

CITY CENTER WEST RESIDENTIAL METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032
<https://citycenterwestresidentialmd1-2.colorado.gov>

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Mike Sandene	President	2025/May 2025
Andrew R. Klein	Treasurer	2027/May 2027
Michael J. Schroeder	Asst. Secretary	2027/May 2027
Paige Langley	Asst. Secretary	2025/May 2025
VACANT		2027/May 2027
David Solin	Secretary (non-elected position)	

DATE: Monday, November 4, 2024

TIME: 1:00 P.M.

PLACE: Zoom Meeting: The meeting can be joined through the directions below:
** Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (dsolin@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Meeting ID: 546 911 9353

Passcode: 912873

Dial In: 1 (719) 359-4580

I. PUBLIC COMMENTS

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

- A. Present disclosures of potential conflicts of interest.
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- B. Confirm location of the meeting, posting of meeting notices, and designate 24-hour posting location. Approve Agenda.
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- C. Review and consider approval of the Minutes of the November 6, 2023 Regular Meeting and Minutes of the November 6, 2023 Annual Meeting (enclosures).
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- D. Discuss business to be conducted in 2025 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates (suggested dates are June 2, 2025 and November 3, 2025 at 1:00 p.m.) and consider adoption of Resolution No. 2024-11-01 Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices (enclosure).
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E. Insurance Discussion:

1. Cyber Security and Increased Crime Coverage.

2. Establish Insurance Committee to make final determinations regarding insurance, if necessary.

3. Authorize renewal of District’s insurance and Special District Association (SDA) membership for 2025.

F. Website Accessibility Matters:

1. Discuss website accessibility matters.

III. FINANCIAL MATTERS

- A. Review and ratify approval of payment of claims as follows (enclosures):

Fund	Period Ending Nov. 30, 2023	Period Ending Dec. 31, 2023	Period Ending Jan. 31, 2024
General	\$ 6,960.86	\$ 2,761.28	\$ 5,035.43
Payroll	\$ -0-	\$ -0-	\$ -0-
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-
Total	\$ 6,960.86	\$ 2,761.28	\$ 5,035.43

Fund	Period Ending Feb. 29, 2024	Period Ending Mar. 31, 2024	Period Ending Apr. 30, 2024
General	\$ 4,244.81	\$ 4,931.50	\$ 2,908.66
Payroll	\$ -0-	\$ 52.35	\$ 92.35
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-
Total	\$ 4,244.81	\$ 4,983.85	\$ 3,001.01

Fund	Period Ending May 31, 2024	Period Ending Jun. 30, 2024	Period Ending Jul. 31, 2024
General	\$ 3,113.23	\$ 5,430.75	\$ 2,984.72
Payroll	\$ -0-	\$ -0-	\$ -0-
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-
Total	\$ 3,113.23	\$ 5,430.75	\$ 2,984.72

Fund	Period Ending Aug. 31, 2024	Period Ending Sept. 30, 2024	Period Ending Oct. 31, 2024
General	\$ 3,536.29	\$ 3,014.18	\$ 4,239.19
Payroll	\$ -0-	\$ -0-	\$ -0-
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-
Total	\$ 3,536.29	\$ 3,014.18	\$ 4,239.19

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- B. Review and accept unaudited financial statements and schedule of cash position (enclosure).
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- C. Ratify approval of the execution and filing of the Application for Exemption from Audit for 2023 (enclosure - copy of application).
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- D. Discuss statutory requirements for an audit. Consider appointment of District Accountant or engagement of outside accountant to prepare Application for Exemption from Audit for 2024.
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- E. Conduct Public Hearing to consider Amendment of 2024 Budget. If necessary, consider adoption of Resolution to Amend the 2024 Budget.
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- F. Conduct Public Hearing on the proposed 2025 Budget and consider adoption of Resolution No. 2024-11-02 Resolution to Adopt the 2025 Budget and Appropriate Sums of Money, and Resolution No. 2024-11-03 Resolution to Set Mill Levies. (enclosures – preliminary AV, draft 2025 Budget, and Resolutions).
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- G. Discuss and consider adoption of Resolution No. 2024-11-04 Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan (to be distributed).
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- H. Authorize District Accountant to prepare and sign the DLG-70 Certification of Tax Levies form and Mill Levy Public Information form (“Certification”). Direct District Accountant to file the Certification with the Board of County Commissioners and other interested parties.
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- I. Consider appointment of the District Accountant to prepare the 2026 Budget and set the date for a Public Hearing to adopt the 2026 Budget for November 3, 2025, at 1:00 p.m., to be held via videoconference.
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VI. LEGAL MATTERS

- A. Discuss May 6, 2025 Regular Directors’ Election and consider adoption of Resolution No. 2024-11-05 Resolution Calling Election for Directors, appointing Designated Election Official (“DEO”) and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election (enclosure). Self-Nomination Forms are due by February 28, 2025. Discuss the need for ballot issues and/or questions.
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- B. Discuss requirements of Section 32-1-809, C.R.S., and direct staff regarding compliance for 2025 (Transparency Notice).
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- C. Discuss Status of Inclusion Agreement Requirements.
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V. CAPITAL MATTERS

- A. Discuss status of construction.
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VI. OPERATION MATTERS

- A. Discuss and consider ratification of approval of Service Agreement between the District and PB Roche Property Solutions, LLC for 2024 Landscape Maintenance Services (enclosure).
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- B. Discuss and consider ratification of approval of Service Agreement between the District and PB Roche Property Solutions, LLC for 20234-2024 Snow Removal Services (enclosure).
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- C. Discuss and consider ratification of approval of Change Order No.1 to the Service Agreement between the District and PB Roche Property Solutions, LLC for 2024-2025 Snow Removal Services (enclosure).
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- D. Discuss and consider approval of Change Order No.1 to the Service Agreement between the District and PB Roche Property Solutions, LLC for 2025 Landscape Maintenance (to be distributed).
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VII. OTHER BUSINESS

- A. _____

VIII. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2024.**

Informational Enclosure:

- Memo regarding New Rate Structure from Special District Management Services, Inc.
- Price Change 2025 from Diversified Underground, Inc.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE CITY CENTER WEST RESIDENTIAL METROPOLITAN DISTRICT HELD NOVEMBER 6, 2023

A Regular Meeting of the Board of Directors of the City Center West Residential Metropolitan District (referred to hereafter as “Board”) was convened on Monday, the 6th day of November, 2023, at 1:00 p.m. This District Board meeting was held via conference call. The meeting was open to the public via conference call.

ATTENDANCE

Directors in Attendance Were:

Mike Sandene
Michael J. Schroeder
Paige Langley

Also In Attendance Were:

David Solin; Special District Management Services, Inc.
Megan Becher, Esq. and Tim O’Connor, Esq.; McGeady Becher P.C.
Rob Stanley; Property Owner
Patrick Groom, Esq.; Witwer, Oldenberg, Barry & Groom, LLP

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

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

ADMINISTRATIVE MATTERS

Agenda: The Board reviewed a proposed Agenda for the District’s Regular Meeting.

Following discussion, upon motion duly made by Director Sandene, seconded by Director Schroeder and, upon vote unanimously carried, the Board approved the Agenda as presented, excused the absence of Director Klein, and appointed Director Sandene as acting President.

RECORD OF PROCEEDINGS

Approval of Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. This District Board meeting was held by video/conference call and the public was encouraged to participate via video/conference call. Mr. Solin noted that notice of the time, date and manner was duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within the District's boundaries have been received.

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director Sandene, seconded by Director Schroeder, and upon vote unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted on the District website at <https://citycenterwestresidentialmd1-2.colorado.gov/> or, if the website is unavailable, on the chain-link fence at the southeast corner of the District boundary, approximately 540 feet east of 6623 West 10th Street.

Minutes of November 7, 2022 Regular Meeting: The Board reviewed the Minutes of the November 7, 2022 Regular Meeting.

Following review and discussion, upon motion duly made by Director Sandene, seconded by Director Schroeder, and upon vote unanimously carried, the Board approved the Minutes.

Resignation and Appointment of Secretary to the Board: The Board discussed the resignation of Ann Finn as Secretary to the Board and considered the appointment of David Solin as Secretary to the Board.

Following discussion, upon motion duly made by Director Sandene, seconded by Director Schroeder and, upon vote unanimously carried, the Board accepted the resignation of Ann Finn as Secretary to the Board and appointed David Solin as Secretary to the Board.

Resignation of Director: The Board acknowledged the resignation of Director Otis C. Moore, III effective as of July 26, 2023.

May 2, 2023 Election: Mr. Solin advised the Board that the May 2, 2023 election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were not more candidates than positions available on the Board of Directors. It was noted that Directors Langley and Sandene were each deemed elected to 2-year terms ending in May, 2025. Directors Klein and Schroeder were each deemed elected to 4-year terms ending in May, 2027.

RECORD OF PROCEEDINGS

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

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

President	Mike Sandene
Treasurer	Andrew R. Klein
Secretary (non-elected)	David Solin
Assistant Secretary	Paige Langley
Assistant Secretary	Michael J. Schroeder

Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices: The Board discussed the business to be conducted in 2024.

Following discussion, upon motion duly made by Director Sandene, seconded by Director Schroeder, and upon vote unanimously carried, the Board adopted Resolution No. 2023-11-01; Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices and determined to hold 2024 meetings on June 3, 2024 and November 4, 2024 at 1:00 p.m. via Zoom.

Insurance Matters: Attorney Becher reported to the Board on potential cyber security issues and a proposed increase in crime coverage related to same.

Cyber Security and Increased Crime Coverage: The Board deferred consideration of this matter.

Insurance Committee: The Board deferred consideration of this matter.

District's Insurance and Special District Association ("SDA") Membership: The Board directed Mr. Solin to renew the District's insurance and SDA membership.

PUBLIC COMMENTS

Mr. Stanley informed the Board he would like to become a Board member. The Board noted that there is currently one vacancy, and deferred discussion on appointments until the next Board meeting.

FINANCIAL MATTERS

Claims: The Board considered ratifying the approval of the payment of claims as follows:

RECORD OF PROCEEDINGS

Fund	Period Ending Nov. 30, 2022	Period Ending Dec. 31, 2022	Period Ending Jan. 31, 2023
General	\$ 3,378.98	\$ 7,239.99	\$ 3,431.70
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-
Total	\$ 3,378.98	\$ 7,239.99	\$ 3,431.70

Fund	Period Ending Feb. 28, 2023	Period Ending Mar. 31, 2023	Period Ending April 30, 2023
General	\$ 2,680.92	\$ 4,100.84-	\$ 3,674.19
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-
Total	\$ 2,680.92	\$ 4,100.84	\$ 3,674.19

Fund	Period Ending May 31, 2023	Period Ending June 30, 2023	Period Ending Jul. 31, 2023
General	\$ 4,659.13	\$ 2,991.15	\$ 2,546.50
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-
Total	\$ 4,659.13	\$ 2,991.15	\$ 2,546.50

Fund	Period Ending Aug. 31, 2023	Period Ending Sept. 30, 2023	Period Ending Oct. 31, 2023
General	\$ 3,217.81	\$ 2,227.93	\$ 4,406.34
Debt	\$ -0-	\$ -0-	\$ 48,562.60
Capital	\$ -0-	\$ -0-	\$ -0-
Total	\$ 3,217.81	\$ 2,227.93	\$ 52,968.94

Following discussion, upon motion duly made by Director Sandene, seconded by Director Schroeder and, upon vote, unanimously carried, the Board ratified approval of the payment of the claims.

Unaudited Financial Statements and Cash Position: Mr. Solin reviewed the unaudited financial statements and statement of cash position for the period ending September 30, 2023 with the Board.

Following discussion, upon motion duly made by Director Sandene, seconded by Director Schroeder, and upon vote unanimously carried, the Board accepted the unaudited financial statements and statement of cash position.

2022 Audit Exemption Application: Mr. Solin reviewed the 2022 Audit Exemption Application with the Board.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Sandene, seconded by Director Schroeder, and upon vote unanimously carried, the Board ratified approval of the 2022 Audit Exemption Application.

Application for 2023 Audit Exemption: Following discussion, upon a motion duly made by Director Sandene, seconded by Director Schroeder, and upon vote unanimously carried, the Board appointed the District Accountant to prepare and file the Application for Audit Exemption for 2023.

2023 Budget Amendment Hearing: The President opened the public hearing to consider an amendment to the 2023 Budget.

It was noted that publication of Notice stating that the Board would consider amendment of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing.

No public comments were received, and the public hearing was closed.

Following discussion, upon motion duly made by Director Sandene, seconded by Director Schroeder, and upon vote unanimously carried, the Board adopted Resolution No. 2023-11-02 to Amend the 2023 Budget.

2024 Budget Hearing: The President opened the public hearing to consider the approval of the 2024 Budget.

It was noted that publication of Notice stating that the Board would consider adoption of the 2024 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing.

No public comments were received, and the public hearing was closed.

Mr. Solin reviewed the estimated year-end 2023 revenues and expenditures and the proposed 2024 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2023-11-03 to Adopt the 2024 Budget and Appropriate Sums of Money and Resolution No. 2023-11-04 to Set Mill Levies (for the General Fund at 11.216 mills, and the Debt Service Fund at 59.403 mills, for a total of 70.619 mills). Upon motion duly made by Director Sandene, seconded by Director Schroeder and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2023. Mr. Solin was

RECORD OF PROCEEDINGS

authorized to transmit the Certification of Mill Levies to the Division of Local Government. Mr. Solin was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 31, 2024. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

DLG-70 Mill Levy Certification Form: Following discussion, upon motion duly made by Director Sandene, seconded by Director Schroeder and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Resolution Authorizing Adjustment of the District Mill Levy: The Board reviewed a Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan.

Following discussion, upon motion duly made by Director Sandene, seconded by Director Schroeder and, upon vote, unanimously carried, the Board adopted the Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan.

2025 Budget Preparation: Following discussion, upon motion duly made by Director Sandene, seconded by Director Schroeder and, upon vote unanimously carried, the Board appointed the District Accountant to prepare the 2025 Budget, and set the date for the Budget Hearing to be November 4, 2024 at 1:00 p.m.

Director Fees: The Board discussed Director Fees.

Following discussion, upon motion duly made by Director Sandene, seconded by Director Schroeder and, upon vote unanimously carried, the Board approved the payment of Director Fees.

LEGAL MATTERS

Third Amendment to Operation Funding Agreement: The Board reviewed a Third Amendment to Operation Funding Agreement by and between City Center West Residential Metropolitan District and City Center West, LP.

Following discussion, upon motion duly made by Director Sandene, seconded by Director Schroeder and, upon vote unanimously carried, the Board approved the Third Amendment to Operation Funding Agreement by and between City Center West Residential Metropolitan District and City Center West, LP.

Status of Inclusion Agreement Requirements: The Board deferred this matter.

RECORD OF PROCEEDINGS

§32-1-809, C.R.S. Requirements and Compliance for 2024: Attorney Becher discussed with the Board the §32-1-809, C.R.S. requirements and directed staff regarding compliance for 2024 and directed Mr. Solin to post the Transparency Notice on the SDA and District websites.

Resolution Amending Policy on Colorado Open Records Act Requests: Attorney Becher presented the Resolution Amending Policy on Colorado Open Records Act Requests.

Following discussion, upon motion duly made by Director Sandene, seconded by Director Schroeder and, upon vote unanimously carried, the Board adopted the Resolution Amending Policy on Colorado Open Records Act Requests.

Senate Bill 23-108: Attorney Becher discussed with the Board Senate Bill 23-108: Allowing Temporary Reductions in Property Taxes Due and the potential impact on the 2024 Budget process and strategy.

Legislation Update: Attorney Becher discussed recent legislation with the Board.

CAPITAL MATTERS

Status of Construction: Director Sandene provided an update regarding construction.

OPERATIONS

There were no operation matters for the Board's consideration.

OTHER BUSINESS

There was no other business for the Board's consideration.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Sandene, seconded by Director Schroeder and, upon vote, unanimously carried, the meeting was adjourned at 1:50 p.m.

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF THE STATUTORY ANNUAL MEETING OF THE BOARD OF DIRECTORS OF THE CITY CENTER WEST RESIDENTIAL METROPOLITAN DISTRICT (THE “DISTRICT”) HELD NOVEMBER 6, 2023

Pursuant to Section 32-1-903(6), C.R.S., a statutory annual meeting of the Board of Directors of the District (referred to hereafter as the “Board”) was convened on Monday, November 6, 2023, at 12:45 p.m., via video / telephone conference. The meeting was open to the public.

ATTENDANCE

Directors in Attendance Were:

Mike Sandene
Michael J. Schroeder
Paige Langley

Also In Attendance Were:

David Solin; Special District Management Services, Inc.
Megan Becher, Esq. and Tim O’Connor; McGeady Becher P.C.
Rob Stanley; Property Owner
Patrick Groom, Esq.; Witwer, Oldenberg, Barry & Groom, LLP

ANNUAL MEETING ITEMS

Confirmation of Posting of Annual Meeting Notice: It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the District’s website and that no objections to the means of hosting the meeting by taxpaying electors within the District’s boundaries have been received.

Presentation Regarding the Status of the Public Infrastructure Projects Within the District and Outstanding Bonds: The District consultants presented information regarding the status of public infrastructure projects within the District, including the status of outstanding bonds.

Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the District in Relation to its Adopted Budget, for the Calendar Year: The District Accountant presented the District’s Unaudited Financial Statements, including year-to-date revenue and expenditures of the District in relation to the District’s adopted budget, for the calendar year.

Public Questions: Mr. Groom and Mr. Stanley inquired regarding the District financial statements. Attorney Becher, Mr. Solin, and Director Sandene addressed said questions.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board at this time, the annual meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Annual Meeting

RESOLUTION NO. 2024-11-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CITY CENTER WEST RESIDENTIAL METROPOLITAN DISTRICT
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

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

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City Center West Residential Metropolitan District (the “**District**”), Weld County, Colorado:

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

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

2. That regular meetings of the District Board for the year 2025 shall be held on June 2, 2025 and November 3, 2025 at 1:00 p.m., via Zoom.

That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

3. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

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

4. That the District has established the following District Website, <https://citycenterwestresidentialmd1-2.colorado.gov/>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) On the chain-link fence at the southeast corner of the District boundary, approximately 540 feet east of 6623 West 10th Street

5. District manager, or his/her designee, is hereby appointed to post the above-referenced notices.

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

RESOLUTION APPROVED AND ADOPTED on November 4, 2024.

**CITY CENTER WEST RESIDENTIAL
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary

City Center West Residential Metropolitan District
November-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
All Terrain Landscaping	85795	11/1/2023	12/1/2023	\$ 420.83	Landscape Maint & Repair	1696
City of Greeley - Director of Finance	073-820913-01 10.2023	11/3/2023	11/12/2023	\$ 503.23	Utilities	1790
Colorado Special Districts Property and Liability Pool	24PL-61273-2235	10/16/2023	10/16/2023	\$ 2,651.00	Prepaid Expenses	1142
Diversified Underground, Inc.	28646	10/31/2023	11/30/2023	\$ 5.00	Miscellaneous	1685
Special District Management Services	10.2023	10/31/2023	11/30/2023	\$ 1,108.80	Management	1680
Special District Management Services	10.2023	10/31/2023	11/30/2023	\$ 1,397.00	Accounting	1614
TCW Risk Management	13404	10/17/2023	10/17/2023	\$ 875.00	Prepaid Expenses	1142
				\$ 6,960.86		

City Center West Residential Metropolitan District
November-23

	General	Debt	Capital	Totals
Disbursements	\$ 6,960.86			\$ 6,960.86
Total Disbursements	\$ 6,960.86	\$ -	\$ -	\$ 6,960.86

City Center West Residential Metropolitan District
December-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
City of Greeley - Director of Finance	073-820913-01	11.2023	11/27/2023	12/7/2023	\$ 14.29	Utilities 1790
Diversified Underground, Inc.	28796		11/30/2023	12/30/2023	\$ 5.00	Miscellaneous 1685
McGeady Becher P.C.	915B	10.2023	10/31/2023	11/30/2023	\$ 1,067.12	Legal 1675
Special District Management Services	11.2023		11/30/2023	12/30/2023	\$ 928.00	Management 1680
Special District Management Services	11.2023		11/30/2023	12/30/2023	\$ 743.00	Accounting 1614
Utility Notification Center of Colorado	223110226		11/30/2023	11/30/2023	\$ 3.87	Miscellaneous 1685
					\$ 2,761.28	

City Center West Residential Metropolitan District
December-23

	General	Debt	Capital	Totals
Disbursements	\$ 2,761.28			\$ 2,761.28
Total Disbursements	\$ 2,761.28	\$ -	\$ -	\$ 2,761.28

City Center West Residential Metropolitan District
January-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Diversified Underground, Inc.	28962	12/31/2023	1/30/2024	\$ 75.00	Miscellaneous	1685
McGeady Becher P.C.	915B 11-2023	11/30/2023	11/30/2023	\$ 3,896.63	Legal	1675
Special District Management Services	Dec-23	12/31/2023	12/31/2023	\$ 339.20	Management	1680
Special District Management Services	Dec-23	12/31/2023	12/31/2023	\$ 724.60	Accounting	1614
				\$ 5,035.43		

City Center West Residential Metropolitan District
January-24

	General	Debt	Capital	Totals
Disbursements	\$ 5,035.43			\$ 5,035.43
Total Disbursements	\$ 5,035.43	\$ -	\$ -	\$ 5,035.43

City Center West Residential Metropolitan District
February-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Diversified Underground, Inc.	29137	1/31/2024	3/1/2024	\$ 15.00	Miscellaneous	1685
McGeady Becher P.C.	915B 12.2023	12/31/2023	1/30/2024	\$ 1,186.74	Legal	1675
Special District Management Services	1.2024	1/31/2024	3/1/2024	\$ 1,185.80	Management	1680
Special District Management Services	1.2024	1/31/2024	3/1/2024	\$ 1,853.40	Accounting	1614
Utility Notification Center of Colorado	224010209	1/31/2024	1/31/2024	\$ 3.87	Miscellaneous	1685
				\$ 4,244.81		

City Center West Residential Metropolitan District
February-24

	General	Debt	Capital	Totals
Disbursements	\$ 4,244.81			\$ 4,244.81
Total Disbursements	\$ 4,244.81	\$ -	\$ -	\$ 4,244.81

City Center West Residential Metropolitan District

March-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
1Broche Property Solutions	2420	3/1/2024	3/1/2024	\$ 255.00	Snow Removal	1695
Diversified Underground, Inc.	29279	2/29/2024	3/30/2024	\$ 20.00	Miscellaneous	1685
McGeady Becher P.C.	915B 1.2024	1/31/2024	3/1/2024	\$ 1,632.54	Legal	1675
Special District Association of Colorado	2024 Renewal	2/13/2024	2/13/2024	\$ 319.96	Insurance/SDA Dues	1670
Special District Management Services	2.2024	2/29/2024	3/30/2024	\$ 1,003.94	Management	1680
Special District Management Services	2.2024	2/29/2024	3/30/2024	\$ 1,694.90	Accounting	1614
Utility Notification Center of Colorado	224020213	2/29/2024	2/29/2024	\$ 5.16	Miscellaneous	1685
				\$ 4,931.50		

City Center West Residential Metropolitan District
March-24

	General	Debt	Capital	Totals
Disbursements	\$ 4,931.50			\$ 4,931.50
Payroll	\$ 52.35			\$ 52.35
Total Disbursements	\$ 4,983.85	\$ -	\$ -	\$ 4,983.85

City Center West Residential Metropolitan District
April-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
McGeady Becher P.C.	915B 2.2024	2/29/2024	2/29/2024	\$ 1,104.66	Legal	1675
Special District Management Services	3.2024	3/31/2024	4/30/2024	\$ 343.00	Management	1680
Special District Management Services	3.2024	3/31/2024	4/30/2024	\$ 1,461.00	Accounting	1614
				\$ 2,908.66		

City Center West Residential Metropolitan District
April-24

	General	Debt	Capital	Totals
Disbursements	\$ 2,908.66			\$ 2,908.66
Payroll	\$ 92.35			\$ 92.35
Total Disbursements	\$ 3,001.01	\$ -	\$ -	\$ 3,001.01

City Center West Residential Metropolitan District
May-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
1Broche Property Solutions	2465	4/18/2024	4/18/2024	\$ 583.55	Landscape Maint & Repair	1696
McGeedy Becher P.C.	915B 03.2024	3/31/2024	4/30/2024	\$ 824.28	Legal	1675
Special District Management Services	4.2024	4/30/2024	4/30/2024	\$ 686.50	Management	1680
Special District Management Services	4.2024	4/30/2024	4/30/2024	\$ 1,018.90	Accounting	1614
				\$ 3,113.23		

City Center West Residential Metropolitan District
May-24

	General	Debt	Capital	Totals
Disbursements	\$ 3,113.23			\$ 3,113.23
Payroll				
Total Disbursements	\$ 3,113.23	\$ -	\$ -	\$ 3,113.23

City Center West Residential Metropolitan District
June-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
1Broche Property Solutions	2542	5/15/2024	5/15/2024	\$ 583.55	Landscape Maint & Repair	1696
City of Greeley - Director of Finance	073-820913-01 5.2024	5/22/2024	6/1/2024	\$ 99.08	Utilities	1790
Diversified Underground, Inc.	29817	5/31/2024	6/30/2024	\$ 90.00	Miscellaneous	1685
McGeady Becher P.C.	915B 04.2024	4/30/2024	5/30/2024	\$ 2,031.46	Legal	1675
Special District Management Services	5.2024	5/31/2024	6/30/2024	\$ 859.00	Management	1680
Special District Management Services	5.2024	5/31/2024	6/30/2024	\$ 1,762.50	Accounting	1614
Utility Notification Center of Colorado	224050245	5/31/2024	5/31/2024	\$ 5.16	Miscellaneous	1685
				\$ 5,430.75		

City Center West Residential Metropolitan District
June-24

	General	Debt	Capital	Totals
Disbursements	\$ 5,430.75			\$ 5,430.75
Payroll				
<u>Total Disbursements</u>	<u>\$ 5,430.75</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,430.75</u>

City Center West Residential Metropolitan District

July-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
1Broche Property Solutions	2633	6/14/2024	6/14/2024	\$ 120.00	Landscape Maint & Repair	1696
City of Greeley - Director of Finance	073-820913-01 6.2024	6/25/2024	7/5/2024	\$ 1,189.34	Utilities	1790
Diversified Underground, Inc.	30036	6/30/2024	7/30/2024	\$ 5.00	Miscellaneous	1685
McGeady Becher P.C.	915B 5.2024	5/31/2024	6/30/2024	\$ 888.49	Legal	1675
Special District Management Services	6.2024	6/30/2024	7/30/2024	\$ 99.70	Management	1680
Special District Management Services	6.2024	6/30/2024	7/30/2024	\$ 680.90	Accounting	1614
Utility Notification Center of Colorado	224060243	6/30/2024	6/30/2024	\$ 1.29	Miscellaneous	1685
				\$ 2,984.72		

City Center West Residential Metropolitan District
July-24

	General	Debt	Capital	Totals
Disbursements	\$ 2,984.72			\$ 2,984.72
Payroll				
Total Disbursements	\$ 2,984.72	\$ -	\$ -	\$ 2,984.72

City Center West Residential Metropolitan District
August-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
1Broche Property Solutions	2817	7/15/2024	7/15/2024	583.55	Landscape Maint & Repair	1696
City of Greeley - Director of Finance	073-820913-01 7.2024	7/2/2024	7/12/2024	1068.91	Utilities	1790
Diversified Underground, Inc.	30263	7/31/2024	8/30/2024	5	Miscellaneous	1685
McGeady Becher P.C.	915B 6.2024	6/30/2024	7/30/2024	652.64	Legal	1675
Special District Management Services	7.2024	7/31/2024	8/30/2024	206	Management	1680
Special District Management Services	7.2024	7/31/2024	8/30/2024	1018.9	Accounting	1614
Utility Notification Center of Colorado	224070237	7/31/2024	7/31/2024	1.29	Miscellaneous	1685
				3536.29		

City Center West Residential Metropolitan District
August-24

	General	Debt	Capital	Totals
Disbursements	\$ 3,536.29			\$ 3,536.29
Payroll				
<u>Total Disbursements</u>	<u>\$ 3,536.29</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,536.29</u>

City Center West Residential Metropolitan District

September-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
1Broche Property Solutions	INV-2724	8/1/2024	8/11/2024	\$ 524.98	Landscape Maint & Repair	1696
City of Greeley - Director of Finance	073-820913-01	8.2024	8/22/2024	9/1/2024	Utilities	1790
Special District Management Services	8.2024	8/31/2024	9/30/2024	\$ 249.80	Management	1680
Special District Management Services	8.2024	8/31/2024	9/30/2024	\$ 1,221.70	Accounting	1614
				\$ 3,014.18		

City Center West Residential Metropolitan District
August-24

	General	Debt	Capital	Totals
Disbursements	\$ 3,014.18			\$ 3,014.18
Payroll				
Total Disbursements	\$ 3,014.18	\$ -	\$ -	\$ 3,014.18

City Center West Residential Metropolitan District
October-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
1Broche Property Solutions	INV-2724	8/1/2024	8/11/2024	\$ 524.98	Landscape Maint & Repair	1696
City of Greeley - Director of Finance	073-820913-01 9.2024	8/22/2024	9/1/2024	\$ 1,359.28	Utilities	1790
Colorado Special Districts Property and Liability Pool	25WC-61273-0695	8/7/2024	8/7/2024	\$ 450.00	Prepaid Expenses	1142
Diversified Underground, Inc.	30674	9/30/2024	10/30/2024	\$ 5.00	Miscellaneous	1685
McGeady Becher Cortese Williams P.C.	915B 8.2024	8/31/2024	9/30/2024	\$ 377.27	Legal	1675
Special District Management Services	9.2024	9/30/2024	10/30/2024	\$ 654.58	Management	1680
Special District Management Services	9.2024	9/30/2024	10/30/2024	\$ 866.80	Accounting	1614
Utility Notification Center of Colorado	224090234	9/30/2024	9/30/2024	\$ 1.29	Miscellaneous	1685
				\$ 4,239.19		

City Center West Residential Metropolitan District
October-24

	General	Debt	Capital	Totals
Disbursements	\$ 4,239.19			\$ 4,239.19
Payroll				
Total Disbursements	\$ 4,239.19	\$ -	\$ -	\$ 4,239.19

CITY CENTER WEST RESIDENTIAL METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2024

	<u>Rate</u>	<u>Operating</u>	<u>Debt Service</u>	<u>Total</u>
Checking:				
Cash in Bank - First Bank		\$ (12,161.04)	\$ 53,588.37	\$ 41,427.33
TOTAL FUNDS:		<u>\$ (12,161.04)</u>	<u>\$ 53,588.37</u>	<u>\$ 41,427.33</u>

2024 Mill Levy Information

General Fund	11.216
Debt Service Fund	59.403
Total	<u>70.619</u>

Board of Directors

- * Andrew R. Klein
- * Michael John Schroeder
- Paige Langley
- Mike Sandene

*authorized signer on checking account

CITY CENTER WEST RESIDENTIAL METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

September 30, 2024

**CITY CENTER WEST RESIDENTIAL METROPOLITAN DISTRICT
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
 September 30, 2024**

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>LONG-TERM DEBT</u>	<u>TOTAL MEMO ONLY</u>
Assets				
Cash in Bank - First Bank	\$ (12,161)	\$ 53,588	\$ -	\$ 41,427
Total Current Assets	<u>(12,161)</u>	<u>53,588</u>	<u>-</u>	<u>41,427</u>
Other Debits				
Amount in Debt Service Fund	-	-	44,690	44,690
Amount to be Provided for Debt	-	-	464,844	464,844
Total Other Debits	<u>-</u>	<u>-</u>	<u>509,534</u>	<u>509,534</u>
Total Assets	<u>\$ (12,161)</u>	<u>\$ 53,588</u>	<u>\$ 509,534</u>	<u>\$ 550,961</u>
Liabilities				
Accounts Payable	\$ 3,014	\$ -	\$ -	\$ 3,014
Due to Other District	2,013	8,899	-	10,912
Payroll Taxes Payable	286	-	-	286
Developer Advance Payable	-	-	373,484	373,484
Developer Advance Interest	-	-	136,050	136,050
Total Liabilities	<u>5,313</u>	<u>8,899</u>	<u>509,534</u>	<u>523,746</u>
Fund Balance				
Fund Balance	(6,983)	9,176	-	2,193
Current Year Earnings	(10,491)	35,514	-	25,023
Total Fund Balances	<u>(17,474)</u>	<u>44,690</u>	<u>-</u>	<u>27,215</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ (12,161)</u>	<u>\$ 53,588</u>	<u>\$ 509,534</u>	<u>\$ 550,961</u>

CITY CENTER WEST RESIDENTIAL METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
General Fund
For the 9 Months Ending
September 30, 2024

Account Description	Period Actual	YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
Revenues					
Property Tax Revenue	\$ 5,925	\$ 6,399	\$ 6,383	\$ 16	100.3%
Specific Ownership Taxes	60	153	200	(47)	76.3%
Developer Advance	-	16,973	65,000	(48,027)	26.1%
Interest Income	253	253	-	253	-
Total Revenues	<u>6,238</u>	<u>23,778</u>	<u>71,583</u>	<u>(47,805)</u>	<u>33.2%</u>
Expenditures					
Accounting	2,922	10,712	13,000	2,288	82.4%
Audit	-	-	6,700	6,700	0.0%
Director's Fees	-	400	-	(400)	-
Insurance/SDA Dues	-	4,296	5,000	704	85.9%
Legal	1,541	7,134	12,000	4,866	59.5%
Management	556	4,634	12,000	7,366	38.6%
Miscellaneous	278	938	500	(438)	187.5%
Payroll Taxes	-	31	-	(31)	-
Snow Removal	-	255	3,000	2,745	8.5%
Landscape Maint & Repair	1,229	2,396	15,000	12,604	16.0%
Treasurer's Fees	93	100	96	(4)	103.9%
Utilities	3,276	3,375	4,000	625	84.4%
Emergency Reserve	-	-	197	197	0.0%
Total Expenditures	<u>9,894</u>	<u>34,270</u>	<u>71,493</u>	<u>37,223</u>	<u>47.9%</u>
Excess (Deficiency) of Revenues Over Expenditures	(3,656)	(10,491)	90	(10,581)	
Beginning Fund Balance	(13,819)	(6,983)	2,957	(9,940)	
Ending Fund Balance	<u>\$ (17,474)</u>	<u>\$ (17,474)</u>	<u>\$ 3,046</u>	<u>\$ (20,521)</u>	

CITY CENTER WEST RESIDENTIAL METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Debt Service Fund
For the 9 Months Ending
September 30, 2024

<u>Account Description</u>	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
Revenues					
Property Tax Revenue	\$ 31,378	\$ 33,893	\$ 33,804	\$ 89	100.3%
Specific Ownership Tax	317	808	1,000	(192)	80.8%
Interest Income	1,341	1,341	-	1,341	-
Total Revenues	<u>33,036</u>	<u>36,042</u>	<u>34,804</u>	<u>1,238</u>	<u>103.6%</u>
Expenditures					
Treasurer's Fees	491	529	507	(22)	104.2%
Total Expenditures	<u>491</u>	<u>529</u>	<u>507</u>	<u>(22)</u>	<u>104.2%</u>
Excess (Deficiency) of Revenues Over Expenditures	32,545	35,514	34,297	1,217	
Transfers and Other Sources (Uses)					
Transfer to Other District	-	-	(58,547)	58,547	
Total Transfers and Other Sources (Uses)	<u>-</u>	<u>-</u>	<u>(58,547)</u>	<u>58,547</u>	
Change in Fund Balance	32,545	35,514	(24,250)	59,764	
Beginning Fund Balance	12,144	9,176	25,448	(16,272)	
Ending Fund Balance	<u>\$ 44,690</u>	<u>\$ 44,690</u>	<u>\$ 1,198</u>	<u>\$ 43,492</u>	

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

IF EITHER REVENUES OR EXPENDITURES EXCEED \$100,000, USE THE **LONG FORM**.

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$750,000 in the year.

EXEMPTIONS FROM AUDIT ARE NOT AUTOMATIC

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit EACH YEAR and submit it to the Office of the State Auditor (OSA).

Any preparer of an Application for Exemption from Audit-SHORT FORM must be a person skilled in governmental accounting.

Approval for an exemption from audit is granted only upon the review by the OSA.

READ ALL INSTRUCTIONS BEFORE COMPLETING AND SUBMITTING THIS FORM

ALL APPLICATIONS MUST BE FILED WITH THE OSA WITHIN 3 MONTHS AFTER THE ACCOUNTING YEAR-END.

FOR EXAMPLE, APPLICATIONS MUST BE RECEIVED BY THE OSA ON OR BEFORE MARCH 31 FOR GOVERNMENTS WITH A DECEMBER 31 YEAR-END. APPLICATIONS FOR EXEMPTION FROM AUDIT ARE NOT ELIGIBLE FOR AN EXTENSION OF TIME

GOVERNMENTAL ACTIVITY SHOULD BE REPORTED ON THE MODIFIED ACCRUAL BASIS
PROPRIETARY ACTIVITY SHOULD BE REPORTED ON A BUDGETARY BASIS

POSTMARK DATES WILL NOT BE ACCEPTED AS PROOF OF SUBMISSION ON OR BEFORE THE STATUTORY DEADLINE

PRIOR YEAR FORMS ARE OBSOLETE AND WILL NOT BE ACCEPTED.

APPLICATIONS SUBMITTED ON FORMS OTHER THAN THOSE PRESCRIBED BY THE OSA WILL NOT BE ACCEPTED.

APPLICATIONS MUST BE FULLY AND ACCURATELY COMPLETED.

FOR YOUR REFERENCE, COLORADO REVISED STATUTES CAN BE FOUND AT:

<http://www.lexisnexis.com/hottopics/Colorado/>

CHECKLIST

- Has the preparer signed the application?
- Has the entity corrected all Prior Year Deficiencies as communicated by the OSA?
- Has the application been PERSONALLY reviewed and approved by the governing body?
- Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?
- Will this application be submitted electronically?
 - If yes, have you read and understand the new Electronic Signature Policy? See [Click Here](#) new policy ->
 - or--
 - If yes, have you included a resolution?
 - Does the resolution state that the governing body PERSONALLY reviewed and approved the resolution in an open public meeting?
 - Has the resolution been signed by a MAJORITY of the governing body? (See sample resolution.)
- Will this application be submitted via a mail service? (e.g. US Post Office, FedEx, UPS, courier.)
- If yes, does the application include ORIGINAL INK SIGNATURES from the MAJORITY of the governing body?

Checkout our web portal. Register your account and submit electronic Applications for Exemption From Audit, Extension of Time to File requests, Audited Financial Statements, and more! See the link below.

[Click here to go to the portal](#)

FILING METHODS

Register and submit your Applications at our web portal! For faster processing the web portal is the preferred method for submission

WEB PORTAL: <https://apps.leg.co.gov/osa/lq>

MAIL: Office of the State Auditor
Local Government Audit Division
1525 Sherman St., 7th Floor
Denver, CO 80203

Please Note: The OSA's email addresses have changed as of December 1, 2023. Please ensure you are using the email address noted below.

QUESTIONS? Email: osa.lg@coleg.gov OR Phone: 303-869-3000

IMPORTANT!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the Modified Accrual Basis

Proprietary Activity should be reported on the Cash or Budgetary Basis

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year.

In that event, AN AUDIT SHALL BE REQUIRED.

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT
ADDRESS

City Center West Residential Metropolitan District
c/o Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228-1898

For the Year Ended
12/31/23
or fiscal year ended:

CONTACT PERSON
PHONE
EMAIL

David Solin
303-987-0835
dsolin@sdmsi.com

PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

NAME:
TITLE
FIRM NAME (if applicable)
ADDRESS
PHONE

Kaitlyn Toman
Accountant
Special District Management Services, Inc.
141 Union Blvd., Suite 150 Lakewood, CO 80228-1898
303-987-0835

PREPARER (SIGNATURE REQUIRED)

DATE PREPARED

Kaitlyn Toman

02/27/2024

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types

GOVERNMENTAL
(MODIFIED ACCRUAL BASIS)

PROPRIETARY
(CASH OR BUDGETARY BASIS)

PART 2 - REVENUE

REVENUE: All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
2-1	Taxes: Property (report mills levied in Question 10-6)	\$ 35,600	
2-2	Specific ownership	\$ 1,513	
2-3	Sales and use	\$ -	

2-4	Other (specify):	\$	-
2-5	Licenses and permits	\$	-
2-6	Intergovernmental:	\$	-
2-7	Grants	\$	-
2-8	Conservation Trust Funds (Lottery)	\$	-
2-9	Highway Users Tax Funds (HUTF)	\$	-
2-10	Charges for services	\$	-
2-11	Fines and forfeits	\$	-
2-12	Special assessments	\$	-
2-13	Investment income	\$	1,014
2-14	Charges for utility services	\$	-
2-15	Debt proceeds (should agree with line 4-4, column 2)	\$	-
2-16	Lease proceeds	\$	-
2-17	Developer Advances received (should agree with line 4-4)	\$	44,676
2-18	Proceeds from sale of capital assets	\$	-
2-19	Fire and police pension	\$	-
2-20	Donations	\$	-
2-21	Other (specify):	\$	-
2-22		\$	-
2-23		\$	-
2-24	(add lines 2-1 through 2-23) TOTAL REVENUE	\$	82,803

PART 3 - EXPENDITURES/EXPENSES

EXPENDITURES: All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
3-1	Administrative	\$ 9,044	Please use this space to provide any necessary explanations
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ 4,446	
3-7	Accounting and legal fees	\$ 25,609	
3-8	Repair and maintenance	\$ 6,694	
3-9	Supplies	\$ -	
3-10	Utilities and telephone	\$ 2,000	
3-11	Fire/Police	\$ -	
3-12	Streets and highways	\$ -	
3-13	Public health	\$ -	
3-14	Capital outlay	\$ -	
3-15	Utility operations		
3-16	Culture and recreation	\$ -	
3-17	Debt service principal (should agree with Part 4)	\$ -	
3-18	Debt service interest	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
3-21	Contribution to pension plan (should agree to line 7-2)	\$ -	
3-22	Contribution to Fire & Police Pension Assoc. (should agree to line 7-2)	\$ -	
3-23	Other (specify):		
3-24		\$ -	
3-25		\$ -	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES	\$ 47,793	

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - **STOP**. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

	Yes	No
4-1 Does the entity have outstanding debt? If Yes, please attach a copy of the entity's Debt Repayment Schedule.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4-2 Is the debt repayment schedule attached? If no, MUST explain below: <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Debt consists of developer advance for which there is no scheduled repayment.</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-3 Is the entity current in its debt service payments? If no, MUST explain below: <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4-4	Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)	Outstanding at end of prior year*	Issued during year	Retired during year	Outstanding at year-end
	General obligation bonds	\$ -	\$ -	\$ -	\$ -
	Revenue bonds	\$ -	\$ -	\$ -	\$ -
	Notes/Loans	\$ -	\$ -	\$ -	\$ -
	Lease & SBITA** Liabilities [GASB 87 & 96]	\$ -	\$ -	\$ -	\$ -
	Developer Advances	\$ 311,835	\$ 44,676	\$ -	\$ 356,511
	Other (specify):	\$ -	\$ -	\$ -	\$ -
	TOTAL	\$ 311,835	\$ 44,676	\$ -	\$ 356,511

**Subscription Based Information Technology Arrangements

*Must agree to prior year-end balance

Please answer the following questions by marking the appropriate boxes.		Yes	No
4-5	Does the entity have any authorized, but unissued, debt?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes:	How much?	\$ 20,000,000.00	
	Date the debt was authorized:	11/6/2007	
4-6	Does the entity intend to issue debt within the next calendar year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	How much?	\$ -	
4-7	Does the entity have debt that has been refinanced that it is still responsible for?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	What is the amount outstanding?	\$ -	
4-8	Does the entity have any lease agreements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	What is being leased?		
	What is the original date of the lease?		
	Number of years of lease?		
	Is the lease subject to annual appropriation?	<input type="checkbox"/>	<input type="checkbox"/>
	What are the annual lease payments?	\$ -	

Part 4 - Please use this space to provide any explanations/comments or attach separate documentation, if needed

PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

	Amount	Total
5-1 YEAR-END Total of ALL Checking and Savings Accounts	\$ 15,242	
5-2 Certificates of deposit	\$ -	
Total Cash Deposits		\$ 15,242
Investments (if investment is a mutual fund, please list underlying investments):		
	\$ -	
	\$ -	
5-3	\$ -	
	\$ -	
Total Investments		\$ -
Total Cash and Investments		\$ 15,242

Please answer the following questions by marking in the appropriate boxes

	Yes	No	N/A
5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et seq., C.R.S.?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If no, MUST use this space to provide any explanations:

PART 6 - CAPITAL AND RIGHT-TO-USE ASSETS

Please answer the following questions by marking in the appropriate boxes.

	Yes	No
6-1 Does the entity have capital assets?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6-2 Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.,? If no, MUST explain:	<input type="checkbox"/>	<input type="checkbox"/>

6-3	Complete the following capital & right-to-use assets table:	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
	Land	\$ -	\$ -	\$ -	\$ -
	Buildings	\$ -	\$ -	\$ -	\$ -
	Machinery and equipment	\$ -	\$ -	\$ -	\$ -
	Furniture and fixtures	\$ -	\$ -	\$ -	\$ -

Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Leased & SBITA Right-to-Use Assets	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation/Amortization (Please enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

*must tie to prior year ending balance

Part 6 - Please use this space to provide any explanations/comments or attach documentation, if needed:

PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

- | | | | |
|-----|--|--------------------------|-------------------------------------|
| | | Yes | No |
| 7-1 | Does the entity have an "old hire" firefighters' pension plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7-2 | Does the entity have a volunteer firefighters' pension plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If yes: Who administers the plan?

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
TOTAL	\$ -

What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?

\$ -

Part 7 - Please use this space to provide any explanations or comments:

PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

- | | | | | |
|-----|--|-------------------------------------|--------------------------|--------------------------|
| | | Yes | No | N/A |
| 8-1 | Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.? If no, MUST explain: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input style="width: 500px;" type="text"/> | | | |
| 8-2 | Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input style="width: 500px;" type="text"/> | | | |

If yes: Please indicate the amount budgeted for each fund for the year reported:

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General	\$ 71,721
Debt Service	\$ 31,590

PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box

- | | | | |
|-----|--|-------------------------------------|--------------------------|
| | | Yes | No |
| 9-1 | Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.

If no, MUST explain:

PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.

- | | | | |
|---------|---|--------------------------|-------------------------------------|
| | | Yes | No |
| 10-1 | Is this application for a newly formed governmental entity? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If yes: | Date of formation: <input style="width: 450px;" type="text"/> | | |
| 10-2 | Has the entity changed its name in the past or current year? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If yes: Please list the NEW name & PRIOR name:

10-3 Is the entity a metropolitan district?

Please indicate what services the entity provides:

Design, financing, acquisition and construction of certain infrastructure improvements.

10-4 Does the entity have an agreement with another government to provide services?

If yes: List the name of the other governmental entity and the services provided:

City of Greeley, CO to provide design, financing, acquisition and construction of certain infrastructure improvements.

10-5 Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during the

If yes: Date Filed:

10-6 Does the entity have a certified Mill Levy?

If yes: Please provide the following mills levied for the year reported (do not report \$ amounts):

Bond Redemption mills	57.266
General/Other mills	11.133
Total mills	68.399

Yes	No	N/A
-----	----	-----

10-7 **NEW 2023!** If the entity is a Title 32 Special District formed on or after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 [Section 32-1-207 C.R.S.]? If NO, please explain.

Please use this space to provide any additional explanations or comments not previously included:

PART 11 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box YES NO

12-1 If you plan to submit this form electronically, have you read the new Electronic Signature Policy?

Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedure


Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as Docusign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
 - a. Include a copy of an adopted resolution that documents formal approval by the Board, **or**
 - b. Include electronic signatures obtained through a software program such as Docusign or Echosign in accordance with the requirements noted above.

Print the names of ALL members of current governing body below.		A <u>MAJORITY</u> of the members of the governing body must sign below.
Board Member 1	Print Board Member's Name Andrew R. Klein	I <u>Andrew R. Klein</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u></u> Date: <u>03 / 05 / 2024</u> My term Expires: <u>May 2027</u>
Board Member	Print Board Member's Name Michael John Schroeder	I <u>Michael John Schroeder</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit.

2		Signed _____ Date: <u>03 / 06 / 2024</u> My term Expires: _____ May 2027 _____
Board Member 3	Print Board Member's Name Paige Langley	I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: <u>03 / 05 / 2024</u> My term Expires: _____ May 2025 _____
Board Member 4	Print Board Member's Name Mike Sandene	I _____ Mike Sandene _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: <u>03 / 05 / 2024</u> My term Expires: _____ May 2025 _____
Board Member 5	Print Board Member's Name	I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
Board Member 6	Print Board Member's Name	I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
Board Member 7	Print Board Member's Name	I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____

EXAMPLE - DO NOT FILL OUT THIS PAGE

This sample resolution/ordinance for exemption from audit is provided as an example of the documentation that is required. The wording may be used as a basis for your own local government document, if needed; however you **MUST** draft your own ordinance or resolution making any changes where applicable. Legal counsel should be consulted regarding any questions.

RESOLUTION/ORDINANCE FOR EXEMPTION FROM AUDIT

(Pursuant to Section 29-1-604, C.R.S.)

A RESOLUTION/ORDINANCE APPROVING AN EXEMPTION FROM AUDIT FOR FISCAL YEAR 20XX FOR THE **(name of government)**, STATE OF COLORADO.

WHEREAS, the **(governing body)** of **(name of government)** wishes to claim exemption from the audit requirements of Section 29-1-603, C.R.S.; and

WHEREAS, Section 29-1-604, C.R.S., states that any local government where neither revenues nor expenditures exceed seven hundred and fifty thousand dollars may, with the approval of the State Auditor, be exempt from the provision of Section 29-1-603, C.R.S.; and

[Choose 1 or 2 below, whichever is applicable]

(1) WHEREAS, neither revenue nor expenditures for **(name of government)** exceeded \$100,000 for Fiscal Year 20XX; and

CERTIFICATION OF VALUATION BY WELD COUNTY ASSESSOR

Name of Jurisdiction: 1451 - CITY CENTER WEST RESIDENTIAL METRO

IN WELD COUNTY ON 8/15/2024

New Entity: No

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

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2024 IN WELD COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$569,060
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$571,120
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$571,120
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD ## OR LAND (29-1-301(1)(b) C.R.S.):	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$0.00

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

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

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

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

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b),C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2024 IN WELD COUNTY, COLORADO ON AUGUST 25, 2024

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$7,330,688
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
<small>(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)</small>	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

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

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

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

IN ACCORDANCE WITH 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
--	-----

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2024

IN ACCORDANCE WITH 39-5-128(1.5)C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$71
--	------

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.

RESOLUTION NO. 2024-11-02
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CITY CENTER WEST RESIDENTIAL METROPOLITAN DISTRICT
TO ADOPT THE 2025 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the City Center West Residential Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2025 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2024, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 4, 2024, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City Center West Residential Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the City Center West Residential Metropolitan District for the 2025 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

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

ADOPTED this 4th day of November, 2024.

Secretary

EXHIBIT A
(Budget)

I, David Solin, hereby certify that I am the duly appointed Secretary of the City Center West Residential Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2025, duly adopted at a meeting of the Board of Directors of the City Center West Residential Metropolitan District held on November 4, 2024.

By: _____
Secretary

RESOLUTION NO. 2024-11-03
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CITY CENTER WEST RESIDENTIAL METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the City Center West Residential Metropolitan District (“District”) has adopted the 2025 annual budget in accordance with the Local Government Budget Law on November 4, 2024; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2025 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of City Center West Residential Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2025 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2025 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

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

ADOPTED this 4th day of November, 2024.

Secretary

EXHIBIT A
(Certification of Tax Levies)

I, David Solin, hereby certify that I am the duly appointed Secretary of the City Center West Residential Metropolitan District, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2025, duly adopted at a meeting of the Board of Directors of the City Center West Residential Metropolitan District held on November 4, 2024.

Secretary

RESOLUTION NO. 2024-11-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
CITY CENTER WEST RESIDENTIAL METROPOLITAN DISTRICT
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 6, 2025**

A. The terms of the offices of Directors Langley and Sandene shall expire upon the election of their successors at the regular election, to be held on May 6, 2025 (“**Election**”), and upon such successors taking office.

B. A vacancy currently exists on the Board of Directors of the District.

C. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect one (1) Directors to serve until the next regular election, to occur May 4, 2027, and two (2) Directors to serve until the second regular election, to occur May 8, 2029.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City Center West Residential Metropolitan District (the “**District**”) of the County of Weld, Colorado:

1. Date and Time of Election. The Election shall be held on May 6, 2025, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, one (1) Directors shall be elected to serve until the next regular election, to occur May 4, 2027, and two (2) Directors shall be elected to serve until the second regular election, to occur May 8, 2029.

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

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

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

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

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with David Solin, the Designated Election Official of the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 29, 2025).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from David Solin, the Designated Election Official for the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, (303) 987-0835 and on the District's website at <http://citycenterwestcommercialmd.colorado.gov/>.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on March 4, 2025, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

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

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

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

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 6, 2025]**

RESOLUTION APPROVED AND ADOPTED on November 4, 2024.

**CITY CENTER WEST RESIDENTIAL
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary

**SERVICE AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES**

THIS SERVICE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES (“Agreement”) is entered into and effective as of the 7th day of May, 2024, by and between **CITY CENTER WEST RESIDENTIAL METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **PB ROCHE PROPERTY SOLUTIONS, LLC**, a Colorado Corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 **Duties of Consultant.** The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

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

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

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto with a total contract amount no to exceed \$4,099.85 (Fixed Contract of \$3,674.86 plus estimated Spring and Fall Cleanups performed on a time and materials basis), unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit B** ("Change Order").

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on date satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination.

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

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

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

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

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: City Center West Residential Metropolitan District
141 S. Union Blvd., #150
Lakewood, CO 80228
Phone: (303) 987-0835
Email: dsolin@sdmsi.com
Attn: David Solin

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

To Consultant: PB Roche Property Solutions, LLC
2030 35th Ave., Suite A1
Greeley, CO 80634
Phone: (970) 356-690
Email: ljohnson@pbroche.com
Attn: Lauren Johnson
Email: droche@pbroche.com
Attn : Dane Roche

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
**PB ROCHE PROPERTY SOLUTIONS,
LLC**

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
**CITY CENTER WEST RESIDENTIAL
METROPOLITAN DISTRICT**

By: _____

President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of City Center West Residential Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
SCOPE OF SERVICES/COMPENSATION



This Agreement, entered on the _____ day of March, 2024 states that PB Roche Property Solutions, LLC, hereinafter PBR, will provide all labor and materials for landscape maintenance services at the following, hereafter Client:

Property Name: _____

Physical Location: _____

Billing Information:

Address: _____ City _____ State ____ Zip Code _____

Contact Name: _____ Contact Number: _____ Contact Email: _____

This contract period will begin 04/01/2024 and end 10/31/2024

1. Scope of Services

PBR, and any sub-contractors appointed by PBR, will furnish all labor, materials, and equipment necessary to provide quality, professional landscape maintenance services with a personal touch. Using qualified and trained staff, PBR will provide landscape maintenance, fertilization and weed control, spring, and fall clean ups, sprinkler maintenance, tree-shrub trimming, and bed care and any other requested service by Client in the realm of landscape maintenance. Any requests by Client that are not outlined in this contract or a desire to modify this contract must be submitted to PBR in written form or by email.

2. Availability and Performance

PBR will be readily available by phone and email and will respond quickly and efficiently to any requests by Client. Our staff takes pride in timely completion of requests and will be available at any time during business and non-business hours. PBR employees will conduct themselves in an appropriate manner and adequate supervision of employees is provided. PBR crews are experienced, qualified personnel and are able to perform specialized tasks such as pruning and pesticide or herbicide application.

3. Payment Terms

PBR will invoice on the 15th and the last day of each month. Payment is due upon receipt. Invoices over 30 days past due will be assessed a 2% or \$5.00 finance charge, whichever is greater. Requests for specialized invoices can be accommodated with a \$5.00 surcharge per invoice. PBR may decline to perform services if accounts are not current for prior services rendered. Client will be responsible for a returned check fee for any check returned unpaid for any reason.

4. Insurance, Licenses and Permits

PBR carries complete worker's compensation, automobile liability, and general liability insurance. Certificates of insurance are available upon request. In addition, PBR has all required federal, state, and local licenses and permits necessary for legal operation in the State of Colorado.

5. Damages

In the unlikely event that any damages occur to the Client's property, that are proven to be caused by PBR crew members, the cost of the repairs will be assumed by PBR in a timely and efficient manner.

6. Default and Remedies:

A default will occur if Client fails to make payment when due under the Contract. In the event of such default, PBR may, at its option: (a) terminate the Contract, without further notice to Client and without waiving any right it may have to recover payment of the money due from Client; or (b) halt services under the Contract until such payment is made to PBR. Client agrees and understands that he/she/it will be responsible for all costs of collecting payments due, including reasonable attorneys' fees and costs.

If PBR fails to perform services as required under this Contract, defaults under the Contract, or is grossly negligent, Client must send written notice of same to PBR at the address for PBR stated below. In the event of such default, Client may: (a) demand strict performance of the Contract; (b) terminate the Contract. If Client reasonably believes that PBR's performance is not satisfactory, Client may also terminate the Contract upon written notice to PBR explaining the reason for such termination.

7. Termination without Cause:

Either party to this Contract may terminate the Contract without cause by sending written notice to the other party at the respective address stated within Contract. Termination of the Contract will become effective 30 days after the date such written notice is provided. In the event of such termination, full payment for services performed or material provided under this Contract becomes due and payable on, or before, the effective date of termination. In addition, if Client has entered into this Contract as an agent of the Property owner, and Client's agreement with the Property owner is terminated, this Contract will automatically terminate without notice, effective the date of such termination by the Property Owner.

8. Miscellaneous

8.1. This Contract and attachments hereto supersede all other agreements between the parties, oral or written, regarding landscape maintenance.

8.2. By signing below, each party acknowledges they have read and understood the Contract and that no representation, inducement, promise, or agreement, oral or otherwise, has been made by any party which is not embodied herein. This Contract shall be construed objectively considering its overall purpose, which is to provide the described services herein for compensation. Neither the source nor the authorship of this Contract shall cause any other bias or presumption in the construction or interpretation of this Contract. Any changes to the terms of this Contract are not binding unless in writing, signed by each of the parties.

8.3. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

8.4. Client may not assign this Contract without first obtaining PBR's written approval to do so. Such approval will not be unreasonably withheld by PBR.

8.5. The parties hereto agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

8.6. This Contract shall be interpreted in accordance with the laws of the State of Colorado.

8.7. Should fuel prices exceed \$4.00 per gallon a 3% fuel surcharge will be added to all invoiced items. Fuel prices will be based on our local supplier's current market rate. PBR reserves the right to increase the fuel charge in relation to fuel prices.

8.8. PBR reserves the right to increase pricing up to 5% annually during the term of a multi-year contract. Any increases will be submitted for prior approval from the Client.

8.9. PBR reserves the right to increase hourly service rates, independent of the base contract price, during the contract period.

8.10. PBR reserves the right to add a fertilization surcharge at any point during this contract due to the extreme volatility of prices in this market. We will provide written notice should a surcharge become necessary.

Detailed Specification of Performed Landscape Services and Associated Pricing

1. Turf Maintenance

a. Mowing

All turf areas will be mowed weekly or as specified by the Client during the growing season. Frequency of mowing will vary in the spring/fall depending on the weather conditions, and growth.

b. Trimming

All turf areas will be trimmed weekly.

c. Edging

Edging will be done monthly or as requested by the Client and will be limited to concrete areas so as not to damage flagstone, brick, or wood decks, or walks.

d. Ground Appearance

Grounds will be monitored weekly for trash, debris, and weeds. PBR will make every effort to ensure a neat appearance of the property. However, the clean up of debris due to vandalism, excessiveness due to owner neglect, improperly contained dumpsters, and acts of God may require an additional charge of \$75 per man hour plus debris removal fees.

2. Native Mow

All native areas will be mowed as specified by the Client during the growing season. Native mowing will be billed at \$90-\$130 per man hour depending on equipment used and Native Trimming will be billed at \$75 per man hour in addition to the contract price.

3. Aeration

All turf areas will be aerated in the spring. One Aeration per season is included in the contract price. Any additional requested aerations will be billed at \$75 per man hour.

4. Fertilization and Weed Control

a. Turf

PBR uses 4 times a year fertilizer that will be applied as early as February and have applications every 8-12 weeks through October. Applications include pre-emergent, broadleaf applications, grub control, and crabgrass control. These four applications and fertilization will be included in the contract price. Any additional turf spraying will be billed at \$100 per man hour. We will monitor the property conditions to determine, what, if any, herbicides, or pesticides need to be applied. Insecticides will be an additional charge with a bid submitted upon the Client's request. Properties that are new to PBR and have weed problems should expect it to take a few years to get the weeds under control.

b. Beds and Tree Wells

Pre-emergent in ornamental beds will be performed between February and May at the discretion of PBR. Monthly manual weeding of beds and monthly chemical weed control applications in ornamental beds, tree rings, and cracks are included in contract price. Additional spraying will be billed at \$100 per man hour. We will maintain existing tree wells; tree wells that are not present and that are needed will be billed at \$100 per man hour.

c. Native

Native area weed control applications will be performed at the discretion of PBR and billed at \$145 per man hour in addition to the contract price.

5. Sprinkler System Maintenance

PBR will monitor and maintain all existing sprinkler system at property. Sprinkler checks, turn-on and winterization are included in the contract price. The fee for sprinkler system repairs will be \$80 per man hour and the cost of materials plus tax. Sprinkler repairs required between the hours of 7:00PM and 5:00AM or on holidays are considered after hours and will be billed at \$100 per man hour. Manual watering will be billed at \$80 per man hour in addition to the contract price. Sprinkler heads that are damaged while mowing will be replaced by PBR at no cost to the client.

6. Spring and Fall Clean Up

A spring clean-up will be performed in March/April. Fall clean-up generally takes place in November/December time frame after the leaves have fallen. Spring and Fall cleanup are billed separately and will be billed at \$85/man hour.

7. Tree, Shrub, and Bed Care

a. Tree and Shrub Care

PBR will monitor all trees and shrubs and make any necessary recommendations to the Client that might improve their health and longevity. PBR will prune all shrubs and the lower 10' of all trees on the property in accordance with industry standards. Tree pruning is limited to maintenance pruning. A bid will be provided upon request for any structural or rejuvenation pruning. Tree and shrub pruning generally takes place in accordance with the spring and fall clean-ups and one in the mid-summer. Tree wrap service will be billed at \$10 per tree.

b. Bed Care

PBR will monitor all bed areas regularly for mulch and rock coverage. Any necessary recommendations will be brought to the Client that might improve the aesthetics of the bed areas (i.e. additional mulch, rock, etc)

8. Watering

Manuel watering will be billed in addition to the contract price at an hourly charge of \$80 per man hour.

9. Snow Removal

Snow removal has not been included in this bid; a separate snow removal contract may be executed upon the Client's request.

10. Other

Any other landscape needs or projects desired by the Client can be completed at the hourly rate of \$75 per man hour and the cost of materials plus tax. A bid will be provided upon request of the Client before services are rendered. Debris removal recycling fees may be charged in addition to the contract price.

PRICING AND PAYMENT

The total amount for the services described within the bid as outline will be: \$3,674.85 per year.

PB Roche Property Solutions, LLC desires payment as follows:

7 Monthly payments of \$524.98

The prices, specifications, and conditions are satisfactory and are hereby accepted. PB Roche Property Solutions, LLC is hereby authorized to do the work as specified and the undersigned agrees that payment will be made as outlined.

_____/_____/_____
Dane Roche or Lauren Johnson
PB Roche Property Solutions

_____/_____/_____
Property Representative

PB Roche Property Solutions, LLC
2030 35th Ave Suite A1
Greeley, CO 80634
970-356-6900 – Office
970-371-8834 – Emergency
970-356-7171 – Fax
ljohnson@pbroche.com

This bid is good for thirty (30) days from the date received.

EXHIBIT B
FORM OF CHANGE ORDER

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

CHANGE IN SCOPE OF SERVICES (describe):
--

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

APPROVED:	
By:	_____
	District

APPROVED:	
By:	_____
	Consultant

SERVICE AGREEMENT FOR SNOW REMOVAL SERVICES

THIS SERVICE AGREEMENT FOR SNOW REMOVAL SERVICES (“**Agreement**”) is entered into and effective as of the 29th day of November, 2023, by and between **CITY CENTER WEST RESIDENTIAL METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **PB ROCHE PROPERTY SOLUTIONS, LLC**, a Colorado Corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

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

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

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto on a time and materials basis, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit B** ("Change Order").

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on date satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination.

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

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

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

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

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: City Center West Residential Metropolitan District
141 S. Union Blvd., #150
Lakewood, CO 80228
Phone: 303.987.0835
Email: dsolin@sdmsi.com
Attn: David Solin

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

To Consultant: PB Roche Property Solutions, LLC
2030 35th Ave., Suite A1
Greeley, CO 80634
Phone: (970) 356-6900
Email: ljohnson@pbroche.com
Attn: Lauren Johnson
Email: droche@pbroche.com
Attn: Dane Roche

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
PB ROCHE PROPERTY SOLUTIONS, LLC

By: DR

Its: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 13 day of December, 2023, by William Roche, as Manager of PB Roche Property Solutions.

Witness my hand and official seal.

My commission expires: June 24, 2026



[Signature]
Notary Public

District:
CITY CENTER WEST RESIDENTIAL METROPOLITAN DISTRICT

By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
SCOPE OF SERVICES/COMPENSATION

Snow Plowing Contract

2023-2024

This Agreement, entered on the _____ day of _____, 20____ states that PB Roche Property Solutions, LLC, hereafter PBR, will provide all labor and materials for snow plowing services at the following property, hereafter Client:

Property Name: _____

Physical Location: _____

Billing Information:

Address _____ City _____ State _____ Zip Code _____

Contact Name _____ Contact Number _____ Contact Email _____

This contract period will begin upon execution and end 5 / 31 / 2024

1. Scope of Services

PBR, and any subcontractors appointed by PBR, will furnish all labor, materials, and equipment necessary to provide quality, professional snow plowing operations with a personal touch. PBR will provide the plowing of snow on all sidewalks, drives, access lanes, parking lots and other areas designated by Client. Using qualified and trained staff, PBR will provide snow plowing and ice operations and any other requested service by Client in the realm of snow plowing. Any requests by Client that that are not outlined in this contract or a desire to modify this contract must be submitted to PBR in written form or by email.

The Detailed Specifications within this Contract must be completed by Client prior to the execution of this Contract; it must clearly define the snow plowing and ice operations that Client wants PBR to provide under this Contract within the specified areas of the Client's Property. Services will not include ice removal, or the physical removal of snow from the Property. This service is only available after the conclusion of a snow event and with a written request to PBR. These services will be billed on a time and materials basis pursuant to the Billed Hourly Rates of this Contract. Clean up of ice melt, or other snow melt products, used by PBR is not specifically included under this Contract but is available from PBR at an additional cost to Client.

2. Availability and Performance

PBR will be readily available by phone and email and will respond quickly and efficiently to any requests by Client. Our staff takes pride in timely completion of requests and will be available at any time during business and non-business hours. PBR employees will conduct themselves in an appropriate manner and adequate supervision of employees is provided.

Client agrees that PBR has discretion to determine if snow plowing operations are necessary under this Contract based on snow accumulations, forecasted temperatures and weather conditions for the Property. Client understands that snow accumulations may vary from one area to the next, and that weather conditions in one area may not be indicative of conditions at the Client's Property. Client also understands that drifting snow may necessitate plowing of Client's Property, regardless of the average accumulation at that Property.

3. Payment Terms

PBR will invoice Client following each snow event. Payment is due upon receipt. Invoices over 30 days past due will be assessed a 2% or \$5.00 finance charge, whichever is greater. Requests for specialized invoices can be accommodated with a \$5.00 surcharge per invoice. PBR may decline to perform services if accounts are not current for prior services rendered. Client will be responsible for a returned check fee for any check returned unpaid for any reason.

4. Insurance, Licenses and Permits

PBR carries complete worker's compensation, automobile liability, and general liability insurance. Certificates of insurance are available upon request. In addition, PBR has all required federal, state, and local licenses and permits necessary for legal operation in the State of Colorado.

5. Damages

PBR assumes no liability for damages to commercial or personal property which is not readily visible because of the accumulation of snow or other conditions, including, and without limitations to turf, curbs, wheel stops, hydrants, etc. PBR will mark problem areas upon Client request. PBR shall not be liable for claims, damages, or other matters, caused by, or related to, heavy equipment (i.e., loaders, tractors, etc.). PBR has discretion to determine whether to apply snow melt chemicals for snow management. Such chemicals have inherent properties that could degrade or damage metal, paving material, and plant material that come in to contact with such chemicals, and therefore, PBR will not be liable for damage caused to such objects or materials on site.

6. Default and Remedies:

A default will occur if Client fails to make payment when due under the Contract. In the event of such default, PBR may, at its option: (a) terminate the Contract, without further notice to Client and without waiving any right it may have to recover payment of the money due from Client; or (b) halt services under the Contract until such payment is made to PBR. Client agrees and understands that he/she/it will be responsible for all costs of collecting payment due, including reasonable attorneys' fees and costs.

If PBR fails to perform services as required under this Contract, defaults under the Contract, or is grossly negligent, Client must send written notice of same to PBR at the address for PBR stated below. In the event of such default, Client may: (a) demand strict performance of the Contract; (b) terminate the Contract. If Client reasonably believes that PBR's performance is not satisfactory, Client may also terminate the Contract upon written notice to PBR explaining the reason for such termination.

7. Termination without Cause:

Either party to this Contract may terminate the Contract without cause by sending written notice to the other party at the respective address stated within Contract. Termination of the Contract will become effective 30 days after the date such written notice is provided. In the event of such termination, full payment for services performed or material provided under this Contract becomes due and payable on, or before, the effective date of termination. In addition, if Client has entered into this Contract as an agent of the Property owner, and Client's agreement with the Property owner is terminated, this Contract will automatically terminate without notice, effective the date of such termination by the Property Owner.

8. Miscellaneous:

- 8.1. This Contract and attachments hereto supersede all other agreements between the parties, oral or written, regarding snow service operations.
- 8.2. By signing below, each party acknowledges they have read and understand the Contract and that no representation, inducement, promise, or agreement, oral or otherwise, has been made by any party which is not embodied herein. This Contract shall be construed objectively considering its overall purpose, which is to provide the described services herein for compensation. Neither the source nor the authorship of this Contract shall cause any other bias or presumption in the construction or interpretation of this Contract. Any changes to the terms of this Contract are not binding unless in writing, signed by each of the parties.
- 8.3. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.
- 8.4. Client may not assign this Contract without first obtaining PBR's written approval to do so. Such approval will not be unreasonably withheld by PBR.
- 8.5. The parties hereto agree that a facsimile signature may substitute for and have the same legal effect as the original signature.
- 8.6. This Contract shall be interpreted in accordance with the laws of the State of Colorado.
- 8.7. Should fuel prices exceed \$4.00 per gallon a 3% fuel surcharge will be added to all invoiced items. PBR reserves the right to increase the fuel surcharge in relation to fuel prices.
- 8.8. PBR reserves the right to increase pricing annually during the term of a multi-year contract.

9. Extreme Weather Conditions

When large accumulations of snow are predicted (i.e., blizzard conditions, high winds, and upslope conditions), PBR reserves the right to begin operations prior to the cessation of snow fall when multiple visits are anticipated. PBR will make every effort to ensure service. Client understands, however, that certain conditions may pose challenges to PBR providing services, which are out of PBR's control. In such cases, PBR will keep Client informed of conditions and will define realistic expectations for completion of snow plowing operations.

It is also understood that it may be necessary to delay some services due to imminent danger (i.e., extreme wind chill or reduced visibility) to any employee of PBR. Any precipitation event lasting longer than 12 hours will necessitate that PBR schedule rest periods for crew personnel and Managers to assure their safety. When accumulation exceeds six (6") inches, or when drift conditions exist, a "shovel-wide" path width will be cleared during the first visit to the site. Walks will be cleared to their full width when conditions allow.

10. Snow Mound Placement

Snow will be placed in appropriate areas to minimize damage to landscapes, obstructions and to reduce loss of parking areas. Client agrees to provide a snow map of the property to PBR during the walkthrough to discuss the placement of snow to ensure Client satisfaction. In large snow events, or when areas are not accessible, PBR shall mound snow where, in the opinion of PBR, it allows the greatest use of the area available. PBR may return after the conclusion of the snow event to move piles to the original designated areas. These services will be billed on a time and materials basis pursuant to the Billed Hourly Rates of this Contract.

11. Accessibility

Client shall be responsible for the removal of, or for causing the removal of all vehicles and other personal property from parking lots, drives, access roads, and designated snow mound areas so PBR can properly and efficiently operate snow plowing equipment. If vehicles or other personal property are not removed at the time of snow operations, PBR is obligated to plow only those areas that are available for safe use and operation of snowplow equipment.

12. Personal Injury and Indemnification:

Client understands that slippery conditions after a snow event are an inherent risk that cannot be eliminated by services provided by PBR. Therefore, Client agrees that it will not hold PBR, its officers, agents, and employees liable for any claims, damages, losses, and expenses, (including but not limited to attorneys' fees and court costs) arising out of or resulting from falls and other accidents caused in whole or in part by snow, ice, or any other slippery condition on the property. Client also agrees to indemnify and defend PBR from and against any claim, cause of action, or liability instituted by any employee, resident or third-party arising out of or related in any way to property damage, and personal injury due to ice, snow or other slippery condition that may exist on the Property before, during or after PBR has performed services pursuant to the Contract. Client agrees to indemnify and defend PBR from all such claims and liabilities regardless of whether allegedly caused by any actions or failures of PBR.

Client understands that upon completion of snow service operations, even when conducted to the highest standards in the industry for this area, slippery conditions may still exist. For example, normal nightly refreezing of melting snow and ice may occur after each storm. Therefore, PBR will not be liable for accidents caused by this inherent risk and will be defended, indemnified, and held harmless by Client from and against lawsuits or claims that may result from naturally occurring weather conditions, or the presence of ice melt, sand, or other snow melt products used by PBR.

Detailed Specifications of Snow Plowing Services and Associated Pricing

1. Snow Plowing Services

Snow plowing operations are to begin after **ANY** accumulation. This is the best option to limit the property's liability and to promote safe conditions.

Snow plowing operations are not to begin until approximately ____ inches of accumulation on sidewalks and approximately ____ inches of accumulation on drives, streets, and parking lots. Please note that reported depths located nearest to the property site will be used to determine when service begins. It is understood that drifting snow may require that services be performed regardless of reported snow totals.

Special Instructions/Requests:

2. Ice Operations

PBR utilizes ice melt, ice slicer, and magnesium chloride in ice operations. PBR shall not be liable for any damages, claims, or other matters related to the use of such materials. Any damages resulting from the use of such materials shall be the responsibility of Client. These damages include but are not limited to, damage to turf, plantings, concrete, etc. The clean-up of ice melt or magnesium chloride can be requested and will be billed at an additional hourly charge. Magnesium chloride may be used pre-storm to help prevent icy conditions from arising and to allow for a more thorough plowing of snow. Magnesium chloride will be applied when the probability of snowfall exceeds 50%. It is understood that it is possible that a predicted storm may not materialize.

2.1. Ice Melt

PBR is authorized to use ice melt wherever deemed necessary throughout the entire property.

PBR is **not** authorized to use ice melt unless Client calls **and** confirms in writing or by e-mail, to request specific ice melt operations.

2.2. Ice Slicer

PBR is authorized to use ice slicer/sand wherever deemed necessary throughout the entire property.

PBR is **not** authorized to use ice slicer/sand unless Client calls **and** confirms in writing or by e-mail, to request specific ice melt operations.

2.3. Magnesium Chloride

PBR is authorized to use magnesium chloride wherever deemed necessary throughout the entire property.

PBR is **not** authorized to use magnesium chloride unless Client calls **and** confirms in writing or by e-mail, to request specific ice melt operations.

3. Post Storm Inspections

PBR offers the service of a post storm inspection to look for any areas of concern on the property. Possible concerns include thaw and refreeze of sidewalks, drives, access lanes, parking lots, and/or other areas, snow drifting from high winds, relocation of snow mounds and visibility issues. PBR will inspect the property within 24 hours of the cessation of the storm event and when conditions may warrant. PBR will rectify possible problem areas or notify Client of such depending on the agreement. The charge for this service is \$65 per visit. Time and materials will be an additional charge.

PBR is authorized to perform post storm inspection and treat any areas of concern.

PBR is **not** authorized to perform post storm inspection and treat any areas of concern. Client acknowledges PBR will not be responsible for monitoring properties that elect not to have post storm inspections and it will be Client's responsibility to notify PBR when areas need treated.

Client acknowledges that snow plowing operations and ice operations may not clear the property to bare pavement and that slippery and/or icy conditions may still prevail even after satisfactory snow plowing and ice operations have been completed. PBR shall not be liable for any claims, damages, or other matters of any resident or third party that may arise from any property damage or personal injury due to any snow covered, icy, slick, or wet areas even when post storm inspections are authorized.

4. Billed Hourly Rates

Billed hourly rates are determined by equipment and materials used. Client acknowledges PBR has the discretion to determine equipment and materials used on Property. Minimum billed per line item and per visit is 1 man hour or otherwise noted. New equipment added to the fleet during the season will be billed at current rates. PBR reserves the right to increase hourly rates annually during the term of a multi-year contract.

Truck w/Attached Plow	\$130.00/man hour	Trucking and Hauling	\$125.00/man hour
ATV/Walker w/Blade	\$ 105.00/man hour	Front End Loader w/Bucket	\$275.00/man hour
Skid Steer w/Bucket	\$165.00/man hour	Front End Loader w/Pusher Box	\$300.00/man hour
Skid Steer/Tractor w/Pusher or 3-yard Bucket	\$220.00/man hour	Ice Melt Application	\$ 0.62/pound (50 pound minimum)
Small Broom Brush	\$ 75.00/man hour	Magnesium Chloride	\$ 3.50/ton
Large Broom Brush	\$125.00/man hour	Ice Slicer	\$ 0.35/pound (300 pound minimum)
Large Sidewalk Machine	\$200.00/man hour	Trip Charge	\$ 70.00/trip
Dingo or Mini Bob	\$135.00/man hour	Marking Areas w/Reflectors	\$ 70.00/man hour
Snow Blower	\$ 65.00/man hour		
Hand Shovel	\$ 60.00/man hour		
Walker Mower	\$ 85.00/man hour		

5. Holiday Rates

PBR increases its billed hourly rates during these specified holidays. Holiday rates will begin at 6:00 pm the evening prior to the holiday and at 8:00 am on the morning following the holiday.

- **Thanksgiving Day**
- **Christmas Eve thru Christmas Day**
- **New Year's Eve thru New Year's Day**

PBR is authorized to proceed with snow plowing operations during holiday rates. Client acknowledges that the billed hourly rate for all services during holiday dates will be **TIME and a HALF**.

PBR is **not** authorized to proceed with snow plowing operations during holiday rates. Client acknowledges that if holiday rates are not authorized, it is PBR discretion when snow operations will resume after holiday rates conclude. Client will move to the end of the scheduled route.

The prices, specifications, and conditions are satisfactory and are hereby accepted. PB Roche Property Solutions, LLC is hereby authorized to do the work as specified and the undersigned agrees that payment will be made as outlined.

	/ /		/ /
Dane Roche or Lauren Johnson, PB Roche Property Solutions, LLC	Date	Property Representative	Date

PB Roche Property Solutions, LLC
 2030 35th Ave Suite A1, Greeley, CO 80634
 (970) 356-6900 - Office
 (970) 371-8834- Emergency
 (970) 356-7171- Fax
ljohnson@pbroche.com

This proposal is good for 30 days from date received.

EXHIBIT B
FORM OF CHANGE ORDER

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

CHANGE IN SCOPE OF SERVICES (describe):
--

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

APPROVED:	
By:	
	District

APPROVED:	
By:	
	Consultant



Service Rates

PB Roche Property Solutions

Client Name: City Center West
Project Name: City Center West Residential Snow Removal Proposal
Jobsite Address: 7010 West 8th Street Greeley, Colorado 80634 **Billing Address:** 7017 West 10th Street Greeley, Colorado 80634
Estimate ID: EST2692842
Date: Aug 23, 2024

Please check the 'Approved' box beside all the services you wish included in your seasonal service package.

Approved	Service	Unit Price	Units
<input type="checkbox"/>	Snow Removal		

*Snow Labor w/Shoveler	\$70.00 per Hour
*Snow Labor w/ Plow Truck Driver	\$130.00 per Hour
Snow Labor w/ Mower	\$85.00 per Hour
Snow Labor w/ Gator	\$110.00 per Hour
Snow Labor w/Skid Steer	\$175.00 per Hour
Snow Labor w/Front Loader	\$190.00 per Hour

<input type="checkbox"/>	Ice Melt		
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Snow Labor w/Spread Ice Melt	\$70.00 per Hour
Ice Melt/bag	\$65.00 per bag
Ice Melt/lb	\$0.62 per lb
Ice Slicer	\$350.00 per ton
Sand	\$0.50 per lb

Service Terms + Conditions

Contractor will perform snow shoveling and/or plowing services only from indicated areas of the front of the property typically including driveways and driveway aprons. Service fees will be determined according to the attached Rates Schedule. Contractor shall mobilize when snow accumulation reaches 1" on sidewalks or 2" on streets/drivelanes of snow accumulation is imminent in these service areas described above. Contractor will begin snow and ice removal operations and continue as needed.

Contractor will perform snow shoveling and/or plowing services only on front walkways, disability ramps and front entrances. Service fees will be determined according to the attached Rate Schedule. Contractor will commence snow removal on these service areas when Contractor determines that snow accumulation has reached two (2) inches.

Contractor will apply de-icing materials to service areas only in conjunction with a storm with accumulations greater than 2" or when

Contractor Initials: _____ Customer Initials: _____

requested by client. Service fees will be determined according to the attached Rate Schedule.

Contractor to charge double on holidays (Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day). Client may opt out of service on these days with written request.

Contractor is not liable for any incidental damage to sidewalks, curbs, plants, sprinkler system due to snow plowing and snow removal. Contractor will flag any problem areas with flags to assist in knowing where infrastructure is.

GROUNDS MAINTENANCE TERMS + CONDITIONS

1. Work done by the Contractor will conform to local codes and applicable government regulations. the Contractor employees have been trained to work safely and are aware of local labor regulations.
2. the Contractor is insured for public liability and property damage in the amount of 1,000,000 million dollars. Policy Number 6D58763.
3. Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to the Contractor as promptly as possible. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so.
4. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following incidents resulting in actual, apparent or potential damage or injury:
 1. in any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion.
 2. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor.
 3. c. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties
5. Any property including fences, light posts, patios etc., damaged by the Contractor will be restored to its original condition at our expense.
6. All aspects of these specifications may be amended upon mutual agreement. Any such changes shall be in writing only and thereafter form a part of this contract.
7. It is understood and agreed upon that either party may terminate this contract, without cause, upon delivery of sixty (60) days written notice of termination to the other party.
8. Service rates may be subject to a fuel surcharge, if the cost of fuel exceeds \$4.00.

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Payment Terms and Conditions

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as

Contractor Initials: _____ Customer Initials: _____

may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Estimate authorized by: _____
Company Representative

Estimate approved by: _____
Customer Representative

Signature Date: _____

Signature Date: _____

**Prices shown do not include tax. Applicable taxes will be added to invoice(s).*

Contractor Initials: _____ Customer Initials: _____



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

MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski
Executive Vice-President

DATE: September 23, 2024

RE: Notice of 2025 Rate Increase

A rectangular box containing a handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by (2.5%) per hour.

We hope you will understand that it is necessary to increase our rates due to increasing gas and operating costs along with new laws and rules implemented by our legislature.

Dear Valued Clients,

I hope this message finds you well. We have always aimed to provide exceptional service and quality products, and we greatly appreciate your continued trust and loyalty. However, I am writing to inform you of an upcoming price adjustment that we must implement due to a rise in labor and material costs.

As you may be aware, the costs associated with labor, materials, and other operational expenses have increased significantly over the past few months. Despite our best efforts to absorb these costs, it has become necessary to adjust our pricing to ensure we can continue to deliver the high standards you have come to expect from us.

Please be assured that this decision was not made lightly. We remain committed to providing you with the best possible value and service. The new pricing will take effect from 1-1-25 and will be as follows:

Pre-screen of tickets not requiring a truck roll: \$6

Respond to and locate during normal business hours as defined by UNCC: \$80

Respond to and locate after hours as defined by UNCC: \$175

We understand that price increases are never welcome news, and we truly appreciate your understanding and continued support during this time. If you have any questions or concerns about the new pricing, please do not hesitate to reach out to us. We are here to assist you in any way we can.

Once again, thank you for your unwavering loyalty and support. We look forward to continuing to serve you with the same dedication and quality that you have come to expect from us.



Eric Montoya

Locate Manager

Diversified Underground, Inc.

Email eric@duinc.work

Phone 303-636-9999

Cell 720-490-6499

Fax 303-671-8728

**2300 Cavanaugh Rd, Watkins CO
80137**

<https://diversifiedunderground.com>

DBE/SBE/W/MBE Certified



