT**

This **SECURITY SERVICES CONTRACT** (“Contract”) is entered into effective as of January 1, 2024, 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, 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 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 Contractor shall further provide security guard services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A-3** attached hereto and incorporated herein by this reference (the “Security Guard Services”). The Security Services, Video Monitoring Services and Security Guard 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 **One Thousand One Hundred Sixty and 00/100s** Dollars per month (\$1,160.00/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 Seven Hundred Thirty Eight and 35/100s Dollars per month (\$738.35/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 for Security Guard Services. The District shall compensate the Contractor for all labor, equipment and material necessary to provide the Security Guard Services for a not to exceed amount of Forty Five Thousand Seventeen and 04/100s Dollars (\$45,017.04) on a time and materials basis, according to the rate schedule as described in **Exhibit A-3**, attached hereto and incorporated herein, subject to District annual appropriations and in accordance with and subject to all of the conditions of this Contract (the “Security Guard Compensation”).

2.4. Compensation. The Security Services Compensation, the Video Monitoring Compensation and the Security Guard 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.

2.5. Additional Services. If the District provides Contractor with a written request for services in addition to those listed in Exhibits A-1, A-2, and A-3 (“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.

2.6. 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.

2.6.1. 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.

2.6.2. 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.

2.6.3. 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.

2.7. 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.

2.8. In compliance with Section 24-91-103.6, Colorado Revised Statutes ("C.R.S."), the following statements are included in this Contract:

2.8.1. 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.

2.8.2. 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.

2.8.3. 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, 2024, 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. INDEMNIFICATION.**

Subject to the provisions of Section 13-50.5-102(8), C.R.S., 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.*, C.R.S. 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), C.R.S., 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), C.R.S., 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), C.R.S., 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.

## **6. INSURANCE.**

6.1. 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 6.2. 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 6.3. 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.

### 6.2. Minimum Insurance Coverages.

6.2.1. 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.

6.2.2. 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).

6.2.3. 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.

6.2.4. 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.

6.2.5. 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.

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

6.3. 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.

6.4. 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.

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

6.5.1. 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.

6.5.2. 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.

6.6. 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).

6.7. 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.

6.8. 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.

6.9. 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.

6.10. 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 6. 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 6. 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.

## 7. TERMINATION.

### 7.1. Types of Termination.

7.1.1. 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.

7.1.2. 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.

7.2. 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.

7.3. Payment and Liabilities Upon Termination.

7.3.1. 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.

7.3.2. 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.

7.4. 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:

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

7.4.2. 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.

**8. 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.

**9. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.**

9.1. 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.*, C.R.S., 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.

9.2. 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.

9.3. 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.

**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 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.**

**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 6.10 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 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](mailto: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](mailto: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

13.3. 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.

13.4. 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.

13.5. 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.

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

13.7. 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.

13.8. 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.

13.9. 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.

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

13.11. 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.

13.12. 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.

13.13. 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.

13.14. 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.

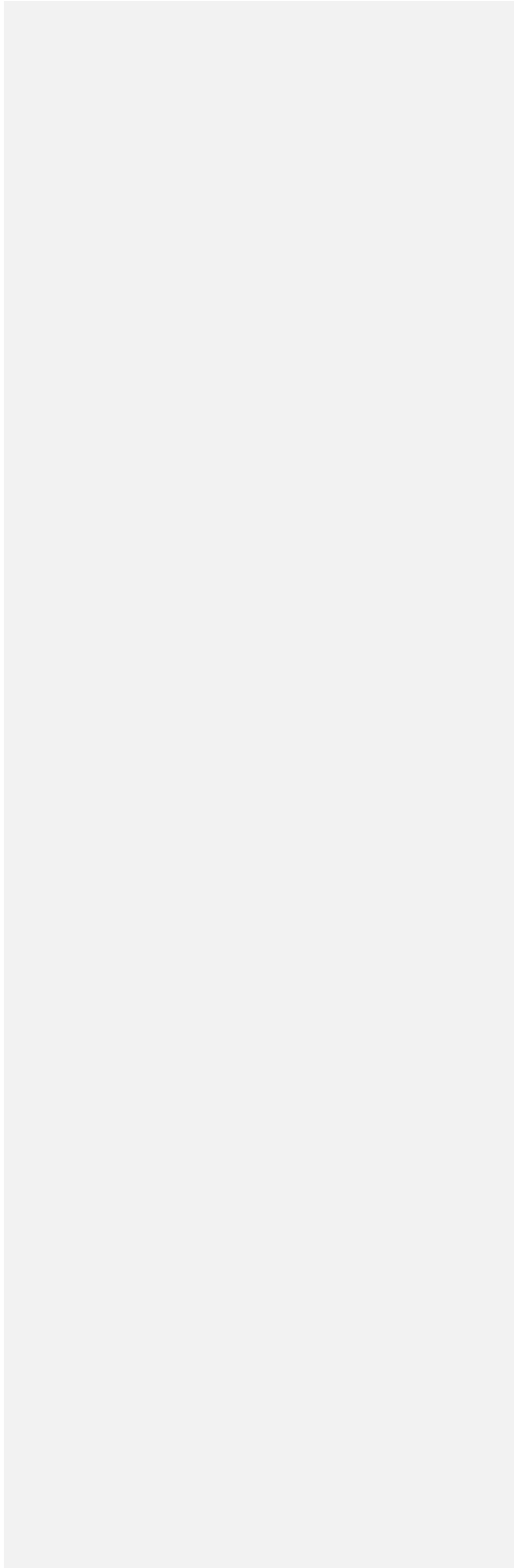
**CONTRACTOR:**

ADVANTAGE SECURITY, INC.

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

**ATTEST:**

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



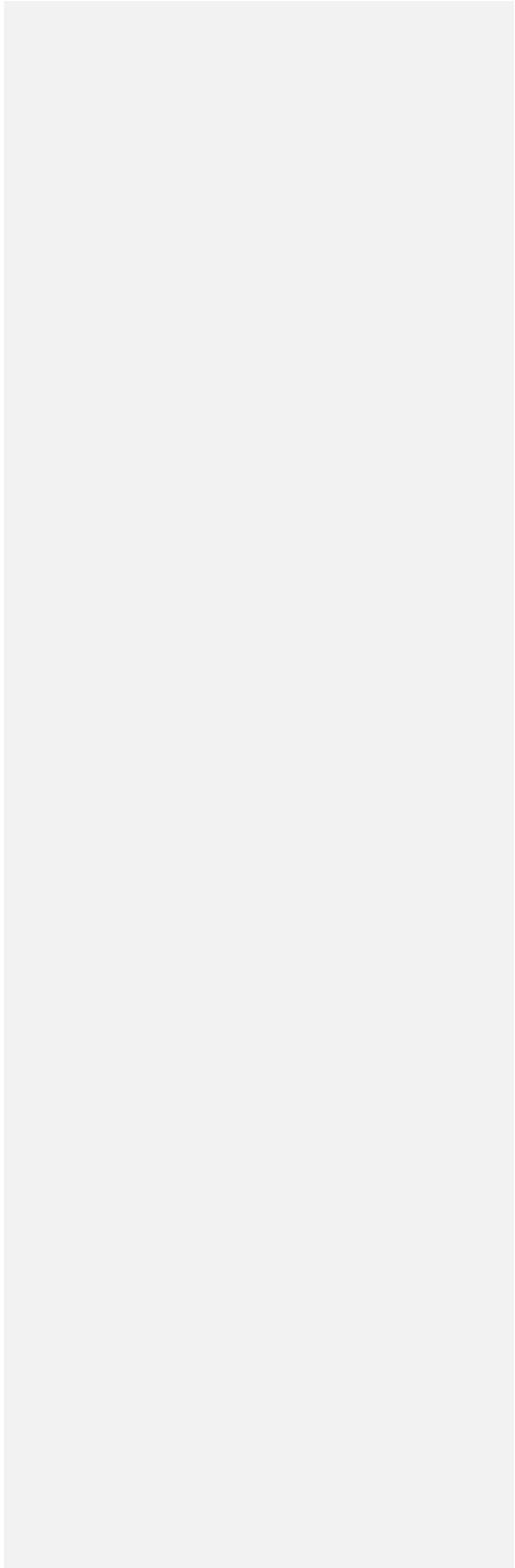
**DISTRICT:**

LINCOLN STATION METROPOLITAN  
DISTRICT

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

**ATTEST:**

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



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

**Commented [AM1]:** This is the scope from 2023, please provide an updated proposal for inclusion.

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 \$1,160.00 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 A-3**

SCOPE OF SECURITY GUARD SERVICES

Contractor shall be present Monday through Friday, from 6:00A.M. through 6:00 P.M., patrolling the Lincoln Station Metropolitan District as follows:

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 District will pay 50% of the total cost for the foregoing security patrol services in accordance with the following rate schedule:

<b>Lincoln Station 2024</b>																	
Level	Pay Rate	Bill Rate	OT/HOL Rate	Hours/Week	Cost/Week												
Security Officer 1	\$22.50	\$31.75	\$45.86	40	\$1,270.00												
Overtime*	\$33.75	\$45.86		2.5	\$114.65												
				42.5	\$1,384.65												
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;">Average Wage</td> <td style="text-align: right;">\$23.16</td> </tr> <tr> <td></td> <td>Average Bill Rate</td> <td style="text-align: right;">\$32.58</td> </tr> <tr> <td></td> <td>Average OT/HOL Premium</td> <td style="text-align: right;">\$14.48</td> </tr> <tr> <td></td> <td>Average OT/HOL Bill Rate</td> <td style="text-align: right;">\$47.06</td> </tr> </table>							Average Wage	\$23.16		Average Bill Rate	\$32.58		Average OT/HOL Premium	\$14.48		Average OT/HOL Bill Rate	\$47.06
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<p>1 - Holiday Costs include Holiday Premium based on 7 holidays per year.                  2 - Includes smartphone with texting, email capabilities and data plan.                  3 - Provide late model marked patrol vehicle including maintenance, repair, signage, insurance, registration, etc.                  4 - Fuel will be direct billed as incurred                  * Overtime will be billed as incurred at a rate of \$45.50 per hour.</p>																	
<p>Assumes parking provided by CLIENT at no charge to ASI.</p>																	

**EXHIBIT B**VIDEO MONITORING SERVICES RATE SCHEDULE

	Quantity	Rate	Total
Monthly Site Fee	1	190.00	190.00
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	55.00	440.00
ASI Extra Monitoring Coverage- ASI will monitor Monday - Friday 2 extra hours from 06:00 am-08:00am	1	80.85	80.85
Vonage Dedicated Circuit for Remote PA: \$25 (monthly fee) unless a dedicated phone line can be provided.	1	27.50	27.50
<b>Total Monthly Recurring Charges</b>			<b>738.35</b>



**LINCOLN STATION METROPOLIAN DISTRICT  
JANITORIAL SERVICES CONTRACT**

This **JANITORIAL SERVICES CONTRACT** (“Contract”) is entered into effective as of January 1, 2024, 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, 2024. Thereafter, the Agreement shall automatically renew each year on January 1 for additional 1-year terms, unless this Agreement is terminated as provided herein or written notice of non-renewal is given by one party to the other party no less than sixty (60) days prior to the date of renewal; provided further that, each such renewal shall be subject to the District's annual budget and appropriation for the anticipated Services for the ensuing year..

### **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' Liens. The Contractor acknowledges that the Services are provided in connection with a public project that is subject to Sections 38-26-101 *et seq.*, Colorado Revised Statutes., and therefore, the Contractor acknowledges that the Services are not subject to Sections 38-22-101 *et seq.*, Colorado Revised Statutes ("General Mechanics' Liens"). Nevertheless, to the extent that any portion of the Services are subject to the assertion of a mechanic's lien under the General Mechanic's Liens statute, then the Contractor hereby forever waives and releases any and all rights, which may now or heretofore exist or accrue, to record a lien thereon for any work or services performed, materials or equipment furnished, or labor supplied, to the maximum extent permitted by law. The Contractor will (i) make timely payments to the 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. In the event that any subcontractor, laborer, supplier, or any other person for whom the Contractor is responsible in connection with this Contract records a lien against the District, any such lien rights being expressly waived pursuant to this Section, then the Contractor shall indemnify, save harmless, and

defend 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, to the extent arising directly or indirectly in any manner whatsoever out of such lien. 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. The provisions of this Section are intended to comply with the provisions of Section 13-50.5-102(8), C.R.S., and remain subject to the limitations set forth therein.

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. 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.

## **6. INSURANCE.**

6.1. 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 6.2. 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 6.3. 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.

### 6.2. Minimum Insurance Coverages.

6.2.1 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.

6.2.2 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).

6.2.3 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.

6.2.4 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.

6.2.5 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 Four Million Dollars (\$4,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

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

6.3. 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.

6.4. 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.

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

6.5.1 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.

6.5.2 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.

6.6. 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).

6.7. 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.

6.8. 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.

6.9. 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.

6.10. 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 6. 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 6. 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.

## 7. **TERMINATION.**

### 7.1. Types of Termination.

7.1.1. 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.

7.1.2. 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.

7.2. 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.

### 7.3. Payment and Liabilities Upon Termination.

7.3.1. 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.

7.3.2. 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.

7.4. 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:

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

7.4.2. 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.

## **8. 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.

## **9. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.**

9.1. 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.

9.2. 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.

9.3. 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.

## **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 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.**

## **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 6.10 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 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](mailto: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](mailto: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](mailto:travis@rpmdenver.com)

13.3. 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.

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

13.5. 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.

13.6. 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.

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

13.8. 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.

13.9. 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.

13.10. 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.

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

13.12. 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.

13.13. 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.

13.14. 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.

13.15. Electronic Signatures. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, Colorado Revised Statutes, as may be amended from time to time. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the District. The parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

13.16. 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.

13.17. Termination of Prior Agreement. The District and Contractor entered into a Janitorial Services Contract dated January 1, 2022, as amended by that First Amendment to Janitorial Services Contract dated January 1, 2023 (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: \_\_\_\_\_

## **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):

<b>Description</b>	<b>Monthly Total Amount</b>	<b>District Cost (49.22%)</b>
Day Porter Services	\$8110.73	\$3,992.10
Day Porter Health Insurance	\$1231.30	\$606.05
		\$4,598.15

Note 1: The Monthly Total Amount is an average for two (2) day porters and will be shared with One Lincoln Station, 9360 Station Street, and 9400 Station Street. The District is responsible for 49.22% of the Monthly Total Amount.

## 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, 2023 or when otherwise advised by the District. The Contractor shall complete all the Work by January 21, 2024.

**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 \$11,005.00 by the District for Work satisfactorily performed, with payment for 50% of the total cost of the Work (\$5,502.50) due and payable upon execution of this Work Order, and with the remaining 50% of the total cost of the Work (\$5,502.50) due and payable upon the Contractor’s satisfactory installation 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. 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.

**8. 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. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, C.R.S., as may be amended from time to time. By signature of its representatives below, each party affirms it has taken all necessary action to authorize said representative to execute this Work Order.

**DISTRICT:**

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

**CONTRACTOR:**

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

**ATTACHMENT 1**

**Scope of Work**



Lincoln Station  
2023 Exterior Holiday Design  
9/5/23

<b>Exterior</b>		<b>Lease</b>
Entry Monument Sign	<i>(must use tapcons to attach)</i>	
	18' Artificial Garland Decorated to Red, Green, Gold	200.00
	Labor	100.00
 <b>9400 Building</b>		
North Side	4 Lampposts (existing)	
	60' Fresh Garland @ 3.00/ft	180.00
	8 Red Velvet Bows @ 7.00 ea.	56.00
	Labor	120.00
	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
 <b>9380 Building</b>		
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	120.00

West Side	12	Lampposts (existing)	
	180'	Fresh Garland @ 3.00/ft	540.00
	24	Red Velvet Bows @ 7.00 ea.	168.00
		Labor	360.00

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	150.00

**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	90.00
East Side	5	Lampposts (existing)	
	75'	Fresh Garland @ 3.00/ft	225.00
	10	Red Velvet Bows @ 7.00 ea.	70.00
		Labor	150.00
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
		<b>Total Lease</b>	<b>\$6,895.00</b>
		<b>Total Labor</b>	<b>4110.00</b>
		<b>Total Holiday Design</b>	<b><u>\$11,005.00</u></b> <b>tax exempt</b>

**50% Deposit Due upon Approval**

**Balance Due upon Installation**

**LINCOLN STATION METROPOLITAN DISTRICT  
LANDSCAPING SERVICES CONTRACT**

This **LANDSCAPING SERVICES CONTRACT** (“Contract”) is entered into as of January 1, 2024, 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 Ten Thousand Six Hundred Eighty Dollars (\$10,680.00), which shall be paid in monthly installments of Eight Hundred Ninety Dollars (\$890.00) beginning January 1, 2024 (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, c/o CliftonLarsonAllen LLP, 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, 2024, 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. 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.

## **6. INSURANCE.**

6.1. 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 6.2. 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 6.3. 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.

### 6.2. Minimum Insurance Coverages.

6.2.1. 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.

6.2.2. 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).

6.2.3. 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.

6.2.4. 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.

6.2.5. 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 Four Million Dollars (\$4,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

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

6.3. 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.

6.4. 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.

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

6.5.1. 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.

6.5.2. 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.

6.6. 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).

6.7. 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.

6.8. 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.

6.9. 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.

6.10. 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 6. 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 6. 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.

## 7. TERMINATION.

### 7.1. Types of Termination.

7.1.1. 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.

7.1.2. 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. Contractor may also terminate this Contract for convenience by providing at least ninety (90) days' prior written notice to the District.

7.2. 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.

7.3. Payment and Liabilities Upon Termination.

7.3.1. 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.

7.3.2. 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.

7.4. 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:

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

7.4.2. 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.

## **8. 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.

## **9. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.**

9.1. 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.

9.2. 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.

9.3. 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.

## **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 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.**

## **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 6.10 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 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](mailto: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](mailto:tseaver@isp-law.com)

**Notices to Contractor:**

BrightView Landscape Services  
2333 West Oxford Avenue  
Sheridan, CO 80111  
Attn: Dennis Bedford  
Email: [dennis.bedford@brightview.com](mailto:dennis.bedford@brightview.com)

13.3. 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.

13.4. 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.

13.5. 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.

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

13.7. 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.

13.8. 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.

13.9. 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.

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

13.11. 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.

13.12. 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.

13.13. 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.

13.14. Electronic Signatures. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, Colorado Revised Statutes, as may be amended from time to time. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the District. The parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

13.15. 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: \_\_\_\_\_

## 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 so that the entire property is completed every 2 weeks.

##### **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 includes blowing any grass clippings generated by Contractor mowing operations, and any leaves or landscape debris from the curb lines of the clubhouse parking lot.

##### **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 – 1 Season-Release Application***

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

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

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

## 2. Shrubs and Bed Areas:

### 2.1. 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.

#### 2.1.1. 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.

#### 2.1.2. Perennial Pruning: *Included Frequencies - 1*

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

### 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/contact herbicides, or by manual removal (hand-pulling).

## 3. Tree Care:

### 3.1. Limbing: *Included Frequencies - 1*

Maintenance pruning of all applicable trees to 8-10 feet in height will be accomplished according to industry accepted standards, and as is appropriate for each species in its particular stage of growth and development. Volunteer suckers and shooters on trees will be removed to maintain a clean appearance. Tree in turf areas will be nearly "ringed" at the base of the tree (approximately 3' in diameter) to prevent damage from mowing equipment.

## 4. Native Areas:

### 4.1. Native Turf/Median Mowing: *Included Frequencies - 1*

Designated and established native areas will be cut at the most appropriate times of the season (typically June and September or as mutually agreed upon by the District and the Contractor). Areas accessible by a mower and perimeter areas that require string trimming will be addressed. Any steeply sloped areas which represent a danger to Contractor's employees, or drainage areas covered by water are not included.

## 5. Irrigation System:

### 5.1. 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.

### 5.2. Monitoring: *Included Frequencies - 24 (from activation through weatherization as weather*

*conditions dictate)*

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.

shut/down protection. Unless indicated, meter reading, usage tracking and reporting is not included.

**5.3. 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 but may be performed and billed on a time and material basis per device if weather warrants. Backflow wrapping or drainage prevents freeze damage when the system is pressurized.

**5.4. Emergency Service Calls:**

Emergency service calls will be made upon request of the District. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00 P.M. and 7:00 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.

**5.5 Irrigation Repairs:**

Any repairs required to ensure irrigation system is fully operational and effective, will be performed as needed, at a cost of \$75/hr plus any needed materials. Contractor is pre-approved to perform repairs not to exceed \$500 during any single occurrence. Repairs above \$500 must be authorized by the District in writing.

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

**6.1. Growing Season: *Included Frequencies - 30***

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

**6.2. 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.

**6.3. Fall Cleanup: *Included Frequencies - 2***

Typically in November/December, 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. Upon request, a price will be provided for additional services.

**EXHIBIT B****SERVICES RATE SCHEDULE****Services Billing Schedule:**

<b>2024</b>	
January 1, 2024	\$ 890.00
February 1, 2024	\$ 890.00
March 1, 2024	\$ 890.00
April 1, 2024	\$ 890.00
May 1, 2024	\$ 890.00
June 1, 2024	\$ 890.00
July 1, 2024	\$ 890.00
August 1, 2024	\$ 890.00
September 1, 2024	\$ 890.00
October 1, 2024	\$ 890.00
November 1, 2024	\$ 890.00
December 1, 2024	\$ 890.00
<b><i>Total Service Fee</i></b>	<b>\$ 10,680.00</b>



**EXHIBIT C****ADDITIONAL SERVICES RATE SCHEDULE****Hourly Rates:**

Irrigation Repairs per hour: \$75.00 + materials\*

Emergency Service per hour: \$150.00 + materials

\* Repairs not to exceed \$500 per cycle visit without prior written authorization by the District

## WORK ORDER CONTRACT

### LINCOLN STATION METROPOLITAN DISTRICT

**1. CONTRACTOR.** The Lincoln Station Metropolitan District (the “District”) hereby retains Reidy Metal Services, 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 January 1, 2024 or when otherwise advised by the District. The Contractor shall complete all the Work by December 31, 2024.

**3. SCOPE OF WORK.** The “Work” contracted for pursuant to this Work Order shall consist of the following:

---

Or check here  if a scope of work is attached to this Work Order 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 \$535.00 by the District for Work satisfactorily performed on a monthly basis as contained in the fee schedule attached hereto as Exhibit B. 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. 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.

**8. 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 Contract 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 Contract 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. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, C.R.S., as may be amended from time to time. By signature of its representatives below, each party affirms it has taken all necessary action to authorize said representative to execute this Work Order.

**DISTRICT:**

**LINCOLN STATION METROPOLITAN  
DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: President  
Date: \_\_\_\_\_

**CONTRACTOR:**

**REIDY METAL SERVICES, INC.**

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

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **WORK COVERED:**

One (1) passenger elevator cab interior consisting of satin-finish stainless steel center-opening doors, frame, returns, tall transom, handrail and ceiling. Clean, remove scratches, regrain and lacquer once every two (2) years with a touch up refinishing after one (1) year. The ceilings will be cleaned only.

*Touch-up refinishing will be done this contract period.*

Seven (7) elevator hoistway entrances (floors 1, 2, 3, 4, 5, 6 and B), each consisting of satin-finish stainless steel center-opening doors and frames. Clean, remove scratches, regrain and lacquer once every two (2) years.

*No refinishing will be done this contract period.*

One (1) chrome fire hose hookup. Clean and lacquer once each year.

Quarterly Maintenance - Quarterly washing and waxing of all listed metals.

#### **WORK TO BE PERFORMED:**

All metal items covered in this agreement will be masked where needed to protect the adjacent area before stripping the existing protective coatings or applying any paint or lacquer.

Metal will be hand cleaned by our abrasive cleaning method and NO ACID will be used during this process.

Satin-finish metal will be regrained to achieve a uniform satin finished appearance.

Damaged aluminum will be touched up as needed.

Clean metal will receive multiple coats of clear protective coatings applied by spray method where indicated and the area will be free from debris after the refinishing process is completed.

**EXHIBIT B****RATES AND BILLING SCHEDULE****LINCOLN STATION 9360- 2024**

<b>MONTH</b>	<b>REFINISHING</b>	<b>TOUCH UP REFINISHING</b>	<b>MAINTENANCE</b>	<b>MONTHLY TOTALS</b>
<i>JANUARY</i>		1A. \$214.00	\$0.00	\$214.00
<i>FEBUARY</i>			\$0.00	\$0.00
<i>MARCH</i>	3.\$107.00		\$53.50	\$160.50
<i>ARPIL</i>			\$0.00	\$0.00
<i>MAY</i>			\$0.00	\$0.00
<i>JUNE</i>			\$53.50	\$53.50
<i>JULY</i>			\$0.00	\$0.00
<i>AUGUST</i>			\$0.00	\$0.00
<i>SEPTEMBER</i>			\$53.50	\$53.50
<i>OCTOBER</i>			\$0.00	\$0.00
<i>NOVEMBER</i>			\$0.00	\$0.00
<i>DECEMBER</i>			\$53.50	\$53.50
<b>TOTAL</b>	\$107.00	\$214.00	\$214.00	\$535.00

## **WORK ORDER CONTRACT**

### **LINCOLN STATION METROPOLITAN DISTRICT**

- 1. CONTRACTOR.** The Lincoln Station Metropolitan District (the “District”) hereby retains Tryg Group, LLC (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. PRIOR AGREEMENTS.** The Work Order Contract between Contractor and the District dated April 18, 2022, is terminated in its entirety.
- 3. TERM.** The Contractor shall commence the Work on January 1, 2024, or when otherwise advised by the District. The Contractor shall complete all the Work by December 31, 2024.
- 4. SCOPE OF WORK.** The “Work” contracted for pursuant to this Work Order shall consist of the following:

See the scope of work attached hereto as Exhibits A and B 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.

- 5. COMPENSATION.** The Contractor shall be paid an amount not to exceed \$844.00 by the District for Work satisfactorily performed in two installments of \$422.00 each in April and October upon satisfactory completion of said Work. 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.
- 6. 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.
- 7. 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.

**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 Contract 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 Contract 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. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, C.R.S., as may be amended from time to time. By signature of its representatives below, each party affirms it has taken all necessary action to authorize said representative to execute this Work Order.



**DISTRICT:**

LINCOLN STATION METROPOLITAN  
DISTRICT

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

**CONTRACTOR:**

TRYG GROUP, LLC

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

## **EXHIBIT A**

### **SCOPE OF WORK**

The Contractor shall perform Level 1 planned HVAC Maintenance on the equipment identified utilizing its own materials as outlined in the tasks sheets attached hereto as Exhibit B. The Level 1 Planned HVAC Maintenance coverage shall include all labor and tasks indicated in the tasks sheets attached hereto as Exhibit B. The Contractor shall provide notation of the date the work was performed and the initial of the individual performing the work on the task sheets. The finalized copies of the task sheets shall be supplied by Contractor to the District.

**EXHIBIT B**  
**TASKS SHEETS**



October 3, 2023

**Equipment Schedule**

Equipment	System	Manufacturer	Model #	Serial #	Notes
RTU 1	HVAC	Trane	YCD210C4HAEA	730100673D	

**Mechanical Systems Maintenance Schedule:**

Equipment	System	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Notes
RTU 1	HVAC	-	-	-	PM	-	-	-	-	-	S.A.	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	
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**Mechanical Systems Maintenance Schedule Key:**

- PM* Annual preventative maintenance per the task sheet
- Qtly* Quarterly preventative maintenance per the task sheet
- S.A.* Semi Annual preventative maintenance per the task sheet



Tryg Group, LLC Mechanical Systems Service Agreement



October 3, 2023

**Mechanical Equipment Tasking:****RTU Tasking Sheet**

<u>Onsite Date</u>	<u>Tech</u>	<u>Item #</u>	<u>Description</u>	<u>Frequency</u>	<u>Completion</u>
		1	Check air filter fit and housing seal integrity. Correct as needed Air Filters to be Replaced by CLA recommended quarterly	Semi-Annual	
		2	Check system traps, pumps and controls. Clean or replace as needed to ensure proper operation.	Semi-Annual	
		3	Check control system and devices for evidence of improper operation. Clean, lubricate, and adjust components as needed to ensure proper operation.	Semi-Annual	
		4	Check P-trap. Prime as needed to ensure proper operation.	Semi-Annual	
		5	Check fan belt tension and belt wear to ensure proper operation. Replace belt(s) one (1). Check sheaves for evidence of improper alignment or evidence of wear and correct as needed	Semi-Annual	
		6	Check variable-frequency drive for proper operation. Correct as needed.	Semi-Annual	
		7	Check for evidence of buildup or fouling on heat exchange surfaces. Restore as needed to ensure proper operation	Semi-Annual	
		8	Check for proper operation of cooling coil, heating coil, or heat exchangers and for damage or evidence of leaks. Clean one (1) time annually	Semi-Annual	
		9	Check control box for dirt, debris, and/or loose terminations. Clean and tighten as needed.	Semi-Annual	
		10	Check motor contactor for pitting or other signs of damage.	Semi-Annual	
		11	Check fan blades and fan housing. Clean as needed to ensure proper operation.	Semi-Annual	
		12	Check refrigerant system temperatures. If outside of recommended levels, find cause, repair, and adjust refrigerant charge to achieve optimal operating levels.	Annually	
		13	Check fan drive for wear or problems due to poor alignment or poor bearing seating.	Semi-Annual	
		14	Check integrity of all panels and curbs on equipment. Replace fasteners as needed to ensure proper integrity and fit/finish of equipment.	Semi-Annual	
		15	Assess field-serviceable bearings. Lubricate if necessary.	Semi-Annual	
		16	Check drain pan, drain line, and coil for biological growth. Clean as needed.	Semi-Annual	
		17	Check evaporator coil fins.	Semi-Annual	
		18	Inspect for evidence of moisture carryover beyond the drain pan from cooling coils. Make corrections as necessary.	Semi-Annual	
		19	Check for proper damper operation. Clean, lubricate, or adjust as needed to ensure proper operation.	Semi-Annual	
		20	Inspect air-cooled condenser surfaces for damage or evidence of leaks.	Semi-Annual	



Tryg Group. LLC Mechanical Systems Service Agreement



October 3, 2023

	21	Check low ambient heat pressure control sequence for proper operation. Repair components or modify software/algorithm to ensure proper operation.	Semi-Annual	
	22	Check combustion chamber, burner, and flue for deterioration, leaks, moisture problems, condensation, and combustion products. Clean, test, and adjust combustion process for proper operation.	Semi-Annual	
	23	Visually inspect insulation and areas of moisture accumulation for biological growth.	Semi-Annual	
	24	Check compressor oil levels and/or pressure on refrigerant system having oil level and /or pressure measurement means. Adjust as needed to ensure proper operation.	Annually	
	25	Visually inspect exposed ductwork and external piping for insulation and vapor barrier for integrity. Correct as needed.	Annually	
	26	Check for proper damper operation. Clean, lubricate, or adjust as needed to ensure proper operation.	Semi-Annual	

**Jenkins, Cindy**

---

**Subject:** FW: [External] Lincoln Station Light Proposal

---

**From:** DAmato, Shauna <[Shauna.DAmato@claconnect.com](mailto:Shauna.DAmato@claconnect.com)>

**Sent:** Thursday, September 28, 2023 7:58 AM

**To:** Jones, Anna <[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)>

**Subject:** FW: [External] Lincoln Station Light Proposal

Hi Anna,

Please see Jay's email below. Since the work needs to be done (and by tonight per Tarin's request), I told him to go ahead. I know we talked about this yesterday, but wanted to show you the official email.

I'll send this over to Cindy too!



**Shauna D'Amato (she/her/hers)**

Assistant District Manager  
Business Operations (BizOps)

**Direct 303-265-7867**

CLA (CliftonLarsonAllen LLP)  
[shauna.damato@claconnect.com](mailto:shauna.damato@claconnect.com)

*We'll get you there.*

[CPAs](#) | [Consultants](#) | [Wealth Advisors](#)

[Send me your files with secure file transfer.](#)

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAGlobal.com/disclaimer](https://CLAGlobal.com/disclaimer). Investment advisory services are offered through CliftonLarsonAllenWealth Advisors, LLC, an SEC-registered investment advisor.



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**From:** JAY D Fells <[TAMIJAY4@msn.com](mailto:TAMIJAY4@msn.com)>

**Sent:** Wednesday, September 27, 2023 9:05 PM

**To:** DAmato, Shauna <[Shauna.DAmato@claconnect.com](mailto:Shauna.DAmato@claconnect.com)>

**Subject:** [External] Lincoln Station Light Proposal

**Think Security – This email originated from an external source. Be cautious with any links or attachments.**

Hello Shauna,

Here is the proposal for the repair/light replacement for the eight, cylinder type lights between the 9360 and 9380 buildings. There was some confusion as to who these belong to up until today. We were under the impression that they were RTD's lights but after RTD came out and said they weren't theirs, Eric looked and found the breakers and sensors inside one of the buildings which would indicate they are indeed ours.

That being said, there are a total of 32 T8 light bulbs in the eight fixtures and only 8 of the 32 are currently working. To replace the light bulbs, we need to take out the ballast plate out from the top and remove the outer light sleeve to access the 4' long T8 bulbs. My recommendation is to rewire all eight lights to bypass the ballasts and install LED direct wire bulbs. The cost difference will only be about \$300 total to do this instead of just replacing the bulbs since we already have to take them apart. It is possible one or more of the ballasts are bad anyway since there are five of the lights that aren't working at all or all 4 bulbs are burned out.

\$2,000 - NTE \$2,500 This includes all labor, materials and scissor lift and trailer rental needed to complete the project. I hope to come in below this amount but I am unsure of the condition of the fixtures internally since they have not been serviced in years.

This proposal amount is to dis-assemble, rewire, bypass the ballasts, install all new LED bulbs and re-assemble all eight fixtures.

Please let me know if you have any questions or concerns and thank you for the opportunity to bid on this project. It is always greatly appreciated.

Jay Fells 303-808-1775  
CDR Construction, LLC



**LINCOLN STATION METROPOLITAN DISTRICT  
DEBT SERVICE FUND  
2023 AMENDED BUDGET**

	BUDGET 2023	AMENDED 2023
BEGINNING FUND BALANCE	\$ 1,708,200	\$ 1,708,200
REVENUES		
Property taxes	1,475,417	1,475,417
Specific ownership tax	132,788	132,788
Bond proceeds	-	11,475,000
Interest income	70,000	70,000
Total revenues	<u>1,678,205</u>	<u>13,153,205</u>
Total funds available	<u>3,386,405</u>	<u>14,861,405</u>
EXPENDITURES		
Debt Service		
Bond interest - Series 2006	402,350	201,175
Bond interest - Series 2014A	331,100	165,550
Bond interest - Series 2014B	170,450	85,225
Bond principal - Series 2006	225,000	-
Bond principal - Series 2014A	210,000	-
Bond principal - Series 2014B	110,000	-
Cost of issuance	-	398,000
Paying agent/Trustee fees	5,000	5,100
Refunding Escrow	-	13,820,000
County Treasurer's fee	22,131	22,131
Contingency	3,969	4,819
Total expenditures	<u>1,480,000</u>	<u>14,702,000</u>
Total expenditures and transfers out requiring appropriation	<u>1,480,000</u>	<u>14,702,000</u>
ENDING FUND BALANCE	<u>\$ 1,906,405</u>	<u>\$ 159,405</u>
DEBT SERVICE RESERVE	<u>\$ 707,650</u>	<u>\$ -</u>
TOTAL RESERVE	<u>\$ 707,650</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**RESOLUTION NO. 2023-11-\_\_**  
**RESOLUTION TO AMEND 2023 BUDGET**

**COMES NOW**, Nathan Melchior, the President of the Lincoln Station Metropolitan District (the “District”), and certifies that at a special meeting of the Board of Directors of the District held, Monday, the 13<sup>th</sup> day of November 2023, at 11:00 A.M., via video conference at [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d) and via telephone conference at Dial-In: 1-720-547-5281, Conference ID: 397 078 182#. the following Resolution was adopted by affirmative vote of a majority of the Board of Directors, to-wit:

WHEREAS, the Board of Directors of the District appropriated funds for the fiscal year 2023 as follows:

Debt Service Fund	\$ 1,480,000
-------------------	--------------

and;

**WHEREAS**, the necessity has arisen for additional expenditures and transfers by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for the fiscal year 2023; and

**WHEREAS**, funds are available for such an expenditure and transfer from surplus revenue funds of the District; and

**WHEREAS**, due and proper notice was published on Thursday, November 2, 2023 in the *Douglas County News-Press*, indicating (i) the date and time of the hearing at which the adoption of the proposed 2023 budget amendment will be considered; (ii) that the proposed budget amendment is available for inspection by the public at a designated place; and (iii) that any interested persons may file any objections to the proposed budget amendment at any time prior to the final adoption of the budget by the District, as shown on the publisher’s Affidavit of Publication attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, the proposed budget amendment was open for inspection by the public at a designated place; and

**WHEREAS**, a public hearing was held on Monday, November 13, 2023 and interested persons were given the opportunity to file or register any objections to said proposed budget amendment and any such objections were considered by the Board of Directors; and

**NOW THEREFORE, BE IT RESOLVED** that the Board of Directors of the District shall and hereby does amend the budget for the fiscal year 2023as follows:

Debt Service Fund \$ 14,702,000

**BE IT FURTHER RESOLVED**, that such sums are hereby appropriated from the revenues of the District to the Debt Service Fund for the purpose stated, and that any ending fund balances shall be reserved for purposes of Article X, Section 20 of the Colorado Constitution.

Whereupon, a motion was made by Director \_\_\_\_\_ and seconded by Director \_\_\_\_\_, and upon a unanimous vote this Resolution was approved by the Board of Directors.

**APPROVED AND ADOPTED THIS 13<sup>TH</sup> DAY OF NOVEMBER 2023.**

LINCOLN STATION METROPOLITAN DISTRICT

\_\_\_\_\_  
By: Nathan Melchior, President

ATTEST:

\_\_\_\_\_  
By:           
Jeremy Bayens, Treasurer/Secretary

**EXHIBIT A**

Notice of Special Meeting  
Affidavit  
Notice as to Proposed 2023 Budget Amendment

# LINCOLN STATION METROPOLITAN DISTRICT

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Phone: 303-779-5710

## NOTICE OF SPECIAL MEETING AND AGENDA

<b>DATE:</b>	Monday, November 13, 2023
<b>TIME:</b>	11:00 a.m.
<b>LOCATION:</b>	<p>CliftonLarsonAllen LLP 8930 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 <b>Pikes Peak Conference Room</b></p> <p>AT LEAST ONE INDIVIDUAL, INCLUDING CERTAIN BOARD MEMBERS AND CONSULTANTS OF THE DISTRICT, WILL BE PHYSICALLY PRESENT AND WILL ATTEND THIS MEETING IN PERSON AT THE ABOVE-REFERENCED LOCATION. HOWEVER, CERTAIN OTHER BOARD MEMBERS AND CONSULTANTS OF THE DISTRICT MAY ATTEND THIS MEETING VIA TELECONFERENCE, OR WEB-ENABLED VIDEO CONFERENCE. MEMBERS OF THE PUBLIC WHO WISH TO ATTEND THIS MEETING MAY CHOOSE TO ATTEND IN PERSON OR VIA TELECONFERENCE OR WEB-ENABLED VIDEO CONFERENCE USING THE INFORMATION BELOW.</p>
	<p>To attend via Microsoft Teams, select this link (or copy link into your browser):</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDhmZTY4MGYtZjNiYy00OTVmlThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDhmZTY4MGYtZjNiYy00OTVmlThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d</a></p> <p>To attend via telephone, dial 1-720-547-5281 and enter the following: Phone Conference ID: 397 078 182#</p>

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Nathan Melchior	President	May, 2025
Jeremy Bayens	Secretary/Treasurer	May, 2025
Natalie L. Dustman	Assistant Secretary	May, 2027
James R. Francescon	Assistant Secretary	May, 2025
VACANT	TBD	May, 2027

## 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.
- 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.

- E. Consider approval of CliftonLarsonAllen LLP Master Service Agreement and Statements of Work for accounting and management services for 2024 (enclosure).
- F. Discuss and consider approval of 2024 insurance renewal, including Workers' Compensation coverage, and Board Member liability coverage of \$2,000,000. Consider adoption of documents needed to obtain or maintain insurance coverage through the Colorado Special Districts Property and Liability Pool or TCW Risk Management and authorize membership in the Special District Association (enclosure).

## 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 September 25, 2023 Special Meeting Minutes (enclosure).
- 2. Consider approval and/or ratify claims totaling \$\_\_\_\_\_ (enclosure).
- 3. Consider approval, ratification and/or acknowledgement of the following Agreements for 2023-2024 services:
  - a. Approval of 2024 Security Services Contract with Advantage Security, LLC (enclosure).
  - b. Approval of 2024 Janitorial Services Contract with Roth Property Maintenance, LLC, effective January 1, 2024 (enclosure).
  - c. Ratify approval of Work Order Contract with Bristol Botanics, Inc. for 2023-2024 exterior holiday décor (enclosure).
  - d. Approval of Landscaping Services Contract with Brightview Landscape Services, Inc. for 2024 landscaping maintenance (enclosure).

- e. Approval of Quarterly Maintenance Program for 2024 with Reidy Metal Services, Inc. for refinishing and maintaining architectural metals (enclosure).
- f. Approval of Work Order Contract with Tryg Group, LLC for 2024 HVAC maintenance (enclosure).
- g. Acknowledge automatic renewal of Task Order Services Contract with Bailey Tree LLC to renew on December 31, 2023 with a new termination date of December 31, 2024.
- h. Acknowledge automatic renewal of Task Order Services Contract for storm water maintenance with C&L Water Solutions, Inc. to renew on December 31, 2023 with a new termination date of December 31, 2024.
- i. Acknowledge automatic renewal of Services Contract with CDR Construction LLC to renew on December 31, 2023 with a new termination date of December 31, 2024.
- j. Acknowledge automatic renewal of Snow Management Services Contract with Snow Management Services, LLC to renew on January 1, 2024 with a new termination date of May 31, 2024.
- k. Ratify approval of light repair and/or replacement with CDR Construction, LLC in an amount not to exceed \$2,500 (enclosure).

### **III. FINANCIAL MATTERS**

- A. Review and consider acceptance of \_\_\_\_\_, 2023 Unaudited Financial statements and Cash Position Report updated as of \_\_\_\_\_, 2023 (enclosure).
- B. Conduct Public Hearing to consider amendment of the 2023 Budget.
  - i. Public Comment Period
  - ii. Consider adoption of Resolution No. 2023-11-\_\_ to Amend the 2023 Budget (enclosure).
- C. Conduct Public Hearing on the proposed 2024 Budget
  - i. Public Comment Period
  - ii. Consider adoption of Resolution No. 2023-11-\_\_ to Adopt the 2024 Budget, Appropriate Sums of Money and Set Mill Levies (enclosure).
- D. Discuss statutory requirements for an audit. Consider approving audit engagement with Wipfli, LLP for 2023 audit services in the amount of \$6,500 and authorize its submittal (enclosure).

### **IV. LEGAL MATTERS**

- A. Consider adoption of Resolution No. 2023-11-\_\_ Annual Resolution (enclosure).
  - 1. Election of Officers

2. Set regular meeting date(s) and location – Second Wednesday in November 2024, at 10:00 a.m., at the offices of CliftonLarsonAllen LLP and virtually.

B. Review and consider approval of 2024 rates for legal services with Icenogle Seaver Pogue, P.C. (enclosure).

C. 2023 Legislative Memorandum

**V. MANAGER MATTERS**

**VI. DIRECTOR MATTERS**

**VII. OTHER BUSINESS**

**VIII. ADJOURNMENT**

**The next regular meeting is TBD**



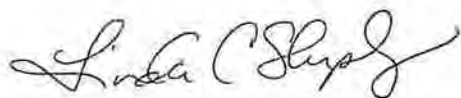
Colorado Community Media  
750 W. Hampden Ave. Suite 225  
Englewood, CO 80110

Lincoln Station Metro Dist (ISP) \*\*  
c/o Icenogle | Seaver | Pogue  
4725 South Monaco St., Suite 360  
Denver CO 80327

## AFFIDAVIT OF PUBLICATION

State of Colorado        }  
County of Douglas       } ss


This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 11/2/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Douglas County News-Press

State of Colorado        }  
County of Arapahoe     } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 11/2/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

  
Carla Bethke  
Notary Public  
My commission ends April 11, 2026

CARLA BETHKE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20004025550  
MY COMMISSION EXPIRES APRIL 11, 2026

### Public Notice

#### NOTICE AS TO PROPOSED AMENDED 2023 BUDGET AND HEARING LINCOLN STATION METROPOLITAN DISTRICT

NOTICE IS HEREBY GIVEN that a proposed amended budget will be submitted to the LINCOLN STATION METROPOLITAN DISTRICT for the year of 2023. A copy of such proposed amended budget has been filed in the office of CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado, where same is open for public inspection. Such proposed amended budget will be considered at a hearing at the special meeting of the Lincoln Station Metropolitan District to be held at 11:00 A.M., on Monday November 13, 2023 The meeting will be held via video conference at [https://teams.microsoft.com/join/19%3ameeting\\_MDhmZTY4MGYZjNIY00OTV mLThjN2EInzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22id%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%220id%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d](https://teams.microsoft.com/join/19%3ameeting_MDhmZTY4MGYZjNIY00OTV mLThjN2EInzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22id%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%220id%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d) and via telephone conference at Dial-In: 1-720-547-5281, Conference ID: 397 078 182#. Any interested elector within Lincoln Station Metropolitan District may inspect the proposed amended budget and file or register any objections at any time prior to the final adoption of the amended 2023 budget

BY ORDER OF THE BOARD OF DIRECTORS:  
LINCOLN STATION  
METROPOLITAN DISTRICT

By: /s/ ICENOGLLE | SEAVER | POGUE  
A Professional Corporation

Legal Notice No. 946261  
First Publication: November 2, 2023  
Last Publication: November 2, 2023  
Publisher: Douglas County News-Press

**NOTICE AS TO PROPOSED AMENDED 2023 BUDGET AND HEARING  
LINCOLN STATION METROPOLITAN DISTRICT**

**NOTICE IS HEREBY GIVEN** that a proposed amended budget will be submitted to the **LINCOLN STATION METROPOLITAN DISTRICT** for the year of 2023. A copy of such proposed amended budget has been filed in the office of CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado, where same is open for public inspection. Such proposed amended budget will be considered at a hearing at the special meeting of the Lincoln Station Metropolitan District to be held at 11:00 A.M., on Monday November 13, 2023. The meeting will be held via video conference at [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thead.v2/0?context=%7b%22id%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thead.v2/0?context=%7b%22id%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d) and via telephone conference at Dial-In: 1-720-547-5281, Conference ID: 397 078 182#. Any interested elector within Lincoln Station Metropolitan District may inspect the proposed amended budget and file or register any objections at any time prior to the final adoption of the amended 2023 budget.

BY ORDER OF THE BOARD OF DIRECTORS:  
LINCOLN STATION METROPOLITAN DISTRICT

By: /s/ ICENOGLE | SEAVER | POGUE  
A Professional Corporation

Publish In: *Douglas County News-Press*  
Publish On: Thursday, November 2, 2023

**LINCOLN STATION METROPOLITAN DISTRICT**

**ANNUAL BUDGET**

**FOR THE YEAR ENDING DECEMBER 31, 2024**

**LINCOLN STATION METRO DISTRICT  
SUMMARY  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

10/5/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 2,073,921	\$ 2,311,145	\$ 2,343,147	\$ 2,343,147	\$ 744,827
REVENUES					
Property taxes	1,853,825	1,836,548	1,657,260	1,656,676	1,356,858
Specific ownership taxes	162,828	165,290	85,133	170,266	112,484
Tax Revenue - LID	36,243	40,000	18,438	38,000	40,000
Interest income	33,985	93,000	49,456	94,750	30,500
RTD maintenance contribution	197,070	240,549	94,969	186,400	219,200
Camden fee	42,338	56,319	-	56,319	57,700
Property owners reimbursement	40,000	40,000	-	40,000	40,000
Loan proceeds	-	-	-	11,474,000	-
Additional proceeds	-	-	-	14,883	-
Total revenues	2,366,289	2,471,706	1,905,256	13,731,294	1,856,742
TRANSFERS IN	35,082	43,257	-	-	-
Total funds available	4,475,292	4,826,108	4,248,403	16,074,441	2,601,569
EXPENDITURES					
General Fund	637,261	814,000	354,357	654,330	760,000
Debt Service Fund	1,459,802	1,480,000	476,985	14,675,284	991,929
Total expenditures	2,097,063	2,294,000	831,342	15,329,614	1,751,929
TRANSFERS OUT	35,082	43,257	-	-	-
Total expenditures and transfers out requiring appropriation	2,132,145	2,337,257	831,342	15,329,614	1,751,929
ENDING FUND BALANCES	\$ 2,343,147	\$ 2,488,851	\$ 3,417,061	\$ 744,827	\$ 849,640
EMERGENCY RESERVE	\$ 20,600	\$ 22,700	\$ 13,500	\$ 19,900	\$ 42,182
AVAILABLE FOR OPERATIONS	577,512	559,746	677,061	586,671	625,035
DEBT SERVICE RESERVE	707,650	707,650	707,650	-	-
TOTAL RESERVE	\$ 1,305,762	\$ 1,290,096	\$ 1,398,211	\$ 606,571	\$ 667,217

No assurance provided. See summary of significant assumptions.

**LINCOLN STATION METRO DISTRICT  
PROPERTY TAX SUMMARY INFORMATION  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

10/2/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
<b>ASSESSED VALUATION</b>					
Residential - Multi Family	\$ 2,187,900	\$ 2,080,800	\$ 2,080,800	\$ 2,080,800	\$ 3,201,994
Commercial	40,361,150	42,342,860	42,342,860	42,342,860	46,708,050
State assessed	500	700	700	700	800
Vacant land	1,985,870	4,160	4,160	4,160	4,660
Personal property	3,510,890	3,619,750	3,619,750	3,619,750	4,170,690
Certified Assessed Value	<u>\$ 48,046,310</u>	<u>\$ 48,048,270</u>	<u>\$ 48,048,270</u>	<u>\$ 48,048,270</u>	<u>\$ 54,086,194</u>
<b>MILL LEVY</b>					
General	7.500	7.516	7.516	7.516	7.797
Debt Service	27.500	27.561	27.561	27.561	15.311
Total mill levy	<u>35.000</u>	<u>35.077</u>	<u>35.077</u>	<u>35.077</u>	<u>23.108</u>
<b>PROPERTY TAXES</b>					
General	\$ 360,347	\$ 361,131	\$ 361,131	\$ 361,131	\$ 421,710
Debt Service	1,321,274	1,324,259	1,324,258	1,324,258	828,114
Levied property taxes	1,681,621	1,685,390	1,685,389	1,685,389	1,249,824
Adjustments to actual/rounding	12,519	-	(93,535)	-	-
Refunds and abatements	-	-	(85,752)	(179,871)	-
Budgeted property taxes	<u>\$ 1,694,140</u>	<u>\$ 1,685,390</u>	<u>\$ 1,506,102</u>	<u>\$ 1,505,518</u>	<u>\$ 1,249,824</u>
<b>ASSESSED VALUATION</b>					
Residential - Multi Family	\$ 5,536,240	\$ 5,265,240	\$ 5,265,240	\$ 5,265,240	\$ 6,761,645
State assessed	1,000	600	600	600	600
Personal property	269,500	218,640	218,640	218,640	228,430
Certified Assessed Value	<u>\$ 5,806,740</u>	<u>\$ 5,484,480</u>	<u>\$ 5,484,480</u>	<u>\$ 5,484,480</u>	<u>\$ 6,990,675</u>
<b>MILL LEVY</b>					
Debt Service	27.500	27.561	27.561	27.561	15.311
Total mill levy	<u>27.500</u>	<u>27.561</u>	<u>27.561</u>	<u>27.561</u>	<u>15.311</u>
<b>PROPERTY TAXES</b>					
Debt Service	159,685	151,158	151,158	151,158	107,034
Budgeted property taxes	<u>\$ 159,685</u>	<u>\$ 151,158</u>	<u>\$ 151,158</u>	<u>\$ 151,158</u>	<u>\$ 107,034</u>
<b>BUDGETED PROPERTY TAXES</b>					
General	\$ 363,030	\$ 361,131	\$ 322,715	\$ 322,590	\$ 421,710
Debt Service	1,490,795	1,475,417	1,334,545	1,334,086	935,148
Total Budgeted Property Taxes	<u>\$ 1,853,825</u>	<u>\$ 1,836,548</u>	<u>\$ 1,657,260</u>	<u>\$ 1,656,676</u>	<u>\$ 1,356,858</u>

No assurance provided. See summary of significant assumptions.

**LINCOLN STATION METRO DISTRICT  
GENERAL FUND  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31, 2024**

10/5/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 515,728	\$ 599,688	\$ 598,112	\$ 598,112	\$ 606,571
REVENUES					
Property taxes	363,030	361,131	322,715	322,590	421,710
Specific ownership taxes	31,866	32,502	16,740	33,480	37,954
Interest income	10,259	23,000	12,382	24,000	26,000
RTD maintenance contribution	197,070	240,549	94,969	186,400	219,200
Camden fee	42,338	56,319	-	56,319	57,700
Property owners reimbursement	40,000	40,000	-	40,000	40,000
Total revenues	<u>684,563</u>	<u>753,501</u>	<u>446,806</u>	<u>662,789</u>	<u>802,564</u>
TRANSFERS IN					
Transfers from other funds	<u>35,082</u>	<u>43,257</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>1,235,373</u>	<u>1,396,446</u>	<u>1,044,918</u>	<u>1,260,901</u>	<u>1,409,135</u>
EXPENDITURES					
General and administrative					
Accounting	37,520	53,150	28,919	53,150	59,000
Auditing	4,500	5,100	5,100	5,100	5,500
County Treasurer's fee	5,442	5,417	4,837	4,839	6,326
Dues and membership	687	800	843	800	900
Insurance	8,852	13,000	12,941	12,941	15,000
District management	67,388	72,750	38,869	72,750	80,200
Legal	20,564	35,000	13,556	35,000	40,000
Miscellaneous	49	1,533	-	500	-
Election	2,863	5,000	2,994	-	3,074
Operations and maintenance					
Snow removal	232,817	190,000	109,060	175,000	190,000
Utilities	29,922	35,000	14,369	35,000	37,500
Landscape maintenance and repairs	13,142	55,000	8,059	25,000	40,000
Maintenance and repairs	125,141	135,000	43,920	95,000	110,000
Security	37,534	125,000	30,890	80,000	88,500
Tree Care	-	25,000	-	2,000	25,000
Holiday decorations	10,840	17,250	-	17,250	19,000
Parking license fee	40,000	40,000	40,000	40,000	40,000
Total expenditures	<u>637,261</u>	<u>814,000</u>	<u>354,357</u>	<u>654,330</u>	<u>760,000</u>
Total expenditures and transfers out requiring appropriation	<u>637,261</u>	<u>814,000</u>	<u>354,357</u>	<u>654,330</u>	<u>760,000</u>
ENDING FUND BALANCES	<u>\$ 598,112</u>	<u>\$ 582,446</u>	<u>\$ 690,561</u>	<u>\$ 606,571</u>	<u>\$ 649,135</u>
EMERGENCY RESERVE	\$ 20,600	\$ 22,700	\$ 13,500	\$ 19,900	\$ 24,100
AVAILABLE FOR OPERATIONS	577,512	559,746	677,061	586,671	625,035
TOTAL RESERVE	<u>\$ 598,112</u>	<u>\$ 582,446</u>	<u>\$ 690,561</u>	<u>\$ 606,571</u>	<u>\$ 649,135</u>

No assurance provided. See summary of significant assumptions.

**LINCOLN STATION METRO DISTRICT  
DEBT SERVICE FUND  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

10/2/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 1,555,005	\$ 1,708,200	\$ 1,740,245	\$ 1,740,246	\$ 94,717
REVENUES					
Property taxes	1,490,795	1,475,417	1,334,545	1,334,086	935,148
Specific ownership taxes	130,962	132,788	68,393	136,786	74,530
Interest income	23,286	70,000	36,824	70,000	3,000
Loan proceeds	-	-	-	11,474,000	-
Additional proceeds	-	-	-	14,883	-
Total revenues	1,645,043	1,678,205	1,439,762	13,029,755	1,012,678
Total funds available	3,200,048	3,386,405	3,180,007	14,770,001	1,107,395
EXPENDITURES					
General and administrative					
County Treasurer's fee	22,349	22,131	20,005	22,131	12,422
Paying agent fees	4,903	5,000	5,030	5,030	5,000
Contingency	-	3,969	-	-	3,624
Debt Service					
Bond Interest - Series 2006	415,350	402,350	201,175	201,175	-
Bond Interest - Series 2014A	344,750	331,100	165,550	165,550	-
Bond Interest - Series 2014B	177,450	170,450	85,225	85,225	-
Loan Interest - Series 2023A-1	-	-	-	-	313,245
Loan Interest - Series 2023A-2	-	-	-	-	469,638
Bond Principal - Series 2006	200,000	225,000	-	-	-
Bond Principal- Series 2014A	195,000	210,000	-	-	-
Bond Principal- Series 2014B	100,000	110,000	-	-	-
Loan Principal- Series 2023A-1	-	-	-	-	101,000
Loan Principal- Series 2023A-2	-	-	-	-	87,000
Cost of Issuance	-	-	-	379,230	-
Refunding Escrow	-	-	-	13,816,943	-
Total expenditures	1,459,802	1,480,000	476,985	14,675,284	991,929
Total expenditures and transfers out requiring appropriation	1,459,802	1,480,000	476,985	14,675,284	991,929
ENDING FUND BALANCES	\$ 1,740,246	\$ 1,906,405	\$ 2,703,022	\$ 94,717	\$ 115,466
DEBT SERVICE RESERVE	\$ 707,650	\$ 707,650	\$ 707,650	\$ -	\$ -
TOTAL RESERVE	\$ 707,650	\$ 707,650	\$ 707,650	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**LINCOLN STATION METRO DISTRICT  
CAPITAL PROJECTS FUND  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

10/2/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 3,188	\$ 3,257	\$ 4,790	\$ 4,789	\$ 43,539
REVENUES					
Interest income	440	-	250	750	1,500
Tax Revenue - LID	36,243	40,000	18,438	38,000	40,000
Total revenues	<u>36,683</u>	<u>40,000</u>	<u>18,688</u>	<u>38,750</u>	<u>41,500</u>
Total funds available	<u>39,871</u>	<u>43,257</u>	<u>23,478</u>	<u>43,539</u>	<u>85,039</u>
TRANSFERS OUT					
Transfers to other fund	<u>35,082</u>	<u>43,257</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>35,082</u>	<u>43,257</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING FUND BALANCES	<u>\$ 4,789</u>	<u>\$ -</u>	<u>\$ 23,478</u>	<u>\$ 43,539</u>	<u>\$ 85,039</u>

No assurance provided. See summary of significant assumptions.



**LINCOLN STATION METROPOLITAN DISTRICT  
2024 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.

Pursuant to the Service Plan, the District is required to adjust its maximum Required Mill Levy for changes in the ratio of actual to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable.

**LINCOLN STATION METROPOLITAN DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues – (continued)**

**Property Taxes - (continued)**

The Service plan limits the mill levy for operations and maintenance to 10.000 mills and debt service to 40.000 mills. In addition, the Service plan limits the total mill levy to 50.000 mills.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2024, the assessment rate for single family residential property decreases to 6.765% from 6.95%. The rate for multifamily residential property, the newly created subclass, decreases to 6.765% from 6.80%. Agricultural and renewable energy production property remains at 26.4%. Producing oil and gas remains at 87.5%. All other nonresidential property decreases to 27.90% from 29%.

**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 9.0% 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 4%.

**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.

**LINCOLN STATION METROPOLITAN DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues - (continued)**

**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.

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 15<sup>th</sup> of each year. The exclusion was granted on October 4, 2007. The District anticipates assessing a fee for collection in 2024.

**LINCOLN STATION METROPOLITAN DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues - (continued)**

**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 2024.

**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 General Obligation Refunding Loans Series 2023A-1 and Series 2023A-2. (discussed under Debt and Leases).

**Capital Outlay**

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

**LINCOLN STATION METROPOLITAN DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**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.

**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 anticipates refunding the Series 2006 Bonds, Series 2014A and Series 2014B Bonds in October of 2023 with the issuance of the General Obligation Refunding Loans, Series 2023A-1 and Series 2023A-2.

The District's current debt service schedule is attached.

The District has no operating or capital leases.

**LINCOLN STATION METROPOLITAN DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Reserves**

**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**

<b>Loans and Interest Maturing in the Year Ending December 31,</b>	<b>Totals</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2024	\$ 188,000	\$ 782,883	\$ 970,883
2025	351,000	619,766	970,766
2026	371,000	600,491	971,491
2027	391,000	580,117	971,117
2028	413,000	558,646	971,646
2029	435,000	535,966	970,966
2030	459,000	512,078	971,078
2031	484,000	486,873	970,873
2032	512,000	460,294	972,294
2033	540,000	432,178	972,178
2034	569,000	402,524	971,524
2035	601,000	371,278	972,278
2036	635,000	338,274	973,274
2037	665,000	303,403	968,403
2038	705,000	266,885	971,885
2039	740,000	228,170	968,170
2040	785,000	187,533	972,533
2041	830,000	144,425	974,425
2042	875,000	98,846	973,846
2043	925,000	50,796	975,796
	<u>\$ 5,949,000</u>	<u>\$ 6,681,368</u>	<u>\$ 12,630,368</u>

No assurance provided. See summary of significant assumptions.

**LINCOLN STATION METROPOLITAN DISTRICT  
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

<b>Loans and Interest Maturing in the Year Ending December 31,</b>	<b>\$6,551,000 Taxable General Obligation Refunding Loan Series 2023A-2 Dated October 2023 Principal due December 1, Interest Rate of 6.790% Payable June 1 and December 1</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2024	\$ 87,000	\$ 469,638	\$ 556,638
2025	201,000	355,520	556,520
2026	212,000	344,465	556,465
2027	224,000	332,805	556,805
2028	236,000	320,485	556,485
2029	249,000	307,505	556,505
2030	263,000	293,810	556,810
2031	277,000	279,345	556,345
2032	293,000	264,110	557,110
2033	309,000	247,995	556,995
2034	326,000	231,000	557,000
2035	344,000	213,070	557,070
2036	365,000	194,150	559,150
2037	380,000	174,075	554,075
2038	405,000	153,175	558,175
2039	425,000	130,900	555,900
2040	450,000	107,525	557,525
2041	475,000	82,775	557,775
2042	500,000	56,650	556,650
2043	530,000	29,150	559,150
	<b>\$ 6,551,000</b>	<b>\$ 4,588,148</b>	<b>\$ 11,139,148</b>

No assurance provided. See summary of significant assumptions.



**LINCOLN STATION METROPOLITAN DISTRICT  
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

<b>Loans and Interest Maturing in the Year Ending December 31,</b>	<b>\$4,923,000 Tax Exempt General Obligation Refunding Loan Series 2023A-1 Dated October 2023 Principal due December 1, Interest Rate of 5.480% Payable June 1 and December 1</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2024	\$ 101,000	\$ 313,245	\$ 414,245
2025	150,000	264,246	414,246
2026	159,000	256,026	415,026
2027	167,000	247,312	414,312
2028	177,000	238,161	415,161
2029	186,000	228,461	414,461
2030	196,000	218,268	414,268
2031	207,000	207,528	414,528
2032	219,000	196,184	415,184
2033	231,000	184,183	415,183
2034	243,000	171,524	414,524
2035	257,000	158,208	415,208
2036	270,000	144,124	414,124
2037	285,000	129,328	414,328
2038	300,000	113,710	413,710
2039	315,000	97,270	412,270
2040	335,000	80,008	415,008
2041	355,000	61,650	416,650
2042	375,000	42,196	417,196
2043	395,000	21,646	416,646
	<b>\$ 4,923,000</b>	<b>\$ 3,373,278</b>	<b>\$ 8,296,278</b>

No assurance provided. See summary of significant assumptions.

STATE OF COLORADO  
COUNTY OF DOUGLAS  
LINCOLN STATION METROPOLITAN DISTRICT  
2024 BUDGET RESOLUTION

The Board of Directors of the Lincoln Station Metropolitan District, Douglas County, Colorado held a special meeting on Monday November 13, 2023 at the hour of 11:00 A.M. at via video conference at [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d) or via telephone conference at Dial-In: 1-720-547-5281 and entering Phone Conference ID: 397 078 182#.

The following members of the Board of Directors were present:

President:  
Treasurer:  
Secretary:  
Assistant Secretary:

Also present were:

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 2024 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 special meeting of the Board of Directors of the District and that a notice of special meeting was posted on a public website of the District, <https://www.lincolnstationmd.com>, 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 \_\_\_\_\_ 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 2024 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 2024 AND ENDING ON THE LAST DAY OF DECEMBER 2024.

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, 2023; and

WHEREAS, the proposed budget is more than fifty thousand dollars (\$50,000.00), due and proper notice was published on Thursday, November 2, 2023 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 Section 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 Monday, November 13, 2023 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 Section 29-1-301, C.R.S., and Article X, Section 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 Section 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 Section 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 2024 Revenues and 2024 Expenditures. That the estimated revenues and expenditures for each fund for fiscal year 2024, 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 2024. In the event the final assessed valuation provided by the Douglas County Assessor's Office differs from the assessed valuation used in the proposed budget, the District's accountant is hereby directed to modify and/or adjust the budget and mill levy certification as needed to reflect the final assessed valuation 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 Jeremy Bayens, Treasurer/Secretary 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. 2024 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 \$421,710 and that the 2023 valuation for assessment, as certified by the Douglas County Assessor, is \$54,086,194. That for the purposes of meeting all general operating expenses of the District during the 2024 budget year, there is hereby levied a tax of 7.797 mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2024.

Section 6.a. 2024 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 \$935,148 and that the 2023 valuation for assessment, as certified by the Douglas County Assessor, is \$54,086,194. That for the purposes of meeting all debt retirement expenses of the District during the 2024 budget year, there is hereby levied a tax of 15.311 mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2024.

Section 6.b. 2024 Levy of Debt Retirement Expenses (DOUGLAS BOND ONLY). 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 \$107,034 and that the 2023 valuation for assessment, as certified by the Douglas County Assessor, is \$6,990,675. That for the purposes of meeting all debt retirement expenses of the District during the 2024 budget year, there is hereby levied a tax of 15.311 mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2024.

Section 7. Certification to County Commissioners. That the Board Secretary and/or District's accountant are 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 \_\_\_\_\_.

RESOLUTION APPROVED AND ADOPTED THIS 13<sup>TH</sup> DAY OF NOVEMBER 2023.

LINCOLN STATION METROPOLITAN DISTRICT

\_\_\_\_\_  
By: Nathan Melchior  
Its: President

ATTEST:

\_\_\_\_\_  
By: Jeremy Bayens  
Its: Treasurer/Secretary

STATE OF COLORADO  
COUNTY OF DOUGLAS  
LINCOLN STATION METROPOLITAN DISTRICT

I, Jeremy Bayens, hereby certify that I am a director and the duly elected and qualified Treasurer/Secretary 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 special meeting of the Board of Directors of the Lincoln Station Metropolitan District held on November 13, 2023, via video conference at [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40t\\_hread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40t_hread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d) and via telephone conference at Dial-In: 1-720-547-5281, Phone Conference ID: 397 078 182#, as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for fiscal year 2024; 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 13<sup>th</sup> day of November 2023.

---

Jeremy Bayens, Treasurer/Secretary

[SEAL]

**EXHIBIT A**

Affidavit  
Notice as to Proposed 2024 Budget



Colorado Community Media  
750 W. Hampden Ave. Suite 225  
Englewood, CO 80110

Lincoln Station Metro Dist (ISP) \*\*  
c/o Icenogle | Seaver | Pogue  
4725 South Monaco St., Suite 360  
Denver CO 80327

## AFFIDAVIT OF PUBLICATION

State of Colorado }  
County of Douglas } ss


This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 11/2/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Douglas County News-Press

State of Colorado }  
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 11/2/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

  
Carla Bethke  
Notary Public  
My commission ends April 11, 2026

CARLA BETHKE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20004025550  
MY COMMISSION EXPIRES APRIL 11, 2026

### Public Notice

#### NOTICE AS TO PROPOSED 2024 BUDGET AND HEARING LINCOLN STATION METROPOLITAN DISTRICT

NOTICE IS HEREBY GIVEN that a proposed budget has been submitted to the LINCOLN STATION METROPOLITAN DISTRICT for the ensuing year of 2024. A copy of such proposed budget has been filed in the office of CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado, where same is open for public inspection. Such proposed budget will be considered at a hearing at the special meeting of the Lincoln Station Metropolitan District to be held at 11:00 A.M., on Monday, November 13, 2023. The meeting will be held via video conference at [https://teams.microsoft.com/join/19%3ameeting\\_MDhmZTY4MGYZjNiy000TVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22id%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%220id%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d](https://teams.microsoft.com/join/19%3ameeting_MDhmZTY4MGYZjNiy000TVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22id%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%220id%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d) and via telephone conference at Dial-In: 1-720-547-5281, Conference ID: 397 078 182#. Any interested elector within the Lincoln Station Metropolitan District may inspect the proposed budget and file or register any objections at any time prior to the final adoption of the 2024 budget.

BY ORDER OF THE BOARD OF DIRECTORS:  
LINCOLN STATION  
METROPOLITAN DISTRICT

By: /s/ ICENOGL E | SEAV E R | POGUE  
A Professional Corporation

Legal Notice No. 946262  
First Publication: November 2, 2023  
Last Publication: November 2, 2023  
Publisher: Douglas County News-Press

**NOTICE AS TO PROPOSED 2024 BUDGET AND HEARING  
LINCOLN STATION METROPOLITAN DISTRICT**

**NOTICE IS HEREBY GIVEN** that a proposed budget has been submitted to the **LINCOLN STATION METROPOLITAN DISTRICT** for the ensuing year of 2024. A copy of such proposed budget has been filed in the office of CliftonLarsonAllen LLP, 8390 East Crescent Parkway, Suite 300, Greenwood Village, Colorado, where same is open for public inspection. Such proposed budget will be considered at a hearing at the special meeting of the Lincoln Station Metropolitan District to be held at 11:00 A.M., on Monday, November 13, 2023. The meeting will be held via video conference at [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d) and via telephone conference at Dial-In: 1-720-547-5281, Conference ID: 397 078 182#. Any interested elector within the Lincoln Station Metropolitan District may inspect the proposed budget and file or register any objections at any time prior to the final adoption of the 2024 budget.

BY ORDER OF THE BOARD OF DIRECTORS:  
LINCOLN STATION METROPOLITAN DISTRICT

By: /s/ ICENOGLE | SEAVER | POGUE  
A Professional Corporation

Publish In: *Douglas County News-Press*  
Publish On: Thursday, November 2, 2023

**EXHIBIT B**

Budget Document  
Budget Message

**LINCOLN STATION METROPOLITAN DISTRICT**

**ANNUAL BUDGET**

**FOR THE YEAR ENDING DECEMBER 31, 2024**

**LINCOLN STATION METRO DISTRICT  
SUMMARY  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

10/5/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 2,073,921	\$ 2,311,145	\$ 2,343,147	\$ 2,343,147	\$ 744,827
REVENUES					
Property taxes	1,853,825	1,836,548	1,657,260	1,656,676	1,356,858
Specific ownership taxes	162,828	165,290	85,133	170,266	112,484
Tax Revenue - LID	36,243	40,000	18,438	38,000	40,000
Interest income	33,985	93,000	49,456	94,750	30,500
RTD maintenance contribution	197,070	240,549	94,969	186,400	219,200
Camden fee	42,338	56,319	-	56,319	57,700
Property owners reimbursement	40,000	40,000	-	40,000	40,000
Loan proceeds	-	-	-	11,474,000	-
Additional proceeds	-	-	-	14,883	-
Total revenues	2,366,289	2,471,706	1,905,256	13,731,294	1,856,742
TRANSFERS IN	35,082	43,257	-	-	-
Total funds available	4,475,292	4,826,108	4,248,403	16,074,441	2,601,569
EXPENDITURES					
General Fund	637,261	814,000	354,357	654,330	760,000
Debt Service Fund	1,459,802	1,480,000	476,985	14,675,284	991,929
Total expenditures	2,097,063	2,294,000	831,342	15,329,614	1,751,929
TRANSFERS OUT	35,082	43,257	-	-	-
Total expenditures and transfers out requiring appropriation	2,132,145	2,337,257	831,342	15,329,614	1,751,929
ENDING FUND BALANCES	\$ 2,343,147	\$ 2,488,851	\$ 3,417,061	\$ 744,827	\$ 849,640
EMERGENCY RESERVE	\$ 20,600	\$ 22,700	\$ 13,500	\$ 19,900	\$ 42,182
AVAILABLE FOR OPERATIONS	577,512	559,746	677,061	586,671	625,035
DEBT SERVICE RESERVE	707,650	707,650	707,650	-	-
TOTAL RESERVE	\$ 1,305,762	\$ 1,290,096	\$ 1,398,211	\$ 606,571	\$ 667,217

No assurance provided. See summary of significant assumptions.

**LINCOLN STATION METRO DISTRICT  
PROPERTY TAX SUMMARY INFORMATION  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

10/2/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
<b>ASSESSED VALUATION</b>					
Residential - Multi Family	\$ 2,187,900	\$ 2,080,800	\$ 2,080,800	\$ 2,080,800	\$ 3,201,994
Commercial	40,361,150	42,342,860	42,342,860	42,342,860	46,708,050
State assessed	500	700	700	700	800
Vacant land	1,985,870	4,160	4,160	4,160	4,660
Personal property	3,510,890	3,619,750	3,619,750	3,619,750	4,170,690
Certified Assessed Value	<u>\$ 48,046,310</u>	<u>\$ 48,048,270</u>	<u>\$ 48,048,270</u>	<u>\$ 48,048,270</u>	<u>\$ 54,086,194</u>
<b>MILL LEVY</b>					
General	7.500	7.516	7.516	7.516	7.797
Debt Service	27.500	27.561	27.561	27.561	15.311
Total mill levy	<u>35.000</u>	<u>35.077</u>	<u>35.077</u>	<u>35.077</u>	<u>23.108</u>
<b>PROPERTY TAXES</b>					
General	\$ 360,347	\$ 361,131	\$ 361,131	\$ 361,131	\$ 421,710
Debt Service	1,321,274	1,324,259	1,324,258	1,324,258	828,114
Levied property taxes	<u>1,681,621</u>	<u>1,685,390</u>	<u>1,685,389</u>	<u>1,685,389</u>	<u>1,249,824</u>
Adjustments to actual/rounding	12,519	-	(93,535)	-	-
Refunds and abatements	-	-	(85,752)	(179,871)	-
Budgeted property taxes	<u>\$ 1,694,140</u>	<u>\$ 1,685,390</u>	<u>\$ 1,506,102</u>	<u>\$ 1,505,518</u>	<u>\$ 1,249,824</u>
<b>ASSESSED VALUATION</b>					
Residential - Multi Family	\$ 5,536,240	\$ 5,265,240	\$ 5,265,240	\$ 5,265,240	\$ 6,761,645
State assessed	1,000	600	600	600	600
Personal property	269,500	218,640	218,640	218,640	228,430
Certified Assessed Value	<u>\$ 5,806,740</u>	<u>\$ 5,484,480</u>	<u>\$ 5,484,480</u>	<u>\$ 5,484,480</u>	<u>\$ 6,990,675</u>
<b>MILL LEVY</b>					
Debt Service	27.500	27.561	27.561	27.561	15.311
Total mill levy	<u>27.500</u>	<u>27.561</u>	<u>27.561</u>	<u>27.561</u>	<u>15.311</u>
<b>PROPERTY TAXES</b>					
Debt Service	159,685	151,158	151,158	151,158	107,034
Budgeted property taxes	<u>\$ 159,685</u>	<u>\$ 151,158</u>	<u>\$ 151,158</u>	<u>\$ 151,158</u>	<u>\$ 107,034</u>
<b>BUDGETED PROPERTY TAXES</b>					
General	\$ 363,030	\$ 361,131	\$ 322,715	\$ 322,590	\$ 421,710
Debt Service	1,490,795	1,475,417	1,334,545	1,334,086	935,148
Total	<u>\$ 1,853,825</u>	<u>\$ 1,836,548</u>	<u>\$ 1,657,260</u>	<u>\$ 1,656,676</u>	<u>\$ 1,356,858</u>

No assurance provided. See summary of significant assumptions.

**LINCOLN STATION METRO DISTRICT  
GENERAL FUND  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31, 2024**

10/5/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 515,728	\$ 599,688	\$ 598,112	\$ 598,112	\$ 606,571
REVENUES					
Property taxes	363,030	361,131	322,715	322,590	421,710
Specific ownership taxes	31,866	32,502	16,740	33,480	37,954
Interest income	10,259	23,000	12,382	24,000	26,000
RTD maintenance contribution	197,070	240,549	94,969	186,400	219,200
Camden fee	42,338	56,319	-	56,319	57,700
Property owners reimbursement	40,000	40,000	-	40,000	40,000
Total revenues	684,563	753,501	446,806	662,789	802,564
TRANSFERS IN					
Transfers from other funds	35,082	43,257	-	-	-
Total funds available	1,235,373	1,396,446	1,044,918	1,260,901	1,409,135
EXPENDITURES					
General and administrative					
Accounting	37,520	53,150	28,919	53,150	59,000
Auditing	4,500	5,100	5,100	5,100	5,500
County Treasurer's fee	5,442	5,417	4,837	4,839	6,326
Dues and membership	687	800	843	800	900
Insurance	8,852	13,000	12,941	12,941	15,000
District management	67,388	72,750	38,869	72,750	80,200
Legal	20,564	35,000	13,556	35,000	40,000
Miscellaneous	49	1,533	-	500	-
Election	2,863	5,000	2,994	-	3,074
Operations and maintenance					
Snow removal	232,817	190,000	109,060	175,000	190,000
Utilities	29,922	35,000	14,369	35,000	37,500
Landscape maintenance and repairs	13,142	55,000	8,059	25,000	40,000
Maintenance and repairs	125,141	135,000	43,920	95,000	110,000
Security	37,534	125,000	30,890	80,000	88,500
Tree Care	-	25,000	-	2,000	25,000
Holiday decorations	10,840	17,250	-	17,250	19,000
Parking license fee	40,000	40,000	40,000	40,000	40,000
Total expenditures	637,261	814,000	354,357	654,330	760,000
Total expenditures and transfers out requiring appropriation	637,261	814,000	354,357	654,330	760,000
ENDING FUND BALANCES	\$ 598,112	\$ 582,446	\$ 690,561	\$ 606,571	\$ 649,135
EMERGENCY RESERVE	\$ 20,600	\$ 22,700	\$ 13,500	\$ 19,900	\$ 24,100
AVAILABLE FOR OPERATIONS	577,512	559,746	677,061	586,671	625,035
TOTAL RESERVE	\$ 598,112	\$ 582,446	\$ 690,561	\$ 606,571	\$ 649,135

No assurance provided. See summary of significant assumptions.

**LINCOLN STATION METRO DISTRICT  
DEBT SERVICE FUND  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

10/2/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 1,555,005	\$ 1,708,200	\$ 1,740,245	\$ 1,740,246	\$ 94,717
REVENUES					
Property taxes	1,490,795	1,475,417	1,334,545	1,334,086	935,148
Specific ownership taxes	130,962	132,788	68,393	136,786	74,530
Interest income	23,286	70,000	36,824	70,000	3,000
Loan proceeds	-	-	-	11,474,000	-
Additional proceeds	-	-	-	14,883	-
Total revenues	1,645,043	1,678,205	1,439,762	13,029,755	1,012,678
Total funds available	3,200,048	3,386,405	3,180,007	14,770,001	1,107,395
EXPENDITURES					
General and administrative					
County Treasurer's fee	22,349	22,131	20,005	22,131	12,422
Paying agent fees	4,903	5,000	5,030	5,030	5,000
Contingency	-	3,969	-	-	3,624
Debt Service					
Bond Interest - Series 2006	415,350	402,350	201,175	201,175	-
Bond Interest - Series 2014A	344,750	331,100	165,550	165,550	-
Bond Interest - Series 2014B	177,450	170,450	85,225	85,225	-
Loan Interest - Series 2023A-1	-	-	-	-	313,245
Loan Interest - Series 2023A-2	-	-	-	-	469,638
Bond Principal - Series 2006	200,000	225,000	-	-	-
Bond Principal- Series 2014A	195,000	210,000	-	-	-
Bond Principal- Series 2014B	100,000	110,000	-	-	-
Loan Principal- Series 2023A-1	-	-	-	-	101,000
Loan Principal- Series 2023A-2	-	-	-	-	87,000
Cost of Issuance	-	-	-	379,230	-
Refunding Escrow	-	-	-	13,816,943	-
Total expenditures	1,459,802	1,480,000	476,985	14,675,284	991,929
Total expenditures and transfers out requiring appropriation	1,459,802	1,480,000	476,985	14,675,284	991,929
ENDING FUND BALANCES	\$ 1,740,246	\$ 1,906,405	\$ 2,703,022	\$ 94,717	\$ 115,466
DEBT SERVICE RESERVE	\$ 707,650	\$ 707,650	\$ 707,650	\$ -	\$ -
TOTAL RESERVE	\$ 707,650	\$ 707,650	\$ 707,650	\$ -	\$ -

No assurance provided. See summary of significant assumptions.



**LINCOLN STATION METRO DISTRICT  
CAPITAL PROJECTS FUND  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

10/2/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 3,188	\$ 3,257	\$ 4,790	\$ 4,789	\$ 43,539
REVENUES					
Interest income	440	-	250	750	1,500
Tax Revenue - LID	36,243	40,000	18,438	38,000	40,000
Total revenues	<u>36,683</u>	<u>40,000</u>	<u>18,688</u>	<u>38,750</u>	<u>41,500</u>
Total funds available	<u>39,871</u>	<u>43,257</u>	<u>23,478</u>	<u>43,539</u>	<u>85,039</u>
TRANSFERS OUT					
Transfers to other fund	<u>35,082</u>	<u>43,257</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>35,082</u>	<u>43,257</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING FUND BALANCES	<u>\$ 4,789</u>	<u>\$ -</u>	<u>\$ 23,478</u>	<u>\$ 43,539</u>	<u>\$ 85,039</u>

No assurance provided. See summary of significant assumptions.

**LINCOLN STATION METROPOLITAN DISTRICT  
2024 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.

Pursuant to the Service Plan, the District is required to adjust its maximum Required Mill Levy for changes in the ratio of actual to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable.

**LINCOLN STATION METROPOLITAN DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues – (continued)**

**Property Taxes - (continued)**

The Service plan limits the mill levy for operations and maintenance to 10.000 mills and debt service to 40.000 mills. In addition, the Service plan limits the total mill levy to 50.000 mills.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2024, the assessment rate for single family residential property decreases to 6.765% from 6.95%. The rate for multifamily residential property, the newly created subclass, decreases to 6.765% from 6.80%. Agricultural and renewable energy production property remains at 26.4%. Producing oil and gas remains at 87.5%. All other nonresidential property decreases to 27.90% from 29%.

**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 9.0% 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 4%.

**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.

**LINCOLN STATION METROPOLITAN DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues - (continued)**

**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.

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 15<sup>th</sup> of each year. The exclusion was granted on October 4, 2007. The District anticipates assessing a fee for collection in 2024.

**LINCOLN STATION METROPOLITAN DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues - (continued)**

**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 2024.

**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 General Obligation Refunding Loans Series 2023A-1 and Series 2023A-2. (discussed under Debt and Leases).

**Capital Outlay**

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

**LINCOLN STATION METROPOLITAN DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**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.

**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 anticipates refunding the Series 2006 Bonds, Series 2014A and Series 2014B Bonds in October of 2023 with the issuance of the General Obligation Refunding Loans, Series 2023A-1 and Series 2023A-2.

The District's current debt service schedule is attached.

The District has no operating or capital leases.

**LINCOLN STATION METROPOLITAN DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Reserves**

**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**

<b>Loans and Interest Maturing in the Year Ending December 31,</b>	<b>Totals</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2024	\$ 188,000	\$ 782,883	\$ 970,883
2025	351,000	619,766	970,766
2026	371,000	600,491	971,491
2027	391,000	580,117	971,117
2028	413,000	558,646	971,646
2029	435,000	535,966	970,966
2030	459,000	512,078	971,078
2031	484,000	486,873	970,873
2032	512,000	460,294	972,294
2033	540,000	432,178	972,178
2034	569,000	402,524	971,524
2035	601,000	371,278	972,278
2036	635,000	338,274	973,274
2037	665,000	303,403	968,403
2038	705,000	266,885	971,885
2039	740,000	228,170	968,170
2040	785,000	187,533	972,533
2041	830,000	144,425	974,425
2042	875,000	98,846	973,846
2043	925,000	50,796	975,796
	<u>\$ 5,949,000</u>	<u>\$ 6,681,368</u>	<u>\$ 12,630,368</u>

No assurance provided. See summary of significant assumptions.



**LINCOLN STATION METROPOLITAN DISTRICT  
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

<b>Loans and Interest Maturing in the Year Ending December 31,</b>	<b>\$6,551,000 Taxable General Obligation Refunding Loan Series 2023A-2 Dated October 2023 Principal due December 1, Interest Rate of 6.790% Payable June 1 and December 1</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2024	\$ 87,000	\$ 469,638	\$ 556,638
2025	201,000	355,520	556,520
2026	212,000	344,465	556,465
2027	224,000	332,805	556,805
2028	236,000	320,485	556,485
2029	249,000	307,505	556,505
2030	263,000	293,810	556,810
2031	277,000	279,345	556,345
2032	293,000	264,110	557,110
2033	309,000	247,995	556,995
2034	326,000	231,000	557,000
2035	344,000	213,070	557,070
2036	365,000	194,150	559,150
2037	380,000	174,075	554,075
2038	405,000	153,175	558,175
2039	425,000	130,900	555,900
2040	450,000	107,525	557,525
2041	475,000	82,775	557,775
2042	500,000	56,650	556,650
2043	530,000	29,150	559,150
	<b>\$ 6,551,000</b>	<b>\$ 4,588,148</b>	<b>\$ 11,139,148</b>

No assurance provided. See summary of significant assumptions.

**LINCOLN STATION METROPOLITAN DISTRICT  
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

<b>Loans and Interest Maturing in the Year Ending December 31,</b>	<b>\$4,923,000 Tax Exempt General Obligation Refunding Loan Series 2023A-1 Dated October 2023 Principal due December 1, Interest Rate of 5.480% Payable June 1 and December 1</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2024	\$ 101,000	\$ 313,245	\$ 414,245
2025	150,000	264,246	414,246
2026	159,000	256,026	415,026
2027	167,000	247,312	414,312
2028	177,000	238,161	415,161
2029	186,000	228,461	414,461
2030	196,000	218,268	414,268
2031	207,000	207,528	414,528
2032	219,000	196,184	415,184
2033	231,000	184,183	415,183
2034	243,000	171,524	414,524
2035	257,000	158,208	415,208
2036	270,000	144,124	414,124
2037	285,000	129,328	414,328
2038	300,000	113,710	413,710
2039	315,000	97,270	412,270
2040	335,000	80,008	415,008
2041	355,000	61,650	416,650
2042	375,000	42,196	417,196
2043	395,000	21,646	416,646
	<b>\$ 4,923,000</b>	<b>\$ 3,373,278</b>	<b>\$ 8,296,278</b>

No assurance provided. See summary of significant assumptions.

**EXHIBIT C**

Certification of Tax Levy

# CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

**TO:** County Commissioners<sup>1</sup> of \_\_\_\_\_, Colorado.

On behalf of the \_\_\_\_\_,  
(taxing entity)<sup>A</sup>

the \_\_\_\_\_,  
(governing body)<sup>B</sup>

of the \_\_\_\_\_,  
(local government)<sup>C</sup>

**Hereby** officially certifies the following mills to be levied against the taxing entity's GROSS \$ \_\_\_\_\_ assessed valuation of: (GROSS<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)

**Note:** If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area<sup>F</sup> the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ \_\_\_\_\_ (NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)  
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10**

**Submitted:** \_\_\_\_\_ for budget/fiscal year \_\_\_\_\_.  
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

<b>PURPOSE</b> (see end notes for definitions and examples)	<b>LEVY<sup>2</sup></b>	<b>REVENUE<sup>2</sup></b>
1. General Operating Expenses <sup>H</sup>	_____ mills	\$ _____
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction <sup>I</sup>	< _____ > mills	\$ < _____ >
<b>SUBTOTAL FOR GENERAL OPERATING:</b>	<input type="text"/> mills	\$ <input type="text"/>
3. General Obligation Bonds and Interest <sup>J</sup>	_____ mills	\$ _____
4. Contractual Obligations <sup>K</sup>	_____ mills	\$ _____
5. Capital Expenditures <sup>L</sup>	_____ mills	\$ _____
6. Refunds/Abatements <sup>M</sup>	_____ mills	\$ _____
7. Other <sup>N</sup> (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
<b>TOTAL:</b> [ Sum of General Operating Subtotal and Lines 3 to 7 ]	<input type="text"/> mills	\$ <input type="text"/>

Contact person: \_\_\_\_\_ Daytime phone: ( ) \_\_\_\_\_  
(print)

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

*Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.*

<sup>1</sup> If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

<sup>2</sup> Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

**THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.).** Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

**CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:**

**BONDS<sup>J</sup>:**

- 1. Purpose of Issue: \_\_\_\_\_  
 Series: \_\_\_\_\_  
 Date of Issue: \_\_\_\_\_  
 Coupon Rate: \_\_\_\_\_  
 Maturity Date: \_\_\_\_\_  
 Levy: \_\_\_\_\_  
 Revenue: \_\_\_\_\_
  
- 2. Purpose of Issue: \_\_\_\_\_  
 Series: \_\_\_\_\_  
 Date of Issue: \_\_\_\_\_  
 Coupon Rate: \_\_\_\_\_  
 Maturity Date: \_\_\_\_\_  
 Levy: \_\_\_\_\_  
 Revenue: \_\_\_\_\_

**CONTRACTS<sup>K</sup>:**

- 3. Purpose of Contract: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Principal Amount: \_\_\_\_\_  
 Maturity Date: \_\_\_\_\_  
 Levy: \_\_\_\_\_  
 Revenue: \_\_\_\_\_
  
- 4. Purpose of Contract: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Principal Amount: \_\_\_\_\_  
 Maturity Date: \_\_\_\_\_  
 Levy: \_\_\_\_\_  
 Revenue: \_\_\_\_\_

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

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 13<sup>th</sup> day of November 2023.

---

Jeremy Bayens, Treasurer/Secretary

S E A L

October 26, 2023

Nate Melchoir  
*Board of Directors*  
Lincoln Station Metropolitan District  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

Dear Nate:

We are pleased to serve as the independent auditors for Lincoln Station Metropolitan District ("Client") for the year ended December 31, 2023. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement, and is collectively referred to herein as the "Letter" or the "Engagement Letter."

#### Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$6,500. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

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

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

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

#### Audit Scope and Objectives

We will audit Client's financial statements, as of and for the year ended December 31, 2023, and the disclosures (collectively, the "financial statements"), and if applicable, supplementary information.

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

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

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

#### Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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



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

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

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

#### Responsibilities of Management for the Financial Statements

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

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

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

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

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

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

### Reporting

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

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

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

#### Management Assistance

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

#### Engagement Administration

Greg Livin will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

#### Other Services

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

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

#### Conclusion and Approval to Proceed

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

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

  
Wipfli LLP

ACCEPTED: LINCOLN STATION METROPOLITAN DISTRICT

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

\_\_\_\_\_  
(Print Name and Title)

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

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**1. Entire Agreement**

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendices and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendices (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli’s independence from Client requiring pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as “we” or “us” or in a similar manner, and Client may be referred to as “you” or in a similar manner, and such references shall be read in context.

**2. Commencement and Term**

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

**3. Termination of Agreement**

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

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

**4. Fee Estimates and Change Orders**

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

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

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

**5. Payment of Fees**

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

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney’s fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

**6. Privacy and Engagement Staffing**

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

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

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

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

**7. Intellectual Property Rights**

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

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

**8. Mutual Confidentiality**

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

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

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

**9. Independent Contractor**

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

**10. Non-Exclusivity**

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

**11. Dispute Resolution**

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



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

12. **Governing Law**

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

13. **Severability**

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

14. **Notices**

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

15. **Electronic Signature**

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

16. **Record Retention**

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

17. **Assignment**

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all, or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control

of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

18. **Force Majeure**

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

**ANNUAL RESOLUTION OF  
THE BOARD OF DIRECTORS OF THE  
LINCOLN STATION METROPOLITAN DISTRICT**

At a special meeting of the Board of Directors of the Lincoln Station Metropolitan District, Douglas County, Colorado, held at 11:00 A.M., on Monday, November 13, 2023, via video conference [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d) or via telephone conference at Dial-In: 1-720-547-5281, Phone Conference ID: 397 078 182#, 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**, Section 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**, Sections 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**, Section 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**, Section 32-1-104(2), C.R.S. requires that the District, on or before January 15, file a copy of the notice required by Section 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, Sections 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**, Section 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, Sections 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 Section 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 Section 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 Section 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, Article 13 of Title 38, 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 Section 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 Section 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 Sections 32-1-903(2), 24-6-402(2)(c)(I) & (III), and 32-1-903(6)(c) 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, including an annual 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**, Section 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 (20) 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 Section 32-1-903(1.5), C.R.S. and further stating the date, time and physical location of such meeting; and

**WHEREAS**, Section 32-1-903(6)(a), C.R.S. requires that the Board hold an annual meeting at a time and location to be designated by the Board and such location may be in person, virtual, or in person and virtual; provided that if the annual meeting is held solely in person, then it must be held at a physical location within the boundaries of the District, within the boundaries of any county in which the District is located, in whole or in part, or within any other county so long as the physical location does not exceed five (5) miles from the District's boundaries; and

**WHEREAS**, pursuant to Section 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 Section 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 Section 24-12-101, C.R.S., and the oath must be filed with the County Clerk and Recorder, and in accordance with Section 32-1-901(1), C.R.S. with the Clerk of the Court and with the Division; and

**WHEREAS**, in accordance with Section 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 Section 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 Section 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 Section 32-1-902(3)(a), C.R.S.; and

**WHEREAS**, Directors are governed by Section 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 Section 18-8-308, C.R.S.; and

**WHEREAS**, Directors are governed by Section 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 Section 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 Section 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, Sections 24-71.3-101 *et seq.*, C.R.S.; and

**WHEREAS**, pursuant to Section 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**, Sections 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**, Section 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 Section 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 Section 32-1-207(3)(c), C.R.S., and unless otherwise waived or requested by an earlier date, any special district created after July 1, 2000, must electronically file an annual report for the preceding calendar year by October 1<sup>st</sup> 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, Sections 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 Section 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 Section 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, Sections 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 Section 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 that an order or decree confirming the inclusion of real property into the District is recorded; and

**WHEREAS**, in accordance with Section 32-1-104.5, C.R.S., (1) within one year of the date an order and decree has been issued by a district court for a newly organized metropolitan district; or (2) for all metropolitan districts organized after January 1, 2000, by January 1, 2023, such metropolitan district, shall establish, maintain and annually update an official website containing specific information as set forth in Section 32-1-104.5(3)(a), C.R.S.; 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**, Sections 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 the 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 Section 32-1-306, C.R.S on or before January 1.
2. The Board directs management 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 Sections 24-10-109 and 24-32-116, C.R.S.

3. The Board directs the 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 Section 32-1-809(2), C.R.S.; and (2) in accordance with Section 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 directs the District's manager 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 the District's manager 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 the URL Domain <https://www.lincolnstationmd.com/> as the District's official website and posting place for notices of meetings in 2024 pursuant to Sections 24-6-402(2)(c) and 32-1-104.5, C.R.S. and ratifies their designation of <https://www.lincolnstationmd.com/> as the posting place for notices of meetings in 2023 for purposes of Sections 24-6-402(2)(c) and 32-1-104.5, C.R.S. Further, in compliance with Section 24-6-402(2)(III), C.R.S., the Board designates 9380 Station Street, Lone Tree, Colorado 80124, as the public place within the boundaries of the District at which it may post notices of meetings if it is unable to post a notice on the District's official website.
11. The Board directs management to maintain and update the official website of the District in compliance with Section 32-1-104.5(3)(a), C.R.S.
12. 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.
13. The Board determines to hold a regular meeting on November \_\_, 2024, at 10:00 A.M via video conference at \_\_\_\_\_. The Board directs those notices of all meetings must include the method or procedures, including the conference number and/or link, by which members of the public can attend the meeting. Any additional means of public participation, if any, will also be designated on the meeting agenda.
14. The Board determines to hold its annual meeting as required by Section 32-1-903(6), C.R.S. on November \_\_, 2024, at \_\_: \_\_.M via video conference at \_\_\_\_\_. The Board directs those notices of all meetings must include the method or procedures, including the conference number and/or link, by which members of the public can attend the meeting. Any additional means of public participation, if any, will also be designated on the meeting agenda.
15. Pursuant to Section 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.

16. The Board directs legal counsel to prepare, administer and file an oath or affirmation in accordance with Sections 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 Section 24-14-102(2), C.R.S. or a bond for each Director as required by Section 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.
17. The Board hereby recognizes the election of the following officers for the District:
  - President/Chairman: Nathan Melchior
  - Treasurer/Secretary: Jeremy Bayens
  - Assistant Secretary: James R. Francescon
  - Assistant Secretary: Natalie Dustman
18. The Board directs that each Director may receive compensation for services as Directors in accordance with Sections 32-1-902(3)(a)(I) & (II), C.R.S.
19. 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 Section 18-8-308, C.R.S. shall be deemed filed with the Directors of the District when filed with the Secretary of State.
20. The Board authorizes the use of electronic records and electronic signatures. 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, Sections 24-71.3-101 *et seq.*, C.R.S.
21. 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 Section 24-72-203, C.R.S.
22. 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 Sections 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 Section 32-1-1101.5(1), C.R.S.
23. 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 Section 32-1-1101.5(1.5), C.R.S.
  24. The Board directs management to prepare and file an annual report as required by Section 32-1-207(3)(c), C.R.S. by October 1, 2024 or such earlier date as requested by the Board of County Commissioners or governing body of any municipality in which the District is located.
  25. 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.
  26. 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 (90<sup>th</sup>) day after the date of the executive session.
  27. The Board hereby designates the District's accountant as its official custodian over public deposits in accordance with Sections 11-10.5-101 *et seq.*, C.R.S.
  28. The Board directs legal counsel to prepare the special district public disclosure statement in accordance with Section 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.
  29. L. Noël Nail, of Icenogle Seaver Pogue, P.C., is hereby appointed as the "Designated Election Official" of the Board for any elections to be held during 2024 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.



30. 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.

**[The remainder of this page is intentionally left blank.]**

Whereupon a motion was made and seconded, and upon a majority vote this Annual Resolution was approved by the Board.

**ADOPTED AND APPROVED THIS 13<sup>TH</sup> DAY OF NOVEMBER 2023.**

LINCOLN STATION METROPOLITAN DISTRICT

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Nathan Melchior, President

ATTEST:

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Jeremy Bayens, Treasurer/Secretary

**CERTIFICATION**

I, Jeremy Bayens, Treasurer/Secretary of 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 13<sup>th</sup> day of November 2023.

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Jeremy Bayens, Treasurer/Secretary

[SEAL]



## ICENOGLE SEAVER POGUE

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### 2024 BILLING RATES

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T. Edward Icenogle	Of Counsel	\$360.00 per hour
Tamara K. Seaver	Shareholder	\$485.00 per hour
Alan D. Pogue	Shareholder	\$485.00 per hour
Jennifer L. Ivey	Shareholder	\$425.00 per hour
Deborah A. Early	Shareholder	\$405.00 per hour
Anna C. Wool	Shareholder	\$305.00 per hour
Shannon Smith Johnson	Shareholder	\$305.00 per hour
Alicia J. Corley	Associate	\$290.00 per hour
Karlie R. Ogden	Associate	\$275.00 per hour
Alexandra L. Moore	Associate	\$250.00 per hour
Kayla M. Enriquez	Associate	\$250.00 per hour
Hannah E. Huval	Associate	\$250.00 per hour
Stacie L. Pacheco	Paralegal	\$205.00 per hour
Donette B. Hunter	Paralegal	\$205.00 per hour
Megan Liesmaki	Paralegal	\$205.00 per hour
L. Noel Nail	Paralegal	\$205.00 per hour
Hannah Pogue	Legal Administrator	\$ 55.00 per hour
T. Max Gilida	Legal Administrator	\$ 55.00 per hour



## ICENOGL SEAVR POGUE

### MEMORANDUM

**TO:** Board of Directors, Managers, and other District Representatives

**FROM:** Icenogle Seaver Pogue, P.C.

**DATE:** July 21, 2023

**RE:** Summary of 2023 Legislation

### INTRODUCTION

The First Regular Session of the Seventy-Fourth General Assembly of the State of Colorado (the “General Assembly”) convened on January 9, 2023, and adjourned on May 8, 2023. This memorandum summarizes certain bills enacted into law in 2023 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 GENERALLY

#### Special District Construction Contracts

**HB 23-1023**

Under current law, a special district is only required to publish a notice for bids on all construction contracts for work, material, or both if the expense is equal to or in excess of \$60,000. House Bill (“HB”) 23-1023, increases the dollar amount threshold from \$60,000 to \$120,000. In addition, this amount shall be adjusted accounting for inflation on July 1, 2028, and every five years thereafter. HB 23-1023 will take effect on August 7, 2023, unless a referendum petition is filed.

#### Remedies Person with Disabilities

**HB 23-1032**

This bill prohibits an individual with a disability from being excluded from participation in, or denied the benefits of services, programs, or activities provided by a public entity or a “place of public accommodation.”<sup>1</sup> The bill establishes that a person alleging discrimination on the basis of a disability in employment, housing, or discriminatory advertising must first exhaust available administrative proceedings and remedies before filing an action in district court. In the case of alleged discrimination in a place of public accommodation, an individual may file an action directly with the court. In certain civil suits, the

<sup>1</sup> “Place of public accommodation” means any place of business engaged in any sales to the public and any place offering services, facilities, privileges, advantages, or accommodations to the public, including but not limited to... any sporting or recreational area and facility; any public transportation facility; ... swimming pool, ..., gymnasium, or other establishment conducted to serve the health, appearance, or physical condition of a person; ... or any public building, park, arena, theater, hall, auditorium, museum, library, exhibit, or public facility of any kind whether indoor or outdoor. C.R.S. § 24-34-601(1).

bill permits a court to require compliance with applicable provisions and award either actual monetary damages or levy a statutory fine. This bill took effect on May 25, 2023, upon signature of the Governor.

**Homeowners' Association + Metropolitan District Homeowners' Rights Task Forces      HB 23-1105**

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HB 23-1105 creates two task forces: the Homeowners Association Homeowner's Rights Task Force ("HOA Task Force"), and the Metropolitan District Homeowner's Rights Task Force ("Metro Task Force"). Among other things, the HOA Task Force has the authority to investigate Homeowners' Association (HOA) fining authority and practices, foreclosure practices, and communications between HOA and HOA homeowners. The Metro Task Force will be comprised of the State Director of the Division of Housing and the Director of the Division of Real Estate, both *ex officio* members, and two homeowners residing in a metropolitan district, an elected member of a city council, a Colorado licensed attorney who primarily represents homeowners in legal proceedings against metropolitan districts, a representative of a nonprofit organization that represents the affordable housing community, a member of the House of Representatives, a member of the Senate, a Colorado licensed attorney who specializes in metropolitan district law, an elected County Commissioner, a representative of a developer, a representative recommended by a statewide nonprofit organization that represents metropolitan districts in a coalition. Appointments to the Metro Task Force will be made on or before November 1, 2023. The Metro Task Force has the authority to investigate metropolitan district tax levying authority and practices, foreclosure practices, communications between homeowners and metropolitan districts, and metropolitan district governance policies (including voting and elections). The Metro Task Force shall also examine how a metropolitan district that enforces covenants could be transitioned into a common interest community. For purposes of HB 23-1105 a "metropolitan district" is limited to metropolitan districts that were created to finance infrastructure to support a housing subdivision, as such, commercial metropolitan districts would not fall within the purview of HB 23-1105. A metropolitan district shall notify its residents about the task force before the task force holds its first meeting. The Metro Task Force shall prepare an interim report on or before March 1, 2024, and a final report on or before June 15, 2024. HB 23-1105 took effect on May 26, 2023.

**Transparency for Metropolitan Districts      SB 23-110**

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Starting on January 1, 2024, all metropolitan district service plans submitted to one or more county commissioners or municipalities must set the maximum mill levy for general obligation indebtedness that may be levied and the maximum debt that may be issued by the metropolitan district. SB 23-110 also requires that beginning in 2023 any metropolitan district with residential units within its boundaries that was organized after January 1, 2000 and is not in inactive status, hold an annual meeting at which no official action will be taken, that includes a presentation regarding the current public infrastructure projects within the metropolitan district and outstanding bonds, a review of unaudited financial statements showing year-to-date revenues and expenditures, and an opportunity for members of the public to ask questions. This meeting must be held in person, virtually, or in person and virtually, provided that, an annual meeting that is held solely in person must be held at a physical location that is within the boundaries of the metropolitan district, within the boundaries of any county in which the metropolitan district is located, in whole or in part, or within any other county so long as the location does not exceed five miles from the metropolitan district's boundaries. In addition, at a meeting at which the board adopts the annual budget for the metropolitan district, the board must provide a public comment period during the meeting. SB 23-110 also requires, that prior to issuing debt to a metropolitan district director or any entity with respect to which a director must make disclosure pursuant to Section 24-18-109, C.R.S., the metropolitan district must receive a statement from a registered municipal advisor certifying that the interest rate satisfies certain statutory requirements set forth in SB 23-110. Finally, SB 23-110 also requires that on or after January 1, 2024, a seller of residential real property within a metropolitan district organized on or after January 1, 2000, must provide the purchaser of the property with the metropolitan district's official website, which will be

provided as part of the Colorado Real Estate Commission approved seller’s property disclosure or other concurrent writing . SB 23-110 will take effect on August 7, 2023, unless a referendum petition is filed.

### **Waterwise Landscaping**

**SB 23-178**

SB 23-178 clarifies existing laws and establishes new laws relating to waterwise landscaping in associations, common interest communities, and special districts by allowing homeowners to use non-vegetative landscaping. SB 23-178 also allows an association (or, “unit owners’ association”), as defined in Section 38-33.3-301, C.R.S. to adopt and enforce design or aesthetic guidelines. SB 23-178 also clarifies that any restrictive covenant, bylaws, or rules or regulations of a common interest community, as defined by Section 38-33.3-103, C.R.S.; or any rules or policy of a special district, as defined in Section 32-1-103, C.R.S.; that prohibits waterwise landscaping is contrary to public policy and is unenforceable. In addition to an association, a common interest community or special district may adopt design or aesthetic guidelines, provided that they do not: (1) prohibit non-vegetative turf grass from being used in the backyard of a unit owner’s property; (2) unreasonably mandate the use of hardscape for more than 20% of landscaping in a unit; (3) prohibit vegetable gardens anywhere in the yard of a unit owner; and (4) prohibit property owners from having the option of utilizing at least 80% drought tolerant plantings. In addition, an association must select at least 3 preplanned and preapproved waterwise garden designs for front yards within each individual common interest community. In order to qualify for preapproval, any design must conform to the waterwise design principles laid out in Section 37-60-135(2)(1), C.R.S. Preapproved designs may be selected from The Colorado State University Extension Plant Select Organization’s design list. Through Section 38-33-106.5(1)(i)(I)(A), and Section 37-60-126 (11)(a)(III), C.R.S., the laws adopted by SB 23-178 apply to both detached single family homes and attached single family homes sharing one or more walls with another unit, albeit through different statutory provisions. SB 23-178 does not apply to condominiums.

For every unit owner within an association affected by a violation, the unit owner may bring a civil action so as to prevent further violations and may recover actual damages plus \$500.00, costs, and reasonable attorney’s fees. A unit owner must also give an association 45 days’ notice to cure any violation before filing suit. SB 23-178 will take on effect on August 7, 2023, unless a referendum petition is filed.

## **EMPLOYMENT**

### **Worker’s Compensation**

**HB 23-1076**

Under current law, if a worker’s compensation claim arises out of mental impairment, a claimant is limited to 12 weeks of benefits. HB 23-1076 allows a claimant to claim 36 weeks of benefits. HB 23-1076 also clarifies that, within 45 days of an insurer or self-insured employer terminating an employee’s “temporary total disability benefits” as defined in Section 8-42-105(3)(c), C.R.S. an employee may apply for an expedited hearing on any issues stated in Sections 8-42-105(5)(a)(I) – (III), C.R.S. HB 23-1076 also clarifies that all permanent partial disability benefits are not limited to a specific medical treatment. Lastly, HB 23-1076 also clarifies the rules regarding the allocation of costs for an independent medical examination as well as the rules regarding costs and hearings in front of an administrative judge adjudicating worker’s compensation disputes. HB 23-1076 will take effect on August 7, 2023, unless a referendum petition is filed.

### **Additional Uses of Paid Sick Leave**

**SB 23-017**

SB 23-017 expands the Colorado Healthy Families and Workplaces Act to allow an employee to use sick leave for: grieving, attending a funeral or memorial service, or to deal with financial and/or legal matters incidental to the death of a family member; if an employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence; or if an employee needs to evacuate their place of residence due to inclement

weather, loss of power, loss of heating, loss of water, or other unexpected occurrence.<sup>2</sup> SB 23-017 will take effect on August 7, 2023, unless a referendum petition is filed.

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**Average Weekly Wage Paid Benefits Leave**

**SB 23-046**

SB 23-046 modifies the calculation of an individual’s weekly leave benefits under the Colorado Paid Family and Medical Leave Insurance (FAMLI) Act by allowing all jobs worked to be included in the calculation. Under the law prior to SB 23-046, only the individual’s average weekly wage from the job or jobs from which the individual was taking leave were included in the calculation. SB 23-046 took effect on March 23, 2023.

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**Fairness in Job Applications**

**SB 23-058**

SB 23-058 created the Job Application Fairness Act, which, on or after July 1, 2024, prohibits employers from requesting or requiring, on an initial job application, that an applicant disclose their age, date of birth, and/or their dates of attendance/graduation from an educational institution. An employer may request that an applicant provide additional application materials such as certifications, transcripts, and/or other materials, provided that the employer notifies the applicant they may redact the information outlined above. An employer may also request that an individual verify their compliance with age requirements if required by an occupational qualification and/or federal/state law or regulation, provided verification does not violate the nondisclosure requirements outlined above by, for example, asking for the specific age of the individual. SB 23-058 will take effect on August 7, 2023, unless a referendum petition is filed.

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**Ensure Equal Pay for Equal Work**

**SB 23-105**

SB 23-105 amends the Colorado Equal Pay for Equal Work Act. Section 2 of SB 23-105 directs the Director of the Division of Labor and Statistics to adopt new processes for the mediation of complaints of alleged violations of Section 8-5-102, C.R.S., promulgate rules for enforcement and, when violations are founds, to order compliance and/or other relief. SB 23-105 also increases the allowance for back pay from three to six years. Section 3 of SB 23-105 requires an employer to disclose, on every job posting: the date the application window closes, in addition to the already required inclusion of the hourly or salary compensation or range thereof and description of the job’s benefits and other compensation. SB 23-105 also requires that within 30 calendar days of a candidate beginning work, the employer must make reasonable efforts to provide employees whom the employer intends the selected candidate to work with: the selected candidate’s name, the selected candidate’s former job title if the selected candidate was already employed by the employer, the selected candidate’s new job title, and information on how employees may show interest in similar job opportunities should they arise. Additional requirements are applicable for positions with career progression. Nothing in SB 23-105 requires an employer to identify an employee in a way that violates their privacy rights under local, state, or federal law. SB 23-105 will take effect on January 1, 2024, unless a referendum petition is filed.

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**Public Employees Workplace Protection**

**SB 23-111**

SB 23-111 creates the “Protections for Public Workers Act,” Sections 29-33-101, C.R.S., *et. seq.* and adds labor protections for public employees within Colorado, which is defined to include employees of special districts. Under SB 23-111 a public employee has the right to: discuss or express their views regarding public employee representation, workplace issues, or the rights granted to the public employee in Protections for Public Workers Act; engage in protected, concentrated activity for the purpose of mutual aid or protection; fully participate in the political process while off duty and/or not in uniform, including the ability to speak with members of the public employer’s governing body on matters related to

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<sup>2</sup> For a more detailed explanation, please consult §§ 8-13.3-404(1)(a)(IV), (e), (f), C.R.S.



employment or a matter of public concern and the ability to engage in other political activities in the same manner as others in Colorado; and organize, form, join, or assist or refrain from, organizing, forming, joining, or assisting an employee organization. Provided, however, an employer may limit these rights to the extent necessary to maintain the nonpartisan role of the employer.

A public employer shall not: discriminate or threaten to discriminate against, coerce, intimidate, interfere with, or impose reprisals against a public employee exercising these rights; interfere in the administration of an employee organization; discharge or discriminate against a public employee because they have filed an affidavit, petition, or complaint or given any information or testimony pursuant to the Protections for Public Workers Act or because they formed, joined, assisted, or chosen to be represented by an employee organization.

Section 29-33-105(3), C.R.S. which grants the Division of Labor Standards the authority to adjudicate unfair labor practices, will take effect on July 1, 2024. The remainder will take effect on August 7, 2023, unless a referendum petition is filed.

### **Protecting Opportunities and Workers' Rights (POWR) Act**

**SB 23-172**

SB 23-172 amends the Colorado Anti-Discrimination Act by defining “harassment” as “unwelcome conduct or communication related to an individual’s membership in a protected class where submission to the conduct is a condition of the individual’s employment, is used as a basis for employment decisions or interferes with the individual’s work, or is objectively offensive to a reasonable person in the same protected class.” SB 23-172 specifies that (1) harassment does not need to be severe or pervasive to constitute a discriminatory or unfair practice; (2) petty slights or annoyances or lack of good manners do not constitute harassment unless it meets the totality of the circumstances and the standards in the bill; and (3) various factors are considered under the totality of the circumstances. This bill makes additional changes to anti-discrimination laws including but not limited to the following: adding protections for individuals based on their marital status; eliminating the ability of an employer to assert that an individual’s disability has a significant impact on the job as the rationale for being unable to accommodate an individual who is otherwise qualified for the job; requiring employers to preserve records of complaints related to discriminatory or unfair labor practices for at least five years and include certain information in the complaint repository; and establishing an affirmative defense for an employer if the employer meets certain requirements, including a harassment prevention program. A harassment prevention program satisfies the affirmative defense if the employer promptly investigates complaints and takes reasonable remedial actions when warranted. Additionally, under SB 23-172 a nondisclosure provision in a contract preventing the disclosure of an alleged discriminatory or unfair employment practice is void unless: it provision applies equally to all parties; clearly states that it does not restrain an employee or prospective employee from disclosing the underlying facts of alleged practices, which includes disclosing the existence and terms of a settlement to the people, peoples, groups, agencies, governments, or any other purpose as required by law as listed in Sections 24-34-407(1)(b)(I) – (IV), C.R.S. SB 23-172 also states that any disclosure under (1)(b) of this section is not disparagement; and that if a nondisparagement provision is included in a contract, and if the employer disparages the employee or prospective employee, the employer may not seek enforcement or damages.

Under SB 23-172, an employer must preserve any employment or personal record that the employer made, received, or kept for at least five years after the latter of: the date the employer made or received the record or the date of the personnel action about which the record relates to, or to the final disposition of the issue. SB 23-172 will take effect on August 7, 2023, unless a referendum petition is filed.

## HOUSING

### **Regulating Local Housing Growth Restrictions**

**HB 23-1255**

HB 23-1255 prohibits a governmental entity (inclusive of special districts) from enacting or enforcing an anti-growth law affecting non-publicly owned property, except in certain circumstances. HB 23-1255 defines an “anti-growth law” as “a land use law that explicitly limits either the growth of the population in the governmental entity's jurisdiction or the number of development permits or building permit applications for residential development or the residential component of any mixed-use development submitted to, reviewed by, approved by, or issued by a governmental entity for any calendar or fiscal year.” HB 23-1255 provides a number of exceptions allowing for the enactment of temporary, nonrenewable anti-growth laws which may not be effective for more than twenty-four months in any given five-year period. HB 23-1255 will take effect on August 7, 2023, unless a referendum petition is filed.

## ELECTIONS

### **Modifications to Laws Regarding Elections**

**SB 23-276**

SB 23-276 contains various additions, amendments, and repeals regarding Colorado Election Law. Many sections of this bill do not apply to special districts, only those sections that apply are outlined below.

- Section 1 amends the definition of identification to include any form of identification as specified in Sections 1-1-104(19.5)(a)(I) -19.5(a)(XIII), C.R.S. that is in a digital format.
- Section 2 repeals certain language regarding the determination of residence for purposes of voting in an election.
- Section 18 adds that for any coordinated election, the County who will conduct the coordinated election on behalf of a special district shall enter into an agreement sharing the county’s reasonable costs in relation to the coordinated election that are not otherwise reimbursed by the state. Section 27 also clarifies that special districts are only responsible for the actual costs of a coordinated election and not costs such as overhead costs or other costs listed in Section 1-7-116 (b), C.R.S.
- Section 19 removes language requiring that nothing within this section shall be construed to mean that a special district replace a voting system in use prior to May 28, 2004.
- Section 26 lays out requirements for (“Watchers”), as defined in Section 1-1-104 (51), C.R.S., and directs a County Clerk or Designated Election Official to revoke the certificate of a Watcher who takes or records pictures or videos in places where election activity occurs or places where confidential or personally identifiable information is in view.
- Section 28 clarifies that an elector may take a mobile phone or other electronic device into a voter service or polling center provided they do not make or receive any phone calls, except for calls to or from the Multilingual Ballot Hotline. In addition, an elector may not take **any** pictures or videos of any item in a voter service or polling center other than pictures or videos of their own ballot.
- Section 29 clarifies that only an election judge can examine an electromechanical voting system component to determine if the system or any of its components have been defaced or damaged. Such may be necessary to determine if any wrongdoing has occurred.
- Section 30 clarifies that a bipartisan group of election judges shall create a true duplicate copy of a damaged ballot so that said ballot can be read by an electronic voting system.
- Section 34 clarifies rules for signature verification and the curing of a deficiencies in ballots. In addition, this section also sets the timeline for the update of the Statewide Voter Registration System so as to reflect that a voter has cured a deficiency in their ballot.
- Section 39 states that any recount of coordinated election be in accordance with Section 1-10.5-102, C.R.S. Section 40 further clarifies that for any recount not required by law or regulation, an

interested party may submit a “notarized written request” in accordance with Section 1-10.4-102, C.R.S. Section 40 also lays out the requirements and timeline for the filing of a recount request.

- Section 47 clarifies rules on contribution limits to candidate committees or groups that donate to candidate committees, such as an issue committee or small-scale committee. In particular the bill prohibits an issue committee or small-scale committee from donating to a candidate committee. In addition, the bill also clarifies the date that a candidate committee must be terminated, depending on whether a candidate is elected or not elected. Sections 1-45-103.7 (12)(a)(I), (II), C.R.S.
- Section 52 clarifies that no special district may expend any money from any source or make any contributions to urge electors to vote in favor of or against any referred measure, as defined in Section 1-1-104(34.5), C.R.S. passed by the General Assembly or the governing body of any political subdivision with authorization to refer matters to voters or recall measure for the recall of any officer that that has been submitted for approval for circulation on an approved petition form.
- Section 54 clarifies that any County Clerk or Designated Election Official shall not use any state or federal money to pay for advertising expenses that “predominantly features a person who is a declared candidate for a federal, state or local office.” Section 25-75-115(1), C.R.S. Advertising does not include official notices, communications required by law or ongoing/routine communications.

SB 23-276 took effect on June 6, 2023. Section 18 will take effect on July 1, 2024.

## PUBLIC RECORDS

### Access to Government Records

**SB 23-286**

SB 23-286 makes the following changes to the Colorado Open Records Act (“CORA”):

- Prohibits the custodian of public records from requiring a requester to provide identification in order to request or inspect a public record, except as required by Section 24-72-204(3.5)(g), C.R.S. or when a record requested is confidential and accessible only on the basis that the requester the person in interest.
- For any public record that is stored in a searchable digital format, a custodian shall provide a digital copy of the public record, unless otherwise requested, via email or another mutually agreed method if the records are too large for an email. Unless required by Section 24-72-204(3.5)(b), C.R.S., no digital record shall be made into a non-searchable non-digital record before production in response to a request.
- Addition of the ability of the custodian to deny access to telephone numbers and home addresses that are provided by a person to an elected official or special district for the purpose of communications from the elected official or special district.
- Unless disclosure is otherwise prohibited and notwithstanding Sections 2-3-511 and 24-72-203(3)(a)(X), (X.5), C.R.S., any public records relating to “sexual harassment complaints made against an elected official and the results or report of investigations regarding alleged sexual harassment by an elected official conducted by or for that official's government” shall be made available for inspection if the investigation concluded that the elected official is culpable for any act of sexual harassment; except that the identity of any accuser, accused who is not an elected official, victim, or witness and any other information that would identify any such person, and any other portion not subject to disclosure under Section 24-72-204(2), C.R.S. must be redacted.
- A custodian shall not charge a per-page fee basis for digital records.
- Should a custodian allow the public to pay for other services/products with a credit card or other electronic payment method, the custodian shall allow the requester to pay any fee or deposit associated with a record request via a credit card or other electronic payment method. A custodian may charge a requestor any service fee charged by a credit card company.

SB 23-286 will take effect on August 7, 2023, unless a referendum petition is filed.

## **PUBLIC SAFETY**

### **Wildfire Evacuation and Clearance Time Modeling**

**HB 23-1075**

HB 23-1075 directs the State Office of Emergency Management to study the efficacy and feasibility of local or jurisdictional emergency management agencies with jurisdiction in a wildfire risk area to integrate evacuation and clearance time modeling into their emergency management plans. HB 23-1075 took effect on May 12, 2023.

### **Inclusive Languages in Emergency Situations**

**HB 23-1237**

HB 23-1237 directs the University of Colorado’s Natural Hazards Center (“Hazards Center”) to determine what fire districts and local 911 agencies need to provide emergency alerts in languages other than English by July 1, 2024. In addition, the Hazards Center shall determine what local 911 agencies must provide language interpretation in 911 calls by July 1, 2024. HB 23-1237 took effect on May 12, 2023.

### **Establishment of a Wildfire Resiliency Code Board**

**SB 23-166**

SB 23-166 concerns the establishment of Wildfire Resiliency Code Board (“Board”) adopt model codes and standards for the mitigation of damage from wildfires in wildland-urban interface areas. The bill also requires that local governments, which includes fire protection districts, which have the authority to adopt building of fire codes, shall adopt codes that meet or exceed the model code set by the Board. HB 23-1237 took effect on May 12, 2023.

## **TAX**

### **Electronic Sales and Use Tax Simplification System**

**HB 23-1017**

HB 23-1017 concerns updates to the State’s Electronic Sales and Use Tax Simplification System (“System”). Of note to special districts collecting sales and use taxes, is the addition of a filtering option to sort retailers and create exportable spreadsheet reports. The Department of Revenue shall not charge any convenience or similar fee for use of the System nor shall it deduct an amount from moneys distributed to local taxing jurisdictions in lieu of any convenience or similar fee. HB 23-1017 will take effect on August 7, 2023, unless a referendum petition is filed.

### **Metropolitan District Tax for Parks and Recreation**

**HB 23-1062**

HB 23-1062 extends the ability of a metropolitan district to levy a uniform sales tax for purposes of parks or recreational facilities or programs. The tax is only effective in areas of the district that are not also within the boundaries of an incorporated municipality. The net revenues of any such tax that is levied are limited to being used on parks or recreational facilities or programs. HB 23-1062 will take effect on August 7, 2023, unless a referendum petition is filed.

### **Allowing Temporary Reductions in Property Tax Due**

**SB 23-108**

SB 23-108 codifies the practice of certain local governments using a temporary mill levy reduction to provide property tax relief for purposes other than to effect a refund for any purpose required by TABOR. Concurrent with the certification of a levy to the county commissioners, a local government may certify the temporary property tax credit or mill levy reduction. A temporary reduction in property taxes for the purpose of tax relief is subject to annual renewal. SB 23-108 will take effect on August 7, 2023, unless a referendum petition is filed.

## Reduced Property Taxes and Voter-approved Revenue Change

SB 23-303

The passage of SB 23-303 is intended to address significant anticipated property tax increases for property owners in the forthcoming years. Most provisions of SB 23-303 will require voter approval to become effective and will be submitted to the Colorado voters as “Proposition HH” at the general election to be held on November 7, 2023. Proposition HH will read as follows: *Shall the state reduce property taxes for homes and businesses, including expanding property tax relief for seniors, and backfill counties, water districts, fire districts, ambulance and hospital districts, and other local governments and fund school districts by using a portion of the state surplus up to the proposition HH cap as defined in this measure?*

The passage of SB 22-238 last year resulted in the reduction of assessed valuations through 2024. Subject to a cap set forth in SB 22-238, the State is required to reimburse local government entities for property tax revenue lost as a result of those reduced assessed valuation calculations.

Pursuant to SB 23-303, assessed valuation calculations are further reduced for several classes of real property over a period of ten (10) years, as set forth in the chart below. This reduction will further impact property taxes collected by local governments. Under SB 23-303, the State will generate additional funds to reimburse local governments for lost property tax revenue by using a portion of the State’s TABOR surplus to backfill the lost property tax revenue. TABOR currently requires State surpluses to be refunded to the taxpayers, and further requires the State to obtain authorization from Colorado voters to reduce property taxes and to retain excess State tax revenues to backfill the revenue lost by local governments. As required by SB 23-303, the State will refer Proposition HH to the voters at the November 2023 election to obtain voter authorization to reduce property taxes and retain excess State tax revenues as set forth in SB 23-303. If Proposition HH passes, the State will be authorized to retain and spend all of the State surplus that is under the Proposition HH cap and the assessed valuation calculations set forth in the chart below will be in effect. If Proposition HH fails, the property tax reductions and local government backfill using excess State tax revenues will be repealed and will not go into effect, and the State’s current property tax law under SB 22-238 will continue to apply.

The chart below<sup>3</sup> compares the State’s current property tax law under SB 22-238 with the property tax laws enacted under SB 23-303, assuming Proposition HH is approved by the Colorado voters at the November 2023 election.

Current Law - SB22-238	SB23-303 (w/ ballot measure approved)
LODGING:	LODGING:
<u>2023 tax year</u> : 27.9% (no \$30K reduction)	<u>2023 tax year</u> : 27.85% of the actual property value, <i>minus</i> the lesser of \$30,000 or the amount that causes the assessed value to be \$1,000 (the “30K reduction”)
<u>2024 tax year and all subsequent years</u> : 29%	<u>2024 to 2026 tax years</u> : 27.85% (no \$30K reduction)

<sup>3</sup> Chart courtesy of BROWNSTEIN CLIENT ALERT, MAY 9, 2023 entitled *Major Property Tax Relief Passed by the Colorado Legislature, Now It’s Up to the Voters.*

2027 to 2028 tax years: 27.65%

2029 to 2030 tax years: 26.9%

2031 to 2032 tax years:

a) 25.9%, *if* for the 2031 tax year, the average increase in assessed value for property within the 32 counties with the smallest increase in total valuation is  $\geq 3.7\%$  (“*Sufficient AV Growth*”)

b) 26.9%, *if* for the 2031 tax year, the average increase in assessed value for property within the 32 counties with the smallest increase in total valuation is  $< 3.7\%$  (“*Insufficient AV Growth*”)

All tax years following 2032: 29%

AGRICULTURE and RENEWABLE ENERGY-PRODUCING LAND:

2023 and 2024 tax years: 26.4% of the actual property value, *minus* the \$30K reduction

All tax years following 2024: 29%

AGRICULTURAL, RENEWABLE ENERGY PRODUCING LAND, and NEW RENEWABLE ENERGY AGRICULTURAL LAND:

Agricultural *or* Renewable Energy:

2023 to 2030 tax years: 26.4% (*no \$30K reduction*)

2031 to 2032 tax years:

a) 25.9%, *if* for the 2031 tax year, there is Sufficient AV Growth

b) 26.4%, *if* for the 2031 tax year, there is Insufficient AV Growth

All tax years following 2032: 29%

Renewable Energy Agricultural Land:

2023 tax year: 26.4% (*no \$30K reduction*)

2024 to 2032 tax years: 21.9%

All tax years following 2032: 29%

IMPROVED COMMERCIAL SUBCLASS:

IMPROVED COMMERCIAL SUBCLASS:

2023 tax year: 27.9% of the actual property value, *minus* the \$30K reduction.

2024 tax year and all subsequent years: 29%

2023 tax year: 27.85% of the actual property value, *minus* the \$30K reduction

2024 to 2026 tax years: 27.85% (*no \$30K reduction*)

2027 to 2028 tax years: 27.65%

2029 to 2030 tax years: 26.9%

2031 to 2031 tax years:

a) 25.9%, *if* for the 2031 tax year, there is Sufficient AV Growth

b) 26.9%, *if* for the 2031 tax year, there is Insufficient AV Growth

All tax years following 2032: 29%

ALL OTHER NONRESIDENTIAL (*that is not commercial, lodging, agriculture or renewable energy*):

2023 tax year: 27.9% (*no \$30K reduction*)

2024 tax year and all subsequent years: 29%

ALL OTHER NONRESIDENTIAL (*that is not commercial, lodging, agriculture, renewable energy, renewable energy agriculture, or is not under a vacant land subclass*):

2023 to 2026 tax year: 27.85% (*no \$30K reduction*)

2027 to 2028 tax years: 27.65%

2029 to 2030 tax years: 26.9%

2031 to 2031 tax years:

a) 25.9%, *if* for the 2031 tax year, there is Sufficient AV Growth

b) 26.9%, *if* for the 2031 tax year, there is Insufficient AV Growth

All tax years following 2032: 29%

MULTI-FAMILY:

2023 tax year: 6.765% of the actual property value, *minus* the lesser of \$15,000 or the amount that

MULTI-FAMILY:

2023 tax year: 6.7% of the actual property value, *minus* the lesser of \$50,000 or the amount

reduces the assessed value to \$1,000 (the “\$15K reduction”).

2024 tax year: 6.8%

All years following 2024 tax year: 7.15%

that reduces the assessed value to \$1,000 (the “\$50K reduction”).

2024 to 2032 tax year: 6.7% of the actual property value, *minus* the lesser of \$40,000 or the amount that reduces the assessed value to \$1,000 (the “\$40K reduction”).

All tax years following 2032: 7.15%

SINGLE FAMILY:

2023 tax year: 6.765% of the actual property value, *minus* the \$15K reduction

2024 tax year: To be temporarily established by the property tax administrator on or before March 21, 2024, the percentage necessary to generate an aggregate reduction of local government property tax revenue of \$700M in tax years 2023 and 2024

All years following 2024 tax year: 7.15%

SINGLE FAMILY:

2023 tax year: 6.7% of the actual property value, *minus* the \$50K reduction

2024 to 2024 tax years: 6.7% of the actual property value, *minus* the \$40K reduction

2025 to 2032 tax years: There is a split in Single Family tax rates between Primary Residence, Qualified-Senior Primary Residence and Non-primary Residence as follows:

· Primary Residence (including Multi-Family Primary Residence\*): 6.7% of the actual property value, *minus* the \$40K reduction.

· Qualified-Senior Prim. Residence: 6.7% of the actual property value, *minus* the lesser of \$140,000 or the amount that reduces the assessed value to \$1,000.

· Non-Primary Residence (All other residential that is not Multi-Family, Primary Residence or Qualified-Sr Prim Residence): 6.7% (no reduction)

All tax years following 2032: 7.15%

\*Definition of Multi-Family Primary Residence is discussed below.

Also, for tax years beginning in 2025, SB 22-303 also includes new subclasses of property as follows:

- Single-family residential class includes three subclasses: Primary Residence, Qualified-Senior Primary Resident, and all other residential that is not multi-family, primary residence or qualified-senior primary resident;
- Multi-Family Primary Residence subclass, and



- a Renewable Energy Agricultural Land subclass.

SB22-238, already required the state to reimburse local government entities (including water districts, fire districts, ambulance and hospital districts and school districts) for property tax revenue lost as a result of reductions in valuation, subject to a cap and a shorter duration. SB23-303 generates additional funds to reimburse local governments and certain special districts by dedicating a portion of the state TABOR surplus to the backfill and extending the backfill relief from 2024 through 2032. SB 23-303 is subject to statewide voter approval in the November 2023 General Election as Proposition HH. If Proposition HH passes, SB 23-303 will take effect on the date of the vote's official declaration by the governor. Given this timing, SB 23-303 also revises certain statutory deadlines for property tax year 2023 including the deadline for mill levy certification pursuant to Section 39-5-128, C.R.S., which is postponed from December 15, 2023 to January 5, 2024.

### **Property Tax Valuation**

**SB 23-304**

SB 23-304 concerns changes to the assessment and valuation of property tax. SB 23-304 requires a county assessor to take into consideration a property's current use; existing zoning, governmental, or environmental land use restrictions; multi-year leases or other contractual agreements affecting the use of or income from the property; easements and reservations of record; and covenants, conditions, and restrictions of record, in setting valuation of the property. In addition, SB 23-304 makes changes to some taxpayer protests processes and taxpayer data requests. SB 23-304 will take effect on August 7, 2023, unless a referendum petition is filed.

## **MISCELLANEOUS**

### **Requiring Labeling of Disposable Wipes**

**SB 23-150**

SB 23-150 requires that after December 31, 2023, packages of premoistened, nonwoven disposable wipes be labeled with the phrase "Do Not Flush." SB 23-150 will take effect on August 7, 2023, unless a referendum petition is filed.

### **Local Government Provision of Communication Services**

**SB 23-183**

SB 23-183 makes certain changes and clarifications regarding the provision of cable television, telecommunications, or broadband internet services. Under current law, special districts are prohibited from providing these services without voter approval. SB 23-183 removes the voter approval requirement and allows special districts to provide the above referenced services or enter into public-private partnership agreements without voter approval. It should be noted that advance voter approval may still be required for purposes of TABOR. SB 23-183 also allows local governments to provide middle mile infrastructure, as defined in 47 U.S.C. § 1741(a)(9). SB 23-183 took effect on May 1, 2023.

### **Water Quality Control Fee Setting by Rule**

**SB 23-274**

SB 23-274 requires the Water Quality Control Commission ("Commission"), after consultation with stakeholders, to set fees by rule for a variety of industries for pollution discharge and other water-related activities, by October 31, 2025. Existing fees remain in place until January 1, 2026, unless the Commission adopts rules to phase-in the new fees earlier. The commission must establish the fees by rule beginning July 1, 2026. SB 23-274 also updates the membership of the Commission. SB 23-274 took effect on May 17, 2023.

# LINCOLN STATION METROPOLITAN DISTRICT

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

## NOTICE OF SPECIAL MEETING AND AGENDA

<b>DATE:</b>	Monday, November 13, 2023
<b>TIME:</b>	11:00 a.m.
<b>LOCATION:</b>	<p>CliftonLarsonAllen LLP 8930 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 <b>Pikes Peak Conference Room</b></p> <p>AT LEAST ONE INDIVIDUAL, INCLUDING CERTAIN BOARD MEMBERS AND CONSULTANTS OF THE DISTRICT, WILL BE PHYSICALLY PRESENT AND WILL ATTEND THIS MEETING IN PERSON AT THE ABOVE-REFERENCED LOCATION. HOWEVER, CERTAIN OTHER BOARD MEMBERS AND CONSULTANTS OF THE DISTRICT MAY ATTEND THIS MEETING VIA TELECONFERENCE, OR WEB-ENABLED VIDEO CONFERENCE. MEMBERS OF THE PUBLIC WHO WISH TO ATTEND THIS MEETING MAY CHOOSE TO ATTEND IN PERSON OR VIA TELECONFERENCE OR WEB-ENABLED VIDEO CONFERENCE USING THE INFORMATION BELOW.</p>
	<p>To attend via Microsoft Teams, select this link (or copy link into your browser):</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDhmZTY4MGYtZjNiYy00OTVmLThjN2EtNzI4YWQ1ODhiZTQ5%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d</a></p> <p>To attend via telephone, dial 1-720-547-5281 and enter the following: Phone Conference ID: 397 078 182#</p>

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Nathan Melchior	President	May, 2025
Jeremy Bayens	Secretary/Treasurer	May, 2025
Natalie L. Dustman	Assistant Secretary	May, 2027
James R. Francescon	Assistant Secretary	May, 2025
VACANT	TBD	May, 2027