

SBC METROPOLITAN DISTRICT

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

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Keiffer Garton	President	2025/May 2025
VACANT		2025/May 2025
VACANT		2025/May 2025
VACANT		2023/May 2023
VACANT		2023/May 2023
Ann Finn	Secretary	non-elected position

DATE: November 11, 2022

TIME: 11:00 A.M.

PLACE: *VIA ZOOM*

<https://us02web.zoom.us/j/82222484542?pwd=NDhjVHdiUXlsRy9pZVdZTIUyVVIeUT09>

Phone: 1 (669) 900 6833 or 1 (253) 215-8782

Meeting ID: 822 2248 4542

Password: 939192

One tap mobile: +16699006833,,82222484542#,,, *939192#
+12532158782,,82222484542#,,, *939192#

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest and confirm quorum.

- B. Approve Agenda, confirm location of the meeting and posting of meeting notice.

- C. Discuss business to be conducted in 2023 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates (suggested dates are June __ and November __, 2023) and consider adoption of Resolution No. 2022-11-__; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices (enclosure).

- D. Acknowledge Resignation of Tom Martin from the Board of Directors.

- E. Discuss vacancies on the Boards and Consider the Appointment of Katie Kier to fill a vacancy on the Board of Directors (Notice of Vacancy published on August 2, 2022). Administer Oath of Office.
-

- F. Consider appointment of Officers:

President _____
Treasurer _____
Secretary _____
Asst. Secretary _____
Asst. Secretary _____

- G. Consent Agenda – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless requested; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

1. Approve the Minutes from the June 28, 2022 Special Meeting (enclosure).
2. Discuss §32-1-809, C.R.S., Transparency Notice reporting requirements and mode of eligible elector notification (2022 SDA Website).
3. Ratify approval of proposal from Brightview Landscape Services for the back flow device replacements (enclosure).
4. Review and approve proposal from Brightview Landscape Services for backflow replacement at 51st and Geneva in the amount of \$2,680.67 (enclosures).
5. Ratify the payment of claims through the periods ending (enclosures):

Fund	Period Ending June 30, 2022	Period Ending July 31, 2022	Period Ending Aug. 31, 2022	Period Ending Sept. 30, 2022
General	\$ 85,996.66	\$ 24,130.48	\$ 22,848.95	\$ 39,116.32
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 85,996.66	\$ 24,130.48	\$ 22,848.95	\$ 39,116.32

Period Ending Oct. 31 2022
\$ 98,127.09
\$ -0-
\$ -0-
\$ 98,127.09

II. PUBLIC COMMENTS

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

- A. Review and accept the unaudited Financial Statements through the period ending September ___, 2022 and accept the Schedule of Cash Position as of September ___, 2022 (to be distributed).
-
- B. Consider engagement of Simmons & Wheeler, P.C. for preparation of 2022 Audit, in the amount of \$_____ (to be distributed).
-
- C. Conduct Public Hearing to consider amendment of the 2022 Budget. If necessary, consider adoption of Resolution No. 2022-11-___; Resolution to Amend the 2022 Budget.
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- D. Conduct Public Hearing on the proposed 2023 Budget and consider adoption of Resolution No. 2022-11-___; Resolution to Adopt the 2023 Budget and Appropriate Sums of Money and Resolution No. 2022-11-___; Resolution to Set Mill Levies for General Fund ____, Debt Service Fund ____, and Other Fund(s) _____ for a total mill levy of _____ (enclosures – preliminary AV, draft 2023 Budget, and Resolutions).
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- E. Authorize District Accountant to prepare, and appoint Board Member to sign, the DLG-70 Certification of Tax Levies form (“Certification”). Direct District Accountant to file the Certification with the Board of County Commissioners and other interested parties.
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- F. Consider appointment of District Accountant to prepare the 2024 Budget and set the date of the Budget Hearing.
-
- G. Discuss statutory requirements for an audit. Consider appointment of District Accountant or engagement of outside accountant to prepare 2022 Audit.
-

- H. Review and consider approval Statements of Work between the District and CliftonLarsonAllen LLP for 2023. (enclosure).
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IV. LEGAL MATTERS

- A. Discuss May 2, 2023 Regular Director Election and consider adoption of Resolution No. 2022-11-___; Resolution Calling May 2, 2023 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. Self-Nomination forms are due by February 24, 2023 (enclosure). Discuss the need for ballot issues and/or questions.
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- B. Consider adoption of Resolution No. 2022-11-___; Resolution of SBC Metropolitan District Name Change to Prologis Central Park Business Center Metropolitan District (enclosed).
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V. CAPITAL IMPROVEMENTS

- A. Discuss status of Monument Renovation Project.
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- B. Discuss possible capital improvement projects.
-

VI. OPERATIONS AND MAINTENANCE

- A. Operations and Maintenance Report:
 - 1. Discuss heaved sidewalk (enclosures).

 - 2. Discuss homeless issues.

 - 3. Discuss 2023 pest control services.

 - 4. Discuss detention pond maintenance services (enclosure)

- B. Review and approve Service Agreement with SaveATree for 2023 Tree Care Services in the amount of \$47,020.00 (proposal – enclosed).
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- C. Review and approve Service Agreement with Rocky Mountain Parking Lot Services, Inc. for 2022/2023 snow removal (enclosure).
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- D. Review and approve Service Agreement with Brightview Landscape Services, Inc. for 2023 landscape maintenance services (to be distributed).
-

- E. Review and approve Service Agreement with Diversified Underground for Utility Locate Services (enclosure).
-

VII. OTHER BUSINESS

- A. _____

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

Informational Enclosures:

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

RESOLUTION NO. 2022-11-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SBC 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 SBC Metropolitan District (the “**District**”), Denver County, Colorado:

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

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

3. That regular meetings of the District Board for the year 2023 shall be held on June __ and November __, 2023 at 1:00 p.m., virtually

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

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

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

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

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

(a) Light pole on north side of 47th Street between Havana and Geneva.

9. Special District Management Services, Inc., or its 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 11, 2022.

SBC METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SBC METROPOLITAN DISTRICT HELD JUNE 28, 2022

A Special Meeting of the Board of Directors (referred to hereafter as the “Board”) of the SBC Metropolitan District (referred to hereafter as the “District”) was duly held on Tuesday, the 28th day of June, 2022, at 4:00 p.m. This District Board meeting was held via Zoom. The meeting was open to the public via Zoom.

ATTENDANCE

Directors In Attendance Were:

Keiffer Garton, President

Also In Attendance Were:

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

Paula Williams, Esq. and Tim O’Connor, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP

Anne LaPlace, Esq.; ProLogis

Zack Bishop; Piper Sandler & Co.

Tom Martin; Member of the Public

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.

Ms. Finn 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 Williams noted that all Director Disclosure Statements had been filed with the Colorado Secretary of State.

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board’s review and approval a proposed Agenda for the District’s Special Meeting.

RECORD OF PROCEEDINGS

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

Meeting Location/Manner and Posting of Meeting Notice: 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. Ms. Finn noted the meeting will be conducted via Zoom. Ms. Finn reported that notice was duly posted and that no objections to the telephonic manner of the meeting or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries have been received.

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made and seconded by Director Garton 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 within the boundaries of the District at least 24-hours prior to each meeting at the on the light pole located on the North side of 47th Street between Havana Street and Geneva Street, Denver, Colorado.

Possible Debt Restructuring: Mr. Bishop discussed a possible debt restructuring with the Board. Mr. Bishop presented a financial forecast on the current debt market and confirmed that there was not a significant advantage to refinance this year. No action was taken by the Board at this time.

May 3, 2022 Election: Ms. Finn noted for the Board that the May 3, 2022 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 there are four vacancies on the Board.

Appointment of Director: It was noted that pursuant to Section 32-1-808(2)(a)(I), C.R.S., publication of a Notice of Vacancy on the Board was made on August 2, 2022 in *The Daily Journal*. No Letters of Interest from qualified eligible electors were received within ten (10) days of the date of such publication.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board nominated Tom Martin to fill a vacant Board term and, upon vote, unanimously carried, the Board appointed Tom Martin to fill the vacancy. The Oath of Office was administered.

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

RECORD OF PROCEEDINGS

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

President
Treasurer
Secretary

Keiffer Garton
Tom Martin
Ann E. Finn (non-elected position)

CONSENT AGENDA: The Board considered the following actions:

- Approve Minutes of the June 28, 2022 Special Meeting.
- Ratify approval of payment of claims as follows:

Fund	Period Ending Nov. 30, 2021	Period Ending Dec. 31, 2021	Period Ending Jan. 31, 2022	Period Ending Feb. 28, 2022
General	\$ 28,806.20	\$ 40,055.66	\$ 24,739.31	\$ 26,829.14
Debt Service	\$ -0-	\$ -0-	\$ 1,050.00	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 28,806.20	\$ 40,055.66	\$ 25,789.31	\$ 26,829.14

Fund	Period Ending March. 31, 2022	Period Ending April 30, 2022	Period Ending May 31, 2022
General	\$ 19,436.52	\$ 25,798.97	\$ 21,169.17
Debt Service	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-
Total	\$ 19,436.52	\$ 25,798.97	\$ 21,169.17

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

PUBLIC COMMENT

There was no public comment.

FINANCIAL MATTERS

Unaudited Financial Statements: Ms. Ross reviewed the unaudited financial statements of the District setting forth the cash deposits, investments, budget analysis, and accounts payable vouchers for the period ending October 31, 2021 and accept the Schedule of Cash Position as of May 31, updated June 27, 2022.

The Board briefly discussed paying for Monument Signs. Attorney Williams explained for the Board the difference between monuments that may be financed by District funds or by the Developer. No action was taken by the Board at this time.

Following discussion, upon motion duly made and seconded by Director Garton

RECORD OF PROCEEDINGS

and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District setting forth the cash deposits, investments, budget analysis, and accounts payable vouchers for the period ending October 31, 2021 and accept the Schedule of Cash Position as of May 31, updated June 27, 2022.

2021 Audit: Ms. Ross reviewed the 2021 draft Audited Financial Statements with the Board.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board approved the 2021 Audited Financial Statements and authorized execution of the Representations Letter, subject to final legal review and receipt of an unmodified opinion letter and authorized accountant to file with the state auditor.

LEGAL MATTERS

There were no legal matters brought before the Board.

CAPITAL IMPROVEMENTS

Capital Improvement Projects:

Monument signs: Director Garton noted that the monuments need to be renovated and they are currently working on a design plans.

OPERATIONS AND MAINTENANCE

Operation and Maintenance Report: Ms. Finn reported to the Board that there is a large population of homeless in the area, so the District has been experiencing issues with trash removal and other services. Director Martin reported that contractors are having difficulties with performing work within the District due to the homeless population interfering with their work. Director Martin inquired if there was a way to requesting aid from the City of Denver to resolve the issue. Attorney Williams advised that she was unsure that this would be an option, but she would reach out to the City Attorney and inquire about the District's options. Ms. Finn confirmed that she would reach out to the Health Department and inquire regarding the same. Director Garton confirmed that he would also reach out to the Economic Development Department with the City.

Ms. Finn reported that the tree replacements are underway, and the flower bed renovations had been completed and that she would continue to update the Board.

Ms. Finn also reported that Stormwater Asset Protection, LLC ("SWAP") is obtaining proposals for the detention pond maintenance. Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board authorized Directors Garton and Martin to review

RECORD OF PROCEEDINGS

and approve the proposal obtained by SWAP, subject to ratification by the Board at the next meeting.

Proposals for Watering Tree Replacements: The Board reviewed proposals for watering tree replacements.

Following discussion, upon motion duly made and seconded by Director Garton and, upon vote, unanimously carried, the Board authorized Directors Garton and Martin to review and approve the proposals for tree watering, subject to ratification by the Board at the next meeting.

OTHER BUSINESS

No other business was discussed.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

Proposal for Extra Work at Stapleton Business Center Metr

Property Name	Stapleton Business Center Metr	Contact	Ann Finn
Property Address	E 47th Ave and Havana St Denver, CO 80602	To	Stapleton Business Center Metro District
		Billing Address	c/o SDMSI 141 Union Ave Ste 150 Lakewood, CO 80228

Project Name Stapleton Business Center Metro-Backflow enclosure replacement-51st and Geneva area

Project Description Move existing quick coupler, pour new concrete pad and install Aluminum strong box enclosure.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
10.00	HOURL	Labor to remove existing concrete pad, move existing quick coupler, pour new pad and install backflow and stainless steel strongbox for protection	\$65.00	\$650.00
1.00	LUMP SUM	Stainless steel strong box	\$1,905.67	\$1,905.67
1.00	LUMP SUM	New valve box, concrete, fittings and parts.	\$125.00	\$125.00

For internal use only

SO# 7885251
JOB# 400600445
Service Line 150

Total Price \$2,680.67

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
12570 E. 39th Ave, Denver, CO 80239 ph. (303) 288-2701 fax (303) 288-2715

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
7. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
10. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
12. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

14. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature _____ Title **Director**

Ann Finn **August 02, 2022**
Printed Name _____ Date _____

BrightView Landscape Services, Inc. "Contractor"

Signature _____ Title **Account Manager Exterior**

Paul Lorenz **August 02, 2022**
Printed Name _____ Date _____

Job #: **400600445**

SO #: **7885251** **Proposed Price:** **\$2,680.67**





Proposal for Extra Work at Stapleton Business Center Metr

Property Name	Stapleton Business Center Metr	Contact	Ann Finn
Property Address	E 47th Ave and Havana St Denver, CO 80602	To	Stapleton Business Center Metro District
		Billing Address	c/o SDMSI 141 Union Ave Ste 150 Lakewood, CO 80228

Project Name Replaced the stolen Backflow and install new strongbox enclosure (5503 Havana)

Project Description Remove The concrete, do the necessary adjustments and install new enclosure (SBBC-30) and Backflow.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Enclosure Strongbox (SBBC-30-AL)	\$1,970.14	\$1,970.14
1.00	LUMP SUM	Backflow Febco 825YA 1.5"	\$2,143.53	\$2,143.53
1.00	LUMP SUM	Irrigation Parts (copper)	\$595.32	\$595.32
1.00	LUMP SUM	Concrete and Misc.	\$318.00	\$318.00
14.00	HOOR	Labor	\$65.00	\$910.00

For internal use only

SO#
JOB# 400600445
Service Line 150

Total Price \$5,936.99

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
12570 E. 39th Ave, Denver, CO 80239 ph. (303) 288-2701 fax (303) 288-2715

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Director	
Signature _____	Title _____
Ann Finn	October 28, 2022
Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"

Irrigation Manager II	
Signature _____	Title _____
Francisco Ocampo Benitez	October 28, 2022
Printed Name _____	Date _____

Job #: 400600445

SO #: **Proposed Price:** **\$5,936.99**

**SBC Metropolitan District
June-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Brightview Landscape Services, Inc.	7936223	6/1/2022	6/1/2022	\$ 665.20	Landscape - repairs and maintenance	107585
Brightview Landscape Services, Inc.	5131175	5/27/2022	6/11/2022	\$ 430.35	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5123474	5/20/2022	6/4/2022	\$ 130.00	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	7898849	5/18/2022	6/2/2022	\$ 9,262.28	Landscape - floral	107587
Brightview Landscape Services, Inc.	5132363	5/31/2022	6/15/2022	\$ 352.90	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	7917772	6/1/2022	6/16/2022	\$ 9,219.88	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5132364	5/31/2022	6/15/2022	\$ 421.71	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	7897899	5/17/2022	6/1/2022	\$ 5,306.88	Landscape - repairs and maintenance	107585
Brightview Landscape Services, Inc.	7936330	5/23/2022	6/16/2022	\$ 445.00	Landscape - repairs and maintenance	107585
Brightview Landscape Services, Inc.	5123472	5/20/2022	6/4/2022	\$ 460.82	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	7936396	6/1/2022	6/16/2022	\$ 957.30	Landscape - repairs and maintenance	107585
Brightview Landscape Services, Inc.	5123475	5/20/2022	6/4/2022	\$ 120.00	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5118725	5/17/2022	6/1/2022	\$ 405.20	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5123740	5/20/2022	6/4/2022	\$ 417.48	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	7921719	5/24/2022	6/8/2022	\$ 2,605.02	Landscape - repairs and maintenance	107585
CliftonLarsonAllen LLP	3280990	4/30/2022	4/30/2022	\$ 1,749.35	Accounting	107000
Critter Gitterz	2022 06882	6/13/2022	7/13/2022	\$ 300.00	Mosquito abatement	107589
Denver Water	4699 April 2022	5/13/2022	6/3/2022	\$ 66.73	Utilities	107701
Denver Water	5595 April 2022	5/13/2022	6/3/2022	\$ 57.45	Utilities	107701
Denver Water	4699 Florence April 2022	5/13/2022	6/3/2022	\$ 48.01	Utilities	107701
Denver Water	5503 April 2022	5/13/2022	6/3/2022	\$ 76.06	Utilities	107701
Denver Water	10210 April 2022	5/13/2022	6/3/2022	\$ 120.88	Utilities	107701
Denver Water	4698 April 2022	5/13/2022	6/3/2022	\$ 45.93	Utilities	107701
Denver Water	10324 April 2022	5/13/2022	6/3/2022	\$ 72.97	Utilities	107701
Manager of Finance	SD FEE 22-020	6/1/2022	6/13/2022	\$ 3,000.00	City of Denver maintenance fee	107582
McGeady Becher P.C.	460W 04/2022	4/30/2022	4/30/2022	\$ 680.50	Legal services	107460
Savatree	10995963	3/15/2022	4/14/2022	\$ 525.00	Tree Replacement	107802
Savatree	10995969	6/3/2022	6/3/2022	\$ 1,975.00	Tree Replacement	107802
Savatree	10993995	2/19/2022	3/21/2022	\$ 19,675.00	Tree Replacement	107802
Savatree	9778697	4/21/2022	5/21/2022	\$ 1,235.00	Landscape - water	107588
Savatree	10993994	3/24/2022	4/23/2022	\$ 8,940.00	Tree Replacement	107802
Savatree	9778696	3/1/2022	3/1/2022	\$ 1,235.00	Landscape - water	107588
Savatree	10995955	4/8/2022	4/8/2022	\$ 5,330.00	Tree Replacement	107802
Savatree	10995968	3/5/2022	3/5/2022	\$ 2,190.00	Tree Replacement	107802
Savatree	10995939	4/28/2022	4/28/2022	\$ 1,280.00	Tree Replacement	107802
Special District Mgmt. Services Inc	May-22	5/31/2022	5/31/2022	\$ 88.80	Election	107581
Special District Mgmt. Services Inc	May-22	5/31/2022	5/31/2022	\$ 2,662.93	District management	107440
Test Gauge, Inc.	INV6-9294	4/29/2022	5/29/2022	\$ 3,273.44	Miscellaneous	107480
Utility Notification Center of CO.	222051287	5/31/2022	5/31/2022	\$ 23.40	Locates	107584
Xcel Energy	781491778	5/26/2022	6/16/2022	\$ 145.19	Utilities	107701

\$ 85,996.66

SBC Metropolitan District
June-22

	General	Debt	Capital	Totals
Disbursements	\$ 85,363.44		\$ -	\$ 85,363.44
Denver Water	488.03			\$ 488.03
Xcel - Auto Pay	\$ 145.19	-	-	\$ 145.19
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Total Disbursements from Checking Acct	\$ 85,996.66	\$ -	\$ -	\$ 85,996.66
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**SBC Metropolitan District
July-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Animal & Pest Control Specialists	85872	6/29/2022	6/29/2022	\$ 125.00	Mosquito abatement	107589
Animal & Pest Control Specialists	85097	6/9/2022	6/9/2022	\$ 420.00	Mosquito abatement	107589
Brightview Landscape Services, Inc.	5143257	6/8/2022	6/23/2022	\$ 350.53	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	7945081	6/17/2022	7/2/2022	\$ 150.00	Landscape - repairs and maintenance	107585
Brightview Landscape Services, Inc.	5157370	6/21/2022	7/6/2022	\$ 229.57	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5142166	6/7/2022	6/22/2022	\$ 327.62	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5157374	6/21/2022	7/6/2022	\$ 145.64	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5164804	6/27/2022	7/12/2022	\$ 462.52	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5139355	6/6/2022	6/21/2022	\$ 400.94	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	7966891	7/1/2022	7/16/2022	\$ 9,219.88	Landscape - contract	107586
Brightview Landscape Services, Inc.	5150182	6/14/2022	6/29/2022	\$ 65.00	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5164802	6/27/2022	7/12/2022	\$ 320.40	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5164803	6/27/2022	7/12/2022	\$ 377.30	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5142180	6/7/2022	6/22/2022	\$ 454.00	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5150183	6/14/2022	6/29/2022	\$ 283.01	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	7938196	6/7/2022	6/22/2022	\$ 1,700.00	Landscape - repairs and maintenance	107585
CliftonLarsonAllen LLP	3315548	5/31/2022	5/31/2022	\$ 1,264.10	Accounting	107000
Critter Gitterz	2022 06968	6/28/2022	7/13/2022	\$ 300.00	Mosquito abatement	107589
Denver Water	10324 June 2022	6/14/2022	7/5/2022	\$ 910.17	Utilities	107701
Denver Water	4699 June 2022	6/14/2022	7/5/2022	\$ 687.61	Utilities	107701
Denver Water	4699 Florence 2022	6/14/2022	7/5/2022	\$ 279.93	Utilities	107701
Denver Water	5503 June 2022	6/14/2022	7/5/2022	\$ 634.78	Utilities	107701
Denver Water	4698 June 2022	6/14/2022	7/5/2022	\$ 45.93	Utilities	107701
Denver Water	10210 June 2022	6/14/2022	7/5/2022	\$ 478.00	Utilities	107701
Dodge Data & Analytics	A40041276	6/9/2022	6/9/2022	\$ 57.12	Miscellaneous	107480
McGeady Becher P.C.	460W 05/2022	5/31/2022	5/31/2022	\$ 595.50	Legal services	107460
Special District Mgmt. Services Inc	Jun-22	6/30/2022	6/30/2022	\$ 171.20	Election	107581
Special District Mgmt. Services Inc	Jun-22	6/30/2022	6/30/2022	\$ 3,480.19	District management	107440
Utility Notification Center of CO.	222061291	6/30/2022	6/30/2022	\$ 14.30	Locates	107584
Xcel Energy	785520377	6/27/2022	7/18/2022	\$ 180.24	Utilities	107701
				\$ 24,130.48		

**SBC Metropolitan District
July-22**

	General	Debt	Capital	Totals
Disbursements	\$ 20,913.82		\$ -	\$ 20,913.82
Denver Water	3,036.42			\$ 3,036.42
Xcel - Auto Pay	\$ 180.24	-	-	\$ 180.24
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Total Disbursements from Checking Acct	\$ 24,130.48	\$ -	\$ -	\$ 24,130.48
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SBC Metropolitan District
August-22

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Animal & Pest Control Specialists	85876	7/27/2022	7/27/2022	\$ 125.00	Mosquito abatement	107589
Brightview Landscape Services, Inc.	8008160	8/1/2022	8/16/2022	\$ 9,219.88	Landscape - contract	107586
CliftonLarsonAllen LLP	3347254	6/30/2022	6/30/2022	\$ 2,261.39	Accounting	107000
Critter Gitterz	2022 07097	8/17/2022	8/31/2022	\$ 300.00	Mosquito abatement	107589
Denver Water	5595 July 2022	7/14/2022	8/4/2022	\$ 45.93	Utilities	107701
Denver Water	4698 July 2022	7/14/2022	8/4/2022	\$ 45.93	Utilities	107701
Denver Water	10324 July 2022	7/14/2022	8/4/2022	\$ 1,195.13	Utilities	107701
Denver Water	5503 July 2022	7/14/2022	8/4/2022	\$ 3,226.78	Utilities	107701
Denver Water	10210 July 2022	7/14/2022	8/4/2022	\$ 719.92	Utilities	107701
Denver Water	4699 July 2022	7/14/2022	8/4/2022	\$ 212.33	Utilities	107701
Denver Water	4699 Florence July 2022	7/14/2022	8/4/2022	\$ 45.93	Utilities	107701
McGeady Becher P.C.	460W 06/2022	6/30/2022	6/30/2022	\$ 2,888.00	Legal services	107460
Special District Mgmt. Services Inc	Jul-22	7/31/2022	7/31/2022	\$ 192.40	Election	107581
Special District Mgmt. Services Inc	Jul-22	7/31/2022	7/31/2022	\$ 2,182.90	District management	107440
Utility Notification Center of CO.	222071269	7/31/2022	7/31/2022	\$ 6.50	Locates	107584
Xcel Energy	789607068	7/27/2022	8/16/2022	\$ 180.93	Utilities	107701

\$ 22,848.95

**SBC Metropolitan District
August-22**

	General	Debt	Capital	Totals
Disbursements	\$ 17,176.07		\$ -	\$ 17,176.07
Denver Water	5,491.95			\$ 5,491.95
Xcel - Auto Pay	\$ 180.93	-	-	\$ 180.93
Total Disbursements from Checking Acct	\$ 22,848.95	\$ -	\$ -	\$ 22,848.95

**SBC Metropolitan District
September-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Animal & Pest Control Specialists	85877	8/24/2022	8/24/2022	\$ 125.00	Mosquito abatement	107589
Brightview Landscape Services, Inc.	9/8/2022	9/8/2022	9/23/2022	\$ 1,933.95	Landscape - repairs and maintenance	107585
Brightview Landscape Services, Inc.	5229559	8/16/2022	8/31/2022	\$ 495.15	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5205618	7/29/2022	8/13/2022	\$ 333.47	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5186301	7/14/2022	7/29/2022	\$ 493.13	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5186303	7/14/2022	7/29/2022	\$ 314.67	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	8039202	8/22/2022	9/6/2022	\$ 2,680.67	Landscape - repairs and maintenance	107585
Brightview Landscape Services, Inc.	5224387	8/12/2022	8/27/2022	\$ 372.40	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	8055186	9/1/2022	9/16/2022	\$ 9,219.88	Landscape - contract	107586
Brightview Landscape Services, Inc.	5193980	7/20/2022	8/4/2022	\$ 479.51	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5219286	8/9/2022	8/24/2022	\$ 254.68	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5253996	9/6/2022	9/21/2022	\$ 624.48	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5229558	8/16/2022	8/31/2022	\$ 495.53	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5184087	7/13/2022	7/28/2022	\$ 267.11	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5202382	7/27/2022	8/11/2022	\$ 426.78	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5196686	7/22/2022	8/6/2022	\$ 478.45	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5205616	7/29/2022	8/13/2022	\$ 422.81	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5177289	7/7/2022	7/22/2022	\$ 380.68	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5186302	7/14/2022	7/29/2022	\$ 236.25	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5180140	7/11/2022	7/26/2022	\$ 285.66	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5205613	7/29/2022	8/13/2022	\$ 428.83	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5219289	9/15/2022	9/30/2022	\$ 385.18	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5193978	7/20/2022	8/4/2022	\$ 480.76	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5242743	8/25/2022	9/9/2022	\$ 99.00	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5222426	8/11/2022	8/26/2022	\$ 199.74	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5177288	7/7/2022	7/22/2022	\$ 208.08	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5193977	7/20/2022	8/4/2022	\$ 226.57	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5188339	7/15/2022	7/30/2022	\$ 380.94	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5193979	7/20/2022	8/4/2022	\$ 483.15	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5188167	7/15/2022	7/30/2022	\$ 415.43	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5205819	7/29/2022	8/13/2022	\$ 494.81	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5202383	7/27/2022	8/11/2022	\$ 481.89	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5247984	8/30/2022	9/14/2022	\$ 468.66	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5213035	8/5/2022	8/20/2022	\$ 388.70	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	5196687	7/22/2022	8/6/2022	\$ 424.07	Irrigation Repairs	107803
CliftonLarsonAllen LLP	3373942	7/31/2022	7/31/2022	\$ 1,934.63	Accounting	107000
Critter Gitterz	2022 07184	9/15/2022	9/15/2022	\$ 300.00	Mosquito abatement	107589
Denver Water	10210 Aug. 2022	8/15/2022	9/6/2022	\$ 455.84	Utilities	107701
Denver Water	4699 Aug. 2022	8/15/2022	9/6/2022	\$ 45.93	Utilities	107701
Denver Water	5503 Aug. 2022	8/15/2022	9/6/2022	\$ 3,060.18	Utilities	107701
Denver Water	4699 Florence Aug. 2022	8/15/2022	9/6/2022	\$ 45.93	Utilities	107701
Denver Water	5595 Aug. 2022	8/16/2022	9/6/2022	\$ 783.21	Utilities	107701
Denver Water	10324 Aug. 2022	8/15/2022	9/6/2022	\$ 1,382.33	Utilities	107701
Denver Water	4698 Aug. 2022	8/15/2022	9/6/2022	\$ 45.93	Utilities	107701
Dodge Data & Analytics	A40042276	8/2/2022	8/2/2022	\$ 48.96	Miscellaneous	107480
McGeady Becher P.C.	460W 07/2022	7/31/2022	7/31/2022	\$ 2,991.50	Legal services	107460
Special District Mgmt. Services Inc	Aug-22	8/31/2022	8/31/2022	\$ 74.00	Election	107581
Special District Mgmt. Services Inc	Aug-22	8/31/2022	8/31/2022	\$ 1,885.21	District management	107440
Utility Notification Center of CO.	222081255	8/31/2022	8/31/2022	\$ 5.20	Locates	107584
Xcel Energy	793607050	8/23/2022	9/15/2022	\$ 171.40	Utilities	107701

\$ 39,116.32

**SBC Metropolitan District
September-22**

	General	Debt	Capital	Totals
Disbursements	\$ 33,125.57		\$ -	\$ 33,125.57
Denver Water	5,819.35			\$ 5,819.35
Xcel - Auto Pay	\$ 171.40	-	-	\$ 171.40
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Total Disbursements from Checking Acct	\$ 39,116.32	\$ -	\$ -	\$ 39,116.32
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**SBC Metropolitan District
October-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Brightview Landscape Services, Inc.	5273110	9/19/2022	10/4/2022	\$ 499.65	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	8078484	9/12/2022	9/27/2022	\$ 1,029.04	Landscape - repairs and maintenance	107585
Brightview Landscape Services, Inc.	8102216	10/1/2022	10/16/2022	\$ 9,219.88	Landscape - contract	107586
Brightview Landscape Services, Inc.	8085808	9/22/2022	10/7/2022	\$ 448.39	Landscape - repairs and maintenance	107585
Brightview Landscape Services, Inc.	5279380	9/23/2022	10/8/2022	\$ 65.00	Irrigation Repairs	107803
Brightview Landscape Services, Inc.	8110966	9/28/2022	10/13/2022	\$ 3,800.00	Landscape - repairs and maintenance	107585
Brightview Landscape Services, Inc.	5263131	9/12/2022	9/27/2022	\$ 65.00	Irrigation Repairs	107803
CliftonLarsonAllen LLP	3408129	8/31/2022	8/31/2022	\$ 1,508.33	Accounting	107000
CliftonLarsonAllen LLP	3436186	9/30/2022	9/30/2022	\$ 1,231.91	Accounting	107000
Colorado Special District Property and Liability Pool	23WC-60767-0442	8/26/2022	10/11/2022	\$ 450.00	Insurance and bonds	107360
Critter Gitterz	2022 07339	9/24/2022	10/11/2022	\$ 300.00	Mosquito abatement	107589
Denver Water	10210 Sept. 2022	9/15/2022	10/6/2022	\$ 524.08	Utilities	107701
Denver Water	5503 Sept. 2022	9/14/2022	10/5/2022	\$ 1,210.78	Utilities	107701
Denver Water	5595 Sept. 2022	9/15/2022	10/6/2022	\$ 45.93	Utilities	107701
Denver Water	10324 Sept. 2022	9/14/2022	10/5/2022	\$ 1,258.57	Utilities	107701
Denver Water	4698 Sept. 2022	9/14/2022	10/5/2022	\$ 45.93	Utilities	107701
Denver Water	4699 Sept. 2022	9/14/2022	10/5/2022	\$ 45.93	Utilities	107701
Denver Water	4699 Florence Sept. 2022	9/14/2022	10/5/2022	\$ 45.93	Utilities	107701
McGeady Becher P.C.	460W 08/2022	8/31/2022	8/31/2022	\$ 2,712.00	Legal services	107460
RLI Surety	936329	10/10/2022	10/11/2022	\$ 250.00	Insurance and bonds	107360
Savatree	10995971	8/31/2022	8/31/2022	\$ 2,015.00	Tree Replacement	107802
Savatree	11179082	9/1/2022	9/1/2022	\$ 1,377.00	Landscape - water	107588
Savatree	1117907	6/27/2022	6/27/2022	\$ 1,377.00	Landscape - water	107588
Savatree	11140023	7/6/2022	7/6/2022	\$58,859.00	Tree Replacement	107802
Savatree	11179078	7/20/2022	7/20/2022	\$ 1,377.00	Landscape - water	107588
Special District Mgmt. Services Inc	Sep-22	9/30/2022	9/30/2022	\$ 2,102.80	District management	107440
Utility Notification Center of CO.	222091251	9/30/2022	9/30/2022	\$ 7.80	Locates	107584
Wastewater Management Division	01151-00-037-000 10/22	9/15/2022	10/11/2022	\$ 2,278.62	Storm drainage	107595
Wastewater Management Division	01154-02-005-000 10/22	9/15/2022	10/11/2022	\$ 11.91	Storm drainage	107595
Wastewater Management Division	01154-06-006-000 10/22	9/15/2022	10/11/2022	\$ 21.71	Storm drainage	107595
Wastewater Management Division	01154-04-004-000 10/22	9/15/2022	10/11/2022	\$ 17.22	Storm drainage	107595
Wastewater Management Division	01154-06-004-000 10/22	9/15/2022	10/11/2022	\$ 29.30	Storm drainage	107595
Wastewater Management Division	01151-00-036-000 10/22	9/15/2022	10/11/2022	\$ 3,444.15	Storm drainage	107595
Wastewater Management Division	1154-05-004-000 10/22	9/15/2022	10/11/2022	\$ 130.11	Storm drainage	107595
Wastewater Management Division	01151-00-035-000 10/22	9/15/2022	10/11/2022	\$ -	Storm drainage	107595
Wastewater Management Division	01154-05-003-000 10/22	9/15/2022	10/11/2022	\$ 46.98	Storm drainage	107595
Wastewater Management Division	01221-01-009-000 10/22	9/15/2022	10/11/2022	\$ 26.37	Storm drainage	107595
Wastewater Management Division	01154-05-005-000 10/22	9/15/2022	10/11/2022	\$ 59.36	Storm drainage	107595
Xcel Energy	797664250	9/26/2022	10/17/2022	\$ 189.41	Utilities	107701

\$98,127.09

**SBC Metropolitan District
October-22**

	General	Debt	Capital	Totals
Disbursements	\$ 94,760.53		\$ -	\$ 94,760.53
Denver Water	3,177.15			\$ 3,177.15
Xcel - Auto Pay	\$ 189.41	-	-	\$ 189.41
<hr/>				
Total Disbursements from Checking Acct	\$ 98,127.09	\$ -	\$ -	\$ 98,127.09
<hr/>				

CERTIFICATION OF VALUATION BY COUNTY ASSESSOR

Name of Jurisdiction SBC METROPOLITAN DISTRICT

New Entity? ☐ Yes ☒ No

IN Denver COUNTY, COLORADO on August 22, 2022

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

In accordance with 39-5-121(2)(a) and 39-5-128(1), C.R.S., and no later than August 25, the Assessor certifies the TOTAL VALUATION FOR ASSESSMENT for the taxable year 2022:

- | | | |
|---|-----|----------------------|
| 1. Previous year's NET TOTAL TAXABLE assessed valuation: | 1. | <u>\$8,075,974</u> |
| 2. Current year's GROSS TOTAL TAXABLE assessed valuation: | 2. | <u>\$121,114,140</u> |
| This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution. | | |
| 3. LESS TIF District Increment, If any: | 3. | <u>\$113,217,227</u> |
| 4. Current year's NET TOTAL TAXABLE assessed valuation: | 4. | <u>\$7,896,913</u> |
| 5. New Construction*: | 5. | <u>\$0</u> |
| New Construction is defined as: Taxable real property structures and the personal property connected with the structure. | | |
| 6. Increased production of producing mine*: | 6. | <u>\$0</u> |
| 7. Annexations/Inclusions: | 7. | <u>\$0</u> |
| 8. Previously exempt Federal property*: | 8. | <u>\$0</u> |
| 9. New primary oil or gas production from any producing oil and gas leasehold or land (29-1-301(1)(b), C.R.S.): | 9. | <u>\$0</u> |
| Jurisdiction must apply (Form DLG 52B) to the division of Local Government before the value can be treated as growth in the limit calculation. | | |
| 10. Taxes collected last year on omitted property as of August 1 (29-1-301(1)(a), C.R.S.): | 10. | <u>\$0</u> |
| 11. Taxes abated and refunded as of August 1 (29-1-301(1)(a), C.R.S. and (39-10-114(1)(a)(I)(B), C.R.S.): | 11. | <u>\$0</u> |
| *Jurisdiction must submit respective certifications (Form DLG 52 & 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation. | | |

USE FOR "TABOR LOCAL GROWTH" CALCULATIONS ONLY

In accordance with the provisions of Art. X, Sec. 20, Colo. Cons., and 39-5-121(2)(b), C.R.S., the Assessor certifies the TOTAL ACTUAL VALUATION for the taxable year 2022:

- | | | |
|--|-----|----------------------|
| 1. Current year's total actual value of ALL REAL PROPERTY: | 1. | <u>\$361,959,100</u> |
| This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property. | | |
| ADDITIONS to taxable real property | | |
| 2. Construction of taxable real property improvements: | 2. | <u>\$0</u> |
| Construction is defined as newly constructed taxable real property structures. | | |
| 3. Annexation/Inclusions: | 3. | <u>\$0</u> |
| 4. Increased mining production: | 4. | <u>\$0</u> |
| Includes production from new mines and increases in production of existing producing mines. | | |
| 5. Previously exempt property: | 5. | <u>\$0</u> |
| 6. Oil or gas production from a new well: | 6. | <u>\$0</u> |
| 7. Taxable real property omitted from the previous year's tax warrant: | 7. | <u>\$0</u> |
| If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property. | | |
| DELETIONS from taxable real property: | | |
| 8. Destruction of taxable real property improvements: | 8. | <u>\$0</u> |
| 9. Disconnections/Exclusions: | 9. | <u>\$0</u> |
| 10. Previously taxable property: | 10. | <u>\$0</u> |

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: | 1. | <u></u> |
|--|----|---------|

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** \$36,830

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

SBC METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR YEAR ENDING DECEMBER 31, 2023

**SBC METROPOLITAN DISTRICT
SUMMARY
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

10/11/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 9,600,782	\$ 9,858,177	\$ 9,925,636	\$ 9,925,636	\$ 10,511,013
REVENUES					
Property taxes	167,854	177,671	177,420	177,671	173,731
Specific ownership taxes	137,651	136,184	68,162	136,184	133,225
Net investment income	8,793	23,900	27,438	55,000	195,547
Property taxes remitted by DURA	2,347,379	2,546,026	2,536,638	2,546,026	2,490,779
Total revenues	2,661,677	2,883,781	2,809,658	2,914,881	2,993,282
Total funds available	12,262,459	12,741,958	12,735,294	12,840,517	13,504,295
EXPENDITURES					
General Fund	598,837	611,000	224,322	559,533	615,000
Debt Service Fund	1,737,986	2,769,000	496,230	1,769,971	1,800,000
Capital Projects Fund	-	1,015,000	-	-	1,495,569
Total expenditures	2,336,823	4,395,000	720,552	2,329,504	3,910,569
Total expenditures and transfers out requiring appropriation	2,336,823	4,395,000	720,552	2,329,504	3,910,569
ENDING FUND BALANCES	\$ 9,925,636	\$ 8,346,958	\$ 12,014,742	\$ 10,511,013	\$ 9,593,726
EMERGENCY RESERVE	25,400	27,700	26,900	28,100	29,800
DEBT SERVICE RESERVE - SERIES 2012	478,167	478,167	478,167	478,167	478,167
DEBT SERVICE RESERVE - SERIES 2016	870,625	870,625	870,625	870,625	870,625
CAPITAL PROJECTS RESERVE	450,000	450,000	450,000	450,000	450,000
TOTAL RESERVE	1,824,192	1,826,492	1,825,692	1,826,892	1,828,592

No assurance provided. See summary of significant assumptions.

**SBC METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

10/11/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
ASSESSED VALUATION					
Commercial	\$ 92,489,490	\$ 105,253,890	\$ 105,253,890	\$ 105,253,890	\$ 104,968,150
Personal property	21,974,770	18,550,520	18,550,520	18,550,520	16,145,990
	114,464,260	123,804,410	123,804,410	123,804,410	121,114,140
LESS TIF District Assessed Value	(106,834,874)	(115,728,436)	(115,728,436)	(115,728,436)	(113,217,227)
Certified Assessed Value	<u>\$ 7,629,386</u>	<u>\$ 8,075,974</u>	<u>\$ 8,075,974</u>	<u>\$ 8,075,974</u>	<u>\$ 7,896,913</u>
MILL LEVY					
General	7.000	7.000	7.000	7.000	7.000
Debt Service	15.000	15.000	15.000	15.000	15.000
Total mill levy	<u>22.000</u>	<u>22.000</u>	<u>22.000</u>	<u>22.000</u>	<u>22.000</u>
PROPERTY TAXES					
General	\$ 53,406	\$ 56,531	\$ 56,531	\$ 56,531	\$ 55,277
Debt Service	114,441	121,140	121,140	121,140	118,454
Adjustments to actual/rounding	7	-	(251)	-	-
Budgeted property taxes	<u>\$ 167,854</u>	<u>\$ 177,671</u>	<u>\$ 177,420</u>	<u>\$ 177,671</u>	<u>\$ 173,731</u>
ASSESSED VALUATION - Due on Increment					
TIF District Increment	\$ 106,834,874	\$ 115,728,436	\$ 115,728,436	\$ 115,728,436	\$ 113,217,227
Certified Assessed Value	<u>\$ 106,834,874</u>	<u>\$ 115,728,436</u>	<u>\$ 115,728,436</u>	<u>\$ 115,728,436</u>	<u>\$ 113,217,227</u>
MILL LEVY					
General	7.000	7.000	7.000	7.000	7.000
Debt Service	15.000	15.000	15.000	15.000	15.000
Total mill levy	<u>22.000</u>	<u>22.000</u>	<u>22.000</u>	<u>22.000</u>	<u>22.000</u>
PROPERTY TAXES					
General	\$ 747,844	\$ 810,099	\$ 810,099	\$ 810,099	\$ 792,521
Debt Service	1,602,524	1,735,927	1,735,927	1,735,927	1,698,258
Levied property taxes	2,350,368	2,546,026	2,546,026	2,546,026	2,490,779
Adjustments to actual/rounding	2,988	-	(9,388)	-	-
Budgeted property taxes	<u>\$ 2,353,356</u>	<u>\$ 2,546,026</u>	<u>\$ 2,536,638</u>	<u>\$ 2,546,026</u>	<u>\$ 2,490,779</u>
BUDGETED PROPERTY TAXES					
General	\$ 801,250	\$ 866,630	\$ 863,563	\$ 866,630	\$ 847,798
Debt Service	1,716,964	1,857,066	1,850,494	1,857,066	1,816,711
	<u>\$ 2,518,214</u>	<u>\$ 2,723,696</u>	<u>\$ 2,714,057</u>	<u>\$ 2,723,696</u>	<u>\$ 2,664,509</u>

No assurance provided. See summary of significant assumptions.

**SBC METROPOLITAN DISTRICT
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

10/11/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 4,496,045	\$ 4,689,128	\$ 4,742,531	\$ 4,742,531	\$ 5,118,459
REVENUES					
Property taxes	53,408	56,531	56,451	56,531	55,277
Specific ownership taxes	43,798	43,331	21,688	43,331	42,390
Net investment income	3,324	12,000	12,699	25,500	101,547
Property taxes remitted by DURA	744,793	810,099	803,158	810,099	792,521
Total revenues	845,323	921,961	893,996	935,461	991,735
Total funds available	5,341,368	5,611,089	5,636,527	5,677,992	6,110,194
EXPENDITURES					
General and administrative					
Accounting	27,510	28,800	10,650	22,000	26,000
Audit	4,300	4,725	-	4,300	4,900
County Treasurer's fee	7,982	8,666	8,611	8,666	8,478
Director fees	-	1,600	-	-	-
Dues and licenses	698	1,350	709	709	800
Insurance and bonds	6,836	15,000	17,755	17,755	18,000
District management	39,362	45,000	18,492	33,000	36,000
Legal services	7,952	11,000	7,556	21,000	23,000
Miscellaneous	12,610	3,000	3,405	6,000	6,000
Payroll taxes	-	120	-	-	-
Election	-	3,000	1,341	1,341	3,000
Contingency	-	3,739	-	-	14,822
Operations and maintenance					
City of Denver maintenance fee	3,000	3,000	3,000	3,000	3,000
Locates	2,003	6,000	1,443	6,000	3,000
Landscape - repairs and maintenance	36,880	50,000	7,262	40,000	50,000
Landscape - contract	110,203	108,000	59,779	110,000	118,000
Landscape - floral	3,580	5,000	9,262	9,262	10,000
Landscape - water	16,120	10,000	2,470	6,000	8,000
Mosquito abatement	900	3,000	1,445	3,000	3,000
Snowplowing and sweeping	5,040	10,000	6,244	13,000	15,000
Storm drainage	16,816	10,000	6,266	12,500	14,000
Utilities	43,046	30,000	5,725	32,000	35,000
Tree Replacement	213,304	100,000	38,175	60,000	100,000
Irrigation Repairs	31,371	30,000	14,732	30,000	35,000
Detention Pond Maintenance	744	120,000	-	120,000	80,000
Security	8,580	-	-	-	-
Total expenditures	598,837	611,000	224,322	559,533	615,000
Total expenditures and transfers out requiring appropriation	598,837	611,000	224,322	559,533	615,000
ENDING FUND BALANCES	\$ 4,742,531	\$ 5,000,089	\$ 5,412,205	\$ 5,118,459	\$ 5,495,194
EMERGENCY RESERVE	\$ 25,400	\$ 27,700	\$ 26,900	\$ 28,100	\$ 29,800
TOTAL RESERVE	\$ 25,400	\$ 27,700	\$ 26,900	\$ 28,100	\$ 29,800

No assurance provided. See summary of significant assumptions.

**SBC METROPOLITAN DISTRICT
DEBT SERVICE FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

10/11/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 3,645,882	\$ 3,709,194	\$ 3,723,536	\$ 3,723,536	\$ 3,925,985
REVENUES					
Property taxes	114,446	121,140	120,969	121,140	118,454
Specific ownership taxes	93,853	92,853	46,474	92,853	90,836
Net investment income	4,755	9,500	11,268	22,500	65,000
Property taxes remitted by DURA	1,602,586	1,735,927	1,733,480	1,735,927	1,698,258
Total revenues	1,815,640	1,959,420	1,912,191	1,972,420	1,972,548
Total funds available	5,461,522	5,668,614	5,635,727	5,695,956	5,898,533
EXPENDITURES					
General and administrative					
County Treasurer's fee	17,186	18,571	18,555	18,571	18,167
Contingency	-	5,029	-	-	27,233
Debt Service					
Bond interest - Series 2012	195,200	195,200	97,600	195,200	195,200
Bond interest - Series 2016	789,550	760,150	380,075	760,150	728,350
Bond principal - Series 2016	735,000	795,000	-	795,000	830,000
Paying agent fees	1,050	1,050	-	1,050	1,050
Total expenditures	1,737,986	1,775,000	496,230	1,769,971	1,800,000
Total expenditures and transfers out requiring appropriation	1,737,986	1,775,000	496,230	1,769,971	1,800,000
ENDING FUND BALANCES	\$ 3,723,536	\$ 3,893,614	\$ 5,139,497	\$ 3,925,985	\$ 4,098,532
DEBT SERVICE RESERVE - SERIES 2012	\$ 478,167	\$ 478,167	\$ 478,167	\$ 478,167	\$ 478,167
DEBT SERVICE RESERVE - SERIES 2016	870,625	870,625	870,625	870,625	870,625
TOTAL RESERVE	\$ 1,348,792	\$ 1,348,792	\$ 1,348,792	\$ 1,348,792	\$ 1,348,792

No assurance provided. See summary of significant assumptions.

**SBC METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

10/11/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 1,458,855	\$ 1,459,855	\$ 1,459,569	\$ 1,459,569	\$ 1,466,569
REVENUES					
Net Investment Income	714	2,400	3,471	7,000	29,000
Total revenues	714	2,400	3,471	7,000	29,000
Total funds available	1,459,569	1,462,255	1,463,040	1,466,569	1,495,569
Capital Projects					
Capital outlay	-	1,000,000	-	-	1,495,569
Total expenditures	-	1,000,000	-	-	1,495,569
Total expenditures and transfers out requiring appropriation	-	1,000,000	-	-	1,495,569
ENDING FUND BALANCES	\$ 1,459,569	\$ 462,255	\$ 1,463,040	\$ 1,466,569	\$ -
CAPITAL PROJECTS RESERVE	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000
TOTAL RESERVE	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000

No assurance provided. See summary of significant assumptions.

**SBC METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

In accordance with its Amended and Restated Service Plan approved by the City and County of Denver City Council on March 27, 2007, as modified on August 1, 2011, the District was established to provide for the design, construction, installation, financing and acquisition of certain street, traffic and safety controls, water, sanitation, park and recreation improvements and mosquito control.

The District was formed on May 26, 1998. The election approved an increase in taxes of \$1,000,000 annually for general operations and maintenance; general obligation indebtedness of \$12,840,000 for streets; \$1,653,000 for safety controls; \$2,058,000 for water facilities; \$9,060,000 for sewer and storm drainage facilities; and \$4,389,000 for parks (for a total debt authorization of \$30,000,000); and \$30,000,000 for refunding debt at higher interest rates. The voters also approved the District's ability to annually collect and retain \$1,000,000 of revenue from fees or charges and interest thereon. In addition, on November 1, 2005, a majority of the qualified electors of the District authorized the issuance of indebtedness in an amount not to exceed \$50,000,000. This includes an additional \$10,000,000 each for streets, safety controls, water facilities, sewer and storm drainage facilities, and parks. Also, the electors authorized the refunding of up to \$50,000,000 in general obligation bonds at a higher interest rate. During 2005, the District utilized \$22,785,000 of the \$50,000,000 of refunding authorization.

During 2000 the District negotiated a Cooperation Agreement with the Denver Urban Renewal Development Authority (DURA) to reimburse the District for taxes diverted to DURA as a result of tax incremental financing within the Stapleton Urban Redevelopment Plan which overlays property within the District.

Per the Service Plan, the District is limited to issuing \$23,600,000 in debt. However, on March 27, 2007, an amendment to the Service Plan of the District was approved by the City and County of Denver. The purpose of amending the Service Plan is to allow the District to issue additional General Obligation Bonds for improvements to be completed on land that will be included into the District. Per the amended Service Plan, the maximum amount of General Obligation Bonds the District may issue shall be increased by \$182,000 per acre for each acre of land within the future inclusion area that is included into the District.

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

**SBC METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Pursuant to the District's 2016 and 2012 Bond Documents, the District may levy, without limitation, an amount necessary to meet their annual debt service requirements against all taxable property within the District.

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

The calculation of the taxes levied is displayed on the Property Tax Summary page of the Budget using the adopted mill levy imposed by the District. The taxes include those subject to the DURA Cooperation Agreement as displayed.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The forecast assumes that the District's share will be equal to approximately 5% of the property taxes collected by the General Fund and Debt Service Fund. The estimate also includes property taxes under the DURA Cooperation Agreement.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of 2.00%.

**SBC METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Administrative and Operation Expenditures

Administrative expenditures include the services necessary to maintain the District's administrative viability such as accounting and audit, insurance, legal and management expenses. Operation expenditures include the street, sidewalk and landscaping maintenance. These expenditures are based on estimates of the District's Board of Directors and consultants.

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2012 General Obligation Bonds and the Series 2016 General Obligation Refunding and Improvement Bonds.

Capital Outlay

The District's capital expenditures are shown on the Capital Projects Fund page of the Budget.

Debt and Leases

On December 19, 2012, the District issued \$4,880,000 General Obligation Bonds, Series 2012, with an interest rate of 4.0%, consisting of term bonds due December 1, 2037. Such term bonds are subject to mandatory sinking fund redemption.

The 2012 Bonds are secured by and are payable from all taxable property in the District which is subject to an ad valorem property tax. Additionally, the 2012 bonds are secured by funds in the 2012 Reserve account as well as the Mill Levy Stabilization account.

On October 27, 2016 the District issued \$19,225,000 General Obligation Refunding and Improvements Bonds, Series 2016, with an interest rate varying from 3.0%-5.0%. Such bonds are subject to redemption prior to maturity at the option of the District and are also subject to mandatory sinking fund redemption.

The 2016 Bonds are secured by and are payable from all taxable property in the District which is subject to an ad valorem property tax. Additionally, the 2016 bonds are secured by funds in the 2016 Reserve account as well as the Mill Levy Stabilization account.

The District has no operating or capital leases.

**SBC METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserve Funds

Debt Service Reserve

The District is required to maintain an initial debt service reserve of \$478,167 for the Series 2012 Bonds as well as a reserve of \$870,625 for the Series 2016 Bonds.

Emergency Reserve

The District has provided for an Emergency Reserve equal to at least 3% of the fiscal year spending as defined under TABOR.

This information is an integral part of the accompanying forecasted budget.

\$19,225,000			
General Obligation Refunding and Improvement Bonds			
Series 2016, Dated October 27, 2016			
Interest Rate Varying from 3.00% - 5.00%			
Interest Payable June 1 and December 1,			
Principal Due December 1			
Year Ended December 31,	Principal	Interest	Total
2023	\$ 830,000	\$ 728,350	\$ 1,558,350
2024	895,000	695,150	1,590,150
2025	920,000	674,250	1,594,250
2026	1,000,000	628,250	1,628,250
2027	1,050,000	578,250	1,628,250
2028	1,140,000	525,750	1,665,750
2029	1,195,000	468,750	1,663,750
2030	1,295,000	409,000	1,704,000
2031	1,360,000	344,250	1,704,250
2032	1,465,000	276,250	1,741,250
2033	1,535,000	203,000	1,738,000
2034	2,525,000	126,250	2,651,250
2035	-	-	-
2036	-	-	-
2037	-	-	-
Total	<u>\$ 15,210,000</u>	<u>\$ 5,657,500</u>	<u>\$ 20,867,500</u>

No assurance provided. See summary of significant assumptions.

\$4,880,000			
General Obligation Bonds			
Series 2012, Dated December 19, 2012			
Interest Rate of 4.00%			
Interest Payable June 1 and December 1,			
Principal Due December 1			
Year Ended December 31,	Principal	Interest	Total
2023	\$ -	\$ 195,200	\$ 195,200
2024	-	195,200	195,200
2025	-	195,200	195,200
2026	-	195,200	195,200
2027	-	195,200	195,200
2028	-	195,200	195,200
2029	-	195,200	195,200
2030	-	195,200	195,200
2031	-	195,200	195,200
2032	-	195,200	195,200
2033	-	195,200	195,200
2034	-	195,200	195,200
2035	1,390,000	195,200	1,585,200
2036	1,475,000	139,600	1,614,600
2037	2,015,000	80,600	2,095,600
Total	<u>\$ 4,880,000</u>	<u>\$ 2,757,800</u>	<u>\$ 7,637,800</u>

No assurance provided. See summary of significant assumptions.

RESOLUTION NO. 2022 – 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SBC METROPOLITAN DISTRICT
TO ADOPT THE 2023 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the SBC Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2023 budget to the Board at the proper time; and

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

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 8, 2022, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the SBC Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the SBC Metropolitan District for the 2023 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

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

ADOPTED this 8TH day of NOVEMBER, 2022.

Secretary

(SEAL)

EXHIBIT A
(Budget)

I, Ann Finn, hereby certify that I am the duly appointed Secretary of the SBC Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2023, duly adopted at a meeting of the Board of Directors of the SBC Metropolitan District held on November 8, 2022.

By: _____
Secretary

RESOLUTION NO. 2022 - 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SBC METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the SBC Metropolitan District (“District”) has adopted the 2023 annual budget in accordance with the Local Government Budget Law on November 8, 2022; and

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

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

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 SBC Metropolitan District:

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

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

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of City and County of Denver, 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 8th day of November, 2022.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)



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

Special Districts Preparation SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and SBC METROPOLITAN DISTRICT (“you” and “your”). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

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

Ongoing normal accounting services:

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

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

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

Compilation services

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

Preparation services – financial statements

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

Preparation services – annual

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

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

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

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

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

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

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

Engagement objectives and our responsibilities

The objectives of our engagement are to:

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

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any

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

Our report

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

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

No assurance statements

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

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

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

Management responsibilities

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

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

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

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

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

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

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

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

Fees, time estimates, and terms

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

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

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

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

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

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

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

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

Municipal advisors

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in black ink that reads "Jason Carroll". The signature is written in a cursive, flowing style.

Jason Carroll, CPA
Principal
Jason.Carroll@CLAconnect.com

APPROVED:

Signature

Title

Date

RESOLUTION NO. 2022-11-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
SBC METROPOLITAN DISTRICT
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 2, 2023**

A. The term of the office to which Director Katie Kier has previously been appointed expires upon her re-election, or the election of her successor at the Election, and upon such successor taking office.

B. Four (4) vacancies currently exist 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 two (2) Directors to serve until the next regular election, to occur May 6, 2025, and two (2) Directors to serve until the second regular election, to occur May 4, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the SBC Metropolitan District (the “**District**”) of the City and County of Denver, Colorado:

1. Date and Time of Election. The Election shall be held on May 2, 2023, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, two (2) Directors shall be elected to serve until the next regular election, to occur May 6, 2025, and two (2) Directors shall be elected to serve until the second regular election, to occur May 4, 2027.

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

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

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

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

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with Ann E. Finn, the Designated Election Official of the District, c/o Special District Management Solutions, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, (303) 987-0835, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 25, 2023).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from Ann E. Finn, the Designated Election Official for the District, c/o Special District Management Solutions, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 (303) 987-0835 and on the District's website: <https://sbcmd.colorado.gov/>.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 2, 2023]**

RESOLUTION APPROVED AND ADOPTED on November 11, 2022.

SBC METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

Shawna Stevens

From: Paul Lorenz <Paul.Lorenz@brightview.com>
Sent: Wednesday, September 21, 2022 9:41 AM
To: Ann Finn
Subject: Heaved sidewalk

Good morning Ann

Out at Stapleton, the east sidewalk of building 4505 E Florence is heaved.

Not sure if you have a concrete contractor that you work with that can repair this?

I would have to sub this out and such a small area would be pretty costly.









Paul Lorenz
Account Manager
BrightView Landscape Services
[12570 E. 39th Ave](#)
[Denver, CO 80239](#)

T. [303.288.2701](#)
C. [303.994.8977](#)
T: [303.472.6812](#) Emergency On Call

Paul.Lorenz@brightview.com

November 3, 2022

IDES

Attn: Tanna Bosivert

1626 Cole Street

Suite #125

Lakewood CO, 80401

RE: Detention Pond Maintenance – Stapleton Business Center

Tanna,

Thank you for the opportunity to submit a price for detention pond maintenance on your above referenced project. Please see below our pricing along with qualifications used in the pricing.

Pricing is as follows:

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
1	Detention Pond and Drainage Swale #1	1	EA	\$2,645.00	\$2,645.00
2	Detention Pond #2	1	EA	\$5,387.75	\$5,387.75
3	Detention Pond #3, 4, 5	1	EA	\$6,336.00	\$6,336.00
4	Detention Pond #6	1	EA	\$2,575.00	\$2,575.00
5	Detention Pond #7	1	EA	\$3,783.50	\$3,783.50
6	Detention Pond #8	1	EA	\$6,169.75	\$6,169.75
7	Detention Pond #9	1	EA	\$9,821.00	\$9,821.00
8	Detention Pond #11	1	EA	\$4,830.00	\$4,830.00
9	Mobilization	1	EA	\$1,800.00	\$1,800.00
				Bid Total	\$43,348.00

Qualifications:

- No Grates or screens are being replaced.
- All pricing is based on Maintenance Recommendations as prepared by Stormwater Asset Protection, LLC dated 11/1/2021.
- Survey by others.
- No Seeding of any kind is included.
- No soil amendment is included ie compost or fertilizer.
- No rock picking or removal of buried rip rap is included.
- Watering for growth of seeding is not included unless listed above.
- Not responsible for damage to work caused by others.
- Schedule is subject to delivery and installation on a mutually agreed to schedule.
- Only one mobilization for work is included, it is assumed all the work can be done at one time.
- Contract terms shall be mutually agreeable.
- Prevailing wages are not included.
- Price does not include any permits of any kind unless noted above.
- Price does not include a payment and performance bond.
- Pricing includes sales tax.

I hope this meets your expectations and look forward to working with you.

Thank You,

Eric M. Ricke

Owner

720-272-8190

EMR Enterprises, LLC

PO Box 338, Bennett CO 80102



AK 4509816

Stapleton Business Center metro district

Attn Ann Finn

afinn@sdmsi.com

RE 2023 Tree care proposal

Hello Ann, the trees on this site look good overall. This year I will be adding a soil injection for the red oaks to control Kermes scale. This insect is prevalent every where in the metro area. There is a moderate amount in the red oaks now, I want to start treating them before it takes off.

I am including pruning of the maples and the oaks in the proposal to start doing maintenance pruning every year. This will help avoid a large/expensive cost for all the trees. In terms of planting trees, the tree lawn areas have some room for more trees but given the amount of large trucks parking there I don't know if you want to plant anymore.

I do think the first island from the east on 47th could use more trees since that is the first impression people have. We can discuss this in the spring.

Lastly, we have had price increases on some services as our overhead has run amok for just about everything that we need to operate.

Plant health care recommendations

Inject soil around 97 ash trees to control Emerald ash borer = 3,880.00

Inject soil around 47 Red oak trees to control Kermes scale = 2,895.00

Inspect all trees and treat as needed to control foliar insects and mites

Mid-season visit = 2,135.00

Mid/late season visit = 2,135.00 (this visit will control 2nd generation of Japanese beetles)



David Entwistle
8585 E Warren Ave
Denver, Co 80231
Phone: (303)-210-9926
Email: dentwistle@savatree.com

Deep root fertilize with Kelp all established trees = 5,210.00

Inject soil around 157 newly planted trees with mycorrhizae and Kelp to help form fibrous roots = 1,610.00

Plant health care total = \$17,865.00

General tree care proposal

Natural prune the following trees to include pruning out deadwood 1" in diameter and larger, thin crowns 10-15% and perform reduction cuts of up to 4" in diameter to reduce weight on lateral limbs and to restore trees to a shape typical of the species.

38 Red oaks = 12,970.00

52 Autumn blaze maple trees = 13,780.00

Cut to low stumps the following trees;

6 dead and declining locust trees

1 declining cottonwood

1 dead linden

1,495.00

Grind and clean stumps = 910.00

General tree care total = \$29,155.00

Respectfully submitted

David Entwistle

Certified arborist #RM-0445

Prepared By:
David Entwistle

Authorization

I authorize the work described above and agree to the terms and conditions that follow.

Authorized By:_____ Date:_____

TERMS AND CONDITIONS

Thank you for choosing SavATree! The following terms and conditions, together with the terms, prices, and specifications outlined on your estimate, proposal, and/or services agreement and Plant Health Care and/or Lawn Care Datasheet ("Datasheet"), if applicable for your state, constitute your entire agreement with SavATree, LLC d/b/a SavATree, SavaLawn, Swingle Lawn, Tree and Landscape Care, Mountain High Tree Service, Thrive, 404-CUT-TREE, Mike's Tree Surgeons, Integrity Tree Service, DeerTech, Clear Cut Tree, Red Cedar Arborists and Landscapers, Greenhaven Tree Care, Pauley Tree and Lawn Care, Vine and Branch, Wasatch Arborists, Ping's Tree Service, Arbor Experts, Downey Trees, Jordan's Tree Moving and Maintenance, Treecology, Big Twigs Arboricultural Services, Kaiser Tree Preservation, Glynn Tree Experts, Branches Tree Experts, TREE-TECH, Preservation Tree Services and Giroud Tree and Lawn (collectively referred to as "SavATree") ("Agreement").

PERFORMANCE

Our Plant Health Care and Lawn programs are designed to manage and not eradicate weeds, insects, mites, disease and deer browsing. Horticulturally tolerable levels of insects, mites, disease and deer browse may still be present after treatments. Epidemic infestations may require additional visits at additional cost to you, pending your approval.

Each time we are on your property, an evaluation card will be left or emailed indicating the service(s) performed and, if necessary, any additional recommendations and precautions to be observed. Remeasurement of your lawn, trees or shrubs may also be done if there is a discrepancy between the original estimate and the actual square footage or product(s) required. You will be notified of any price adjustments for future services.

Work crews will arrive at the job site unannounced unless otherwise noted herein. The Datasheet provides approximate and alternate dates of our service. SavATree shall not be liable for damage or losses due to delays for weather or causes beyond our control, or for failure to observe precaution notices. By accepting this Agreement and engaging our services, you accept that every day during the Agreement's term is a day on which applications may be applied, and you are continuously on notice that SavATree will perform applications on any day during the term of this Agreement if any other day becomes unnecessary or infeasible for performance (due to weather, scheduling conflicts, or weed, insect, mite and disease cycles) in which case you waive SavATree's performance on such a day. Absent extraordinary circumstances, you request that SavATree not further contact you concerning dates of application as such further contact would be a burden to you.

You understand that, in connection with rendering our services to you, SavATree may be required to bring trucks and other heavy equipment onto your driveway and other parts of your property. SavATree operates under the assumption that any and all parts of your property onto which we must bring such equipment can sustain the presence, weight, and movement of that equipment, and you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage or degradation to any part of your property that results from the presence on it of such equipment.

You understand that certain work that SavATree will render for you, such as dismantling large trees, will likely have a visible impact on your lawn and other parts of your property (e.g., divots, holes, sawdust, etc.). While we will do our best to minimize, mitigate, and repair any such impact, you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any such impact on your property.

You understand that after removal of stumps/roots that some shrubs/trees will continue to produce sprouts that may require multiple treatments, at additional cost to you, for control and that these treatments may result in damage to nearby plants/shrubs/trees and that you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage to nearby plants/shrubs/trees.

The following provision applies to New York and Minnesota clients only: The term of this Agreement shall be for twenty years from the date it is signed by you; however this Agreement may be terminated without penalty at any time by either party. Minnesota clients are required to cancel this Agreement upon sale of property serviced with this Agreement.

WORKMANSHIP

All work is performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Our work meets and exceeds the guidelines and standards set forth by ANSI (the American National Standards Institute) A300. As part of the Arbor Patrol Program, we may perform some minor deep root watering, minor fertilization and/or minor pruning of insect infested or diseased limbs. Any additional major work to be performed will be evaluated during a follow-up site inspection by an arborist who will submit an estimate, proposal, and/or services agreement for client approval. You are responsible for advising SavATree regarding the location of underground utilities in the area where work is to be done. SavATree shall not be responsible for damage to such utilities, unless the location has been indicated prior to the commencement of work. Recommendations are intended to minimize or reduce hazardous conditions associated with trees. The owner or owner's representative is responsible for the annual scheduling of the required inspection of supplemental support systems. You have a duty to inspect your property within fifteen (15) calendar days of service and provide written notice within that time of alleged damage of any nature. If written notice is not provided within that time, you agree that any claims alleging damage of any nature and/or rights to withhold future payments under this Agreement are waived. No Warranties Except as expressly set forth in this agreement, no representations, warranties, or guarantees, express or implied, are intended with regard to products used or services performed. Limit of Liability SavATree's total liability for any losses, damages, and expenses of any type whatsoever incurred by you or any of your guests, tenants, or invitees in connection with or resulting from SavATree's services under this Agreement ("Losses"), which are caused by wrongful acts or omissions of SavATree, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to SavATree hereunder. In no event will SavATree be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to SavATree in advance or could have reasonably been foreseen by SavATree.

INSURANCE

SavATree is insured for liability resulting from injury to persons or negligent damage to property, and all its employees are covered by Workers' Compensation Insurance. A certificate of insurance is available upon request.

OWNERSHIP

By accepting this Agreement and engaging our services, you warrant that all trees, plant material and property on which work is to be performed are either owned by you or that permission for the work has been obtained from the owner by you. It is further agreed that the property owner or representative shall be responsible for obtaining any and all permits which may be required by local authorities. You hereby hold SavATree harmless from all claims for damages resulting from your failure to obtain such permits.

TERMS OF PAYMENT

The total cost estimates within this Agreement are valid for 60 days unless otherwise noted. All invoices are payable upon receipt. A deposit of 50% may be required prior to the commencement of General Tree Care work. A finance charge at the maximum rate allowed under applicable state law will be added to invoices after 30 days. Your next treatment may not be performed if your account is past due. Past due balances void any guarantees. If outside assistance is used to collect the account, you are responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of this Agreement per your local and state tax jurisdiction. Should any terms of this Agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof. The following provision applies to New York clients only: By accepting this Agreement and engaging our services, you accept that the annual program total cost shall increase on January 1st of each year of this Agreement by the annual increase in the CPI (CPI-U) published on www.bls.gov for twelve months ending September 30 unless otherwise agreed, with a minimum annual increase of 1%. Further, you hereby acknowledge that you have received notice of and understand the total cost of SavATree's services.

CONCEALED CONTINGENCIES

You agree to pay SavATree on a time and materials basis for any additional work required to complete the job occasioned by concrete or other foreign matter; stinging insect nests in the tree, trees, or branches; rock, pipe, or underground utilities encountered in excavations; and work not described within this Agreement, or any other condition not apparent in estimating the work specified.

STATE NOTIFICATION REQUIREMENTS

Certain states require that specific product information be submitted to you. Part of this agreement is our Datasheet, which provides such information. The Datasheet can be found at www.savatree.com/ds/index.html. Massachusetts clients should see the Consumer Information Bulletin at www.savatree.com/ds/macnsminfo. You have the right to receive specific date pre-notification for certain applications in certain states. Your written authorization on the Authorization Page of this estimate, proposal, and/or services agreement waives any pre-notification requirement unless noted otherwise. In New York State: The property owner or owner's agent may request the specific date or dates of the application(s) to be provided and, if so requested, the pesticide applicator or business must inform of the specific dates and include that date or dates in the contract. Wisconsin clients hereby consent to receiving electronic pre-notification of materials to be used on their property via the Datasheet link listed above.

CUSTOMER REFERRAL PROGRAM

Word of mouth is our best advertising. When you are satisfied with our services, please tell a friend. Each time you refer a new customer to us who meets with an arborist, we will send you a thank you gift.

OUR UNCONDITIONAL GUARANTEE

Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right. Rev. 9-3-2021 aso-pdf

**SERVICE AGREEMENT FOR
2022/2023 SNOW REMOVAL SERVICES**

THIS **SERVICE AGREEMENT FOR 2022/2023 SNOW REMOVAL SERVICES** (“**Agreement**”) is entered into and effective as of the _____ day of _____, 20____, by and between **SBC METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **ROCKY MOUNTAIN PARKING LOT SERVICES, INC.**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

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

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

II. COMPENSATION

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

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on 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 M/WBE and Prevailing Wage Compliance.

(a) Small or Disadvantaged Business Enterprises (“**M/WBE**”). To the extent applicable to this Agreement, Consultant shall comply with the City of Denver’s then-current ordinances relating to: (a) minority and women business enterprise participation as currently set forth in Division 1 and Division 3 of Article III, Title 28 of the Denver Revised Municipal Code (“**DRMC**”), as the same may be amended or recodified from time to time; (b) small business enterprise participation as currently set forth in Sections 28-201 to 28-231 of the DRMC, as the same may be amended or recodified from time to time; and (c) any small or disadvantaged business enterprise ordinances that may subsequently be adopted by the City Council with respect to construction work that is not under contract at the time of adoption of such ordinance.

(b) Prevailing Wages. Consultant hereby confirms that in its performance under this Agreement, it shall comply with the wage provisions of the City of Denver’s current ordinances applicable to City contracts relating to the payment of prevailing wages for any District contracts relating to the acquisition or construction, operation or maintenance of the Improvements, unless such contract is required to comply with Davis-Bacon or other federal wage requirements. Work performed under any contract that is required to comply with the Davis-Bacon Act or other federal wage requirements is exempt from the City’s prevailing wage requirements.

(c) If there is any event of non-compliance with the M/WBE and/or prevailing wage requirements by Consultant, the District shall, following written notification of non-compliance from the City Auditor, withhold payments due to Consultant under this Agreement until such violation is resolved. Any failure on the part of Consultant to comply with the M/WBE and/or prevailing wage requirements constitutes a default under this Agreement, which default shall be subject to the provision of Section 5.10 below.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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 City and County of Denver, Colorado.

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

5.8 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.

5.9 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 Federal Express 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: SBC Metropolitan District
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228
Phone: (303) 987-0835
Email: afinn@sdmsi.com
Attn: Ann Finn

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

To Consultant: Rocky Mountain Parking Lot Services, Inc.
10890 E. 47th Avenue
Denver, CO 80239
Phone: (303) 576-9050
Email: mail@parkinglotservices.com
Attn: Leigh Taylor

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of facsimile 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.

5.10 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.

5.11 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.

5.12 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.

5.13 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.

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

5.15 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.

5.16 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:

**ROCKY MOUNTAIN PARKING LOT
SERVICES, INC.**

By: _____

Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____ of Rocky Mountain Parking Lot Services, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:

SBC METROPOLITAN DISTRICT

By: Keiffer Garton

President

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 24th day of October, 2022, by Keiffer Garton, as President of Park 70 Metropolitan District.

Witness my hand and official seal.

My commission expires: 6/15/2023

**GRACIELA COMPEAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034007003
COMMISSION EXPIRES 06/05/2023**

Graciela Compean
Notary Public

EXHIBIT A

SCOPE OF SERVICES

General Requirements:

1. The Consultant shall furnish all labor, materials, and equipment to perform the maintenance operations in accordance with the requirements herein specified.
2. Complete coordination between the Consultant and the District is required.
3. Employees of the Consultant shall at all times conduct themselves in a workman like manner.
4. The Consultant shall be available for emergencies which may arise.

Snow Removal:

1. The Consultant or its agent shall plow all surfaces outlined by this agreement in **Exhibit A-1**. This agreement does not provide for physical removal or hauling of plowed snow from the site.
2. The Consultant or its agents shall provide the snow removal services as outlined in **Exhibit B** to the District with an accumulation of 1 inch. Services shall be performed before 7:00 AM unless accumulations occur at such times as to not allow access before 7:00 AM.
3. The Consultant or its agent shall plow only those areas available and open for the safe operation of snow removal equipment.

EXHIBIT A-1
SNOW REMOVAL LOCATIONS IN THE DISTRICT

Streets:

E. 54th Ave. (between Havana and Dallas Street)

Sidewalks:

Havana (between 56th Ave. and E. 45th Ave.)

E 47th Ave. (between Havana and Dallas Street)

Dallas Street (between E. 54th St and E 56th Ave.)

EXHIBIT B COMPENSATION

Snow Removal Services and Rates:

- Snow Plowing: \$145.00 per hour
- ATV Sidewalk Snow Removal: \$150.00 per hour
- Small Tractor with Blade per hour (skidsteer) \$150.00 per hour
- Heavy Equipment Usage: \$325.00 per hour

There will be a one-hour minimum charge assessed for any service performed and one unit for items not on an hourly basis. Any additional services requested by the contracting company shall be done on a time-materials basis or by bid.

Amounts due and payable to the Consultant shall be billed by snowstorm reflecting the services rendered as determined by the Consultant. Payments are payable within 30 days. Delinquent payments are subject to a 2% late charge.

EXHIBIT C
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:	APPROVED:
By:	By:
District	Consultant

Proposal for Extra Work at Stapleton Business Center Metr

Property Name	Stapleton Business Center Metr	Contact	Ann Finn
Property Address	E 47th Ave and Havana St Denver, CO 80602	To	Stapleton Business Center Metro District
		Billing Address	c/o SDMSI 141 Union Ave Ste 150 Lakewood, CO 80228
Project Name	Stapleton Metro-Native weed application		
Project Description	Native weed applications		

Scope of Work

Treat the weeds in the native areas to gain better stance of native grass.

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	South side of private drive.	\$950.00	\$950.00
1.00	LUMP SUM	Tree lawn along 56th Ave from Dallas to Havana	\$950.00	\$950.00
2.00	LUMP SUM	Two native areas on the west side of Havana from street to the drainage area.	\$950.00	\$1,900.00

For internal use only

SO# 7927192
JOB# 400600445
Service Line 130

Total Price \$3,800.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
12570 E. 39th Ave, Denver, CO 80239 ph. (303) 288-2701 fax (303) 288-2715

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Customer and its agents and employees from and against any third-party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
10. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature _____ Title **Director**

Ann Finn _____ **September 16, 2022**
Printed Name Date

BrightView Landscape Services, Inc. "Contractor"

Signature _____ Title **Account Manager Exterior**

Paul Lorenz _____ **September 16, 2022**
Printed Name Date

Job #: 400600445

SO #: 7927192

Proposed Price: \$3,800.00

DIVERSIFIED UNDERGROUND INC.

August 1, 2022

2nd Notice of Rate Increase

Dear Valued Customer,

In the past few years, Diversified Underground has seen ever-increasing costs for supplies, fuel, etc. that has affected the cost of providing service to our customers.

Diversified Underground has always operated under the idea that we will provide top quality level service at a very competitive price. In staying true to that, we have not increased the cost of our service even though the cost of supplies & labor has dramatically changed over the last few years.

As we continue to improve our service, operations, and support to our customers, we must also manage the industry wide cost increases on raw material, labor, insurance, and fuel.

Starting August 1st, 2022, we will be increasing our rates by 20% to cover our costs of service.

We understand that a price increase is not convenient, and we want to thank you for understanding that it is necessary for us to maintain the services we provide. We continue to invest in our company, employees, and resources to make every effort to be your preferred vendor.

We greatly appreciate your loyalty and look forward to many more years serving you.

If you have any questions or concerns, please don't hesitate to contact us.

Best Regards,



Mark Allen

General Manager



2300 Cavanaugh Road
Watkins CO, 80137

PHONE: (303) 636-9999
FAX: (303) 671-8728
WEB SITE: <http://www.diversifiedunderground.com>



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

MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski
Executive Vice-President

DATE: September 2, 2022

RE: Notice of 2023 Rate Increase

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

In accordance with the Management Agreement ("Agreement") between the District and Special District Management Services, Inc. ("SDMS"), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by the CPI (8.5%) per hour.

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



October 15, 2022

Dear Client:

Our Firm prides itself on providing the highest level of service in the most efficient manner. In the current economic environment, we are facing increased costs in all areas of the business. In order to continue to provide consistent high-level service we have found it necessary to implement a rate increase.

In accordance with the Firm's fee engagement letter, this letter is to advise you that effective January 1, 2023, the hourly rates of selected attorneys and staff will be adjusted. Hourly rates will be as follows: Shareholders \$425 - \$550; Of Counsel \$380 - \$425; Associates \$275 - \$375; Paralegals and Directors \$225 - \$240; Law Clerks \$150; File Clerks \$30.

Commencing on January 1, 2023, we will begin charging most costs incurred on your behalf as an administrative fee equal to 1% of the legal fees charged in a given month. This fee includes such costs as long-distance telephone calls, research requiring a subscription database, in-office photocopies and faxes, ordinary postage, and messenger and delivery services, and includes a small overhead component. This fee may be adjusted with notice.

This fee is based on our historic experience, as well as client feedback, that invoices that itemize every photocopy, fax, and delivery charge are confusing. Any advances made on behalf of the client as well as major costs, such as major travel expenses, application/submittal/recording fees, election expenses, court costs, publication costs, express delivery, and conference calls and videoconferencing where a third-party provider is used, will be separately invoiced at our actual cost. If you have any questions or concerns about this change, please let us know.

We appreciate your continued trust and confidence in our Firm and look forward to representing your interests in 2023 and beyond.

Very truly yours,

McGEADY BECHER P.C.

A handwritten signature in blue ink that reads "Cheryl L. Matlosz". The signature is fluid and cursive, with the first name "Cheryl" and last name "Matlosz" clearly distinguishable.

Cheryl L. Matlosz
Firm Administrator