

HIGHLINE CROSSING METROPOLITAN DISTRICT

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Lakewood, Colorado 80228-1898
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<https://highlinecrossingmd.colorado.gov>

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Daniel Payotelis	President	2027/May 2025
Brian O’Sullivan	Treasurer	2025/May 2025
VACANT		2027/May 2027
VACANT		2025/May 2025
VACANT		2027/May 2027

DATE: December 6, 2023

TIME: 6:00 P.M.

PLACE: ZOOM

THIS MEETING WILL BE HELD BY VIDEO/TELEPHONIC MEANS:

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

Dial In: 1-719-359-4580

I. PUBLIC COMMENTS

A. _____

II. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Confirm Quorum. Approve Agenda, confirm location of the meeting and posting of meeting notices.

C. Consider approval of the Minutes from the March 7, 2023, May 2, 2023, September 27, 2023, October 24, 2023 and November 14, 2023 Special Meetings and the March 14, 2023 Continued Meeting (enclosures).

D. Discuss business to be conducted in 2024 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates and consider adoption of Resolution Establishing Regular Meeting Dates, Time, Location, and Designating Location for Posting 24-Hour Notices (enclosure).

E. Discuss requirements of Section 32-1-809, C.R.S., and direct staff regarding compliance for 2024 (Transparency Notice).

F. **Insurance Matters:**

1. Discuss Cyber Security and Increased Crime Coverage.

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

3. Authorize renewal of the District’s insurance and Special District Association (“SDA”) membership for 2024.

II. COVENANT CONTROL/COMMUNITY MANAGEMENT

A. Community Manager’s Report.

III. FINANCIAL MATTERS

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

Fund	Period Ending Nov. 30, 2022	Period Ending Dec. 31, 2022	Period Ending Jan. 31, 2023	Period Ending Feb. 28, 2023
General	\$ 11,025.76	\$ 15,324.86	\$ 13,983.12	\$ 7,367.78
Debt	\$ 4,448.88	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 19,028.78	\$ 15,324.86	\$ 13,983.12	\$ 7,367.78

Fund	Period Ending Mar. 31, 2023	Period Ending Apr. 30, 2023	Period Ending May 31, 2023	Period Ending Jun. 30, 2023
General	\$ 6,883.85	\$ 9,792.14	\$ 12,514.89	\$ 18,159.18
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 6,883.85	\$ 9,792.14	\$ 12,514.89	\$ 18,159.18

Fund	Period Ending Jul. 31, 2023	Period Ending Aug. 31, 2023	Period Ending Sept. 30, 2023	Period Ending Oct. 31, 2023
General	\$ 12,310.98	\$ 22,808.31	\$ 13,739.34	\$ 12,119.34
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 12,310.98	\$ 22,808.31	\$ 13,739.34	\$ 12,199.34

B. Review and accept unaudited financial statements through the period ending September 30, 2022 (enclosure).

C. Discuss statutory requirements for an audit. Consider engagement of auditor to perform the 2023 Audit, for an amount not to exceed \$_____.

D. Conduct Public Hearing to consider Amendment to 2023 Budget and (if necessary) consider adoption of Resolution to Amend the 2023 Budget and Appropriate Expenditures.

E. Conduct Public Hearing on the proposed 2024 Budget and consider adoption of Resolution to Adopt the 2024 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies (enclosures – preliminary assessed valuation, resolutions and draft 2024 Budget).

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

G. Discuss and consider adoption of a Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan.

H. Consider appointment of District Accountant to prepare the 2025 Budget and set date for public hearing to adopt the 2025 Budget (November 18, 2024).

IV. LEGAL MATTERS

A. Discuss and consider adoption of Resolution Amending Policy on Colorado Open Record Act Requests (enclosure).

- B. Review and consider approval of a Service Agreement for Wall Repair by and between the District and Hartco LLC, dba Common Area Maintenance (enclosures).
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V. OTHER BUSINESS

- A. _____
-

VI. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2023.**

Informational Enclosure:

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

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE HIGHLINE CROSSING METROPOLITAN DISTRICT HELD MARCH 7, 2023

A special meeting of the Board of Directors (referred to hereafter as the “**Board**”) of the Highline Crossing Metropolitan District (referred to hereafter as the “**District**”) was convened on Tuesday, March 7, 2023 at 6:00 p.m. This District Board meeting was held by video and telephone conference without any individuals (neither District representatives nor the general public) attending in person. The meeting was open to the public.

Directors In Attendance Were:

Daniel Payotelis
Bryan O’Sullivan

Also In Attendance Was:

Peggy Ripko; Special District Management Services, Inc.

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

Laci Knowles and Pat Colleran (for a portion of the meeting); D.A. Davidson & Co.

Melissa Buck, and Kathryn (Kat) Pong (for a portion of the meeting); UMB Financial Corporation

Katie McVey (for a portion of the meeting); Piper Sandler & Co.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: Ms. Ripko noted a quorum was present and discussed the requirements under Colorado Statute to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest regarding any matters scheduled for discussion at this meeting. It was noted that all Directors are residents of the District and no conflicts of interest were filed, nor were any additional conflicts disclosed.

**ADMINISTRATIVE
MATTERS**

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

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Payotelis, seconded by Director O’Sullivan and, upon vote, unanimously carried, the Agenda was approved.

Meeting Location and Posting of Notice: The Board discussed the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, the Board determined to conduct the meeting by video and telephone conference. The Board further noted that notice of this meeting and the conference call access was duly posted and that it had not received any objections to the format of the meeting or any requests that the meeting format be changed by taxpaying electors within the District’s boundaries.

Designation of 24-Hour Posting Location: The Board discussed the posting locations for regular meeting notices.

Following discussion, upon motion duly made by Director Payotelis, seconded by Director O’Sullivan 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 at least 24 hours prior to each meeting on the District’s website at <https://highlinecrossingmd.colorado.gov>; and if the website is unavailable for posting, then the notices of meeting shall be posted within the boundaries of the District at the intersection of the corner of East Kansas Avenue and South Dayton Street.

November 21, 2022 Regular Meeting Minutes: The Board reviewed the Minutes of the November 21, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director O’Sullivan, seconded by Director Payotelis and, upon vote, unanimously carried, the Minutes of the November 21, 2022 Special Meeting were approved.

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

District’s General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2017B in the amount of \$1,590,000, and Subordinate General Obligation Limited Tax Bonds, Series 2017B in the amount of \$336,000: The Board discussed the potential refunding of the District’s General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2017A in the amount of \$1,590,000 and Subordinate General Obligation Limited Tax Bonds, Series 2017B in the amount of \$336,000. The Board reviewed the Refinancing Options presented by D.A. Davidson & Co., UMB Financial Corporation, and Piper Sandler & Co. No action was taken.

RECORD OF PROCEEDINGS

LEGAL MATTERS **May 2, 2023 Director Election**: The Board discussed the May 2, 2023 election.

OTHER BUSINESS **2023 Landscape Proposals**: The Board discussed proposals for 2023 landscaping services. Following discussion, the Board determined to defer this matter.

**CONTINUATION
OF MEETING** Upon motion duly made by Director O’Sullivan, seconded Director Payotelis, and upon vote, unanimously carried, the meeting was continued to March 14, 2023 at 6:00 p.m. at the regular meeting location.

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE HIGHLINE CROSSING METROPOLITAN DISTRICT HELD MAY 2, 2023

A special meeting of the Board of Directors (referred to hereafter as the “**Board**”) of the Highline Crossing Metropolitan District (referred to hereafter as the “**District**”) was convened on Tuesday, May 2, 2023 at 10:15 a.m. This District Board meeting was held by conference call without any individuals (neither District representatives nor the general public) attending in person. The meeting was open to the public.

Directors In Attendance Were:

Daniel Payotelis

Bryan O’Sullivan

Also In Attendance Was:

Peggy Ripko; Special District Management Services, Inc.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: Ms. Ripko noted a quorum was present and discussed the requirements under Colorado Statute to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest regarding any matters scheduled for discussion at this meeting. It was noted that all Directors are residents of the District and no conflicts of interest were filed, nor were any additional conflicts disclosed.

**ADMINISTRATIVE
MATTERS**

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

Following discussion, upon motion duly made by Director Payotellis, seconded by Director O’Sullivan and, upon vote, unanimously carried, the Agenda was approved.

Meeting Location and Posting of Notice: The Board discussed the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, the Board determined to conduct the meeting by conference call. The Board further noted that notice of this meeting and the conference call access was duly posted and that it had not received any objections to

RECORD OF PROCEEDINGS

the format of the meeting or any requests that the meeting format be changed by taxpaying electors within the District's boundaries.

Appointment of Directors: The Board considered the appointment of Daniel Payotelis and Brian O'Sullivan to fill the vacancies on the Board.

Following discussion, upon motion duly made by Director Payotelis, seconded by Director O'Sullivan and, upon vote, unanimously carried, Daniel Payotelis and Brian O'Sullivan were appointed to fill the vacant positions on the Board of Directors. The Oaths of Office were administered.

**PUBLIC
COMMENTS**

There were no public comments.

OTHER MATTERS

There were no other matters.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE HIGHLINE CROSSING METROPOLITAN DISTRICT HELD SEPTEMBER 27, 2023

A regular meeting of the Board of Directors (referred to hereafter as the “Board”) of the Highline Crossing Metropolitan District (referred to hereafter as the “District”) was convened on Wednesday, September 27, 2023 at 6:00 p.m. This District Board meeting was held by video without any individuals (neither District representatives nor the general public) attending in person. The meeting was open to the public.

Directors In Attendance Were:

Daniel Payotelis

Bryan O’Sullivan

Also In Attendance Was:

Peggy Ripko; Special District Management Services, Inc.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: Ms. Ripko noted a quorum was present and discussed the requirements under Colorado Statute to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest regarding any matters scheduled for discussion at this meeting. It was noted that all Directors are residents of the District and no conflicts of interest were filed, nor were any additional conflicts disclosed.

**ADMINISTRATIVE
MATTERS**

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

Following discussion, upon motion duly made by Director O’Sullivan, seconded by Director Payotelis and, upon vote, unanimously carried, the Agenda was approved.

Meeting Location and Posting of Notice: The Board discussed the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, the Board determined to conduct the meeting by conference call. The Board further noted that notice of this meeting and the conference call access was duly posted and that it had not received any objections to the format of the meeting or any requests that the meeting format be changed by taxpaying electors within the District’s boundaries.

RECORD OF PROCEEDINGS

Minutes: The Board deferred the minutes of the March 7, 2023 and May 2, 2023 Special Meetings, and the March 14, 2023 Continued Meeting.

Appointment of Officers: Following discussion, upon motion duly made by Director O’Sullivan, seconded by Director Payotelis and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Daniel Payotelis
Treasurer	Brian O’Sullivan
Recording Secretary	Peggy Ripko
Assistant Secretary	Vacant
Assistant Secretary	Vacant

COVENANT CONTROL/ COMMUNITY MANAGEMENT

Community Manager’s Report: Ms. Ripko provided an update to the Board regarding the community manager report.

Service Agreement between the District and Landtech Landscape and Maintenance for 2023-2024 Snow Removal Services: The Board reviewed and considered the Service Agreement between the District and Landtech Landscape and Maintenance for 2023-2024 Snow Removal Services.

Following discussion, upon motion duly made by Director Payotelis, seconded by Director O’Sullivan and, upon vote, unanimously approved a service agreement from Landtech Landscape and Maintenance for the 2023-2024 Snow Removal Services.

Service Agreement between the District and Landtech Contractors, LLC for tree trimming and tree removal: The Board reviewed and considered the Service Agreement between the District and Landtech Contractors, LLC for tree trimming and tree removal.

Following discussion, upon motion duly made by Director Payotelis, seconded by Director O’Sullivan and, upon vote, unanimously approved a service agreement from Landtech Contractors, LLC for tree trimming and tree removal.

Engagement of Erb Law, LLC for Legal Services as General Counsel: The Board discussed the Engagement of Erb Law, LLC for Legal Services as General Counsel.

Following discussion, upon motion duly made by Director Payotelis, seconded by Director O’Sullivan and, upon vote, unanimously approved the Engagement of Erb Law, LLC for Legal Services as General Counsel.

FINANCIAL MATTERS

2022 Audit: The Board reviewed the 2022 Audit.

RECORD OF PROCEEDINGS

Following review and discussion, upon motion duly made by Director O’Sullivan, seconded by Director Payoltelis and, upon vote, unanimously carried, the Board ratified approval of the 2022 Audit and authorization of execution of the Audit Representations Letter.

2022 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2022 Budget and consider adoption of Resolution to Amend the 2022 Budget and Appropriate Expenditures.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, Director Payoltelis moved to adopt the Resolution to Amend 2022 Budget, Director O’Sullivan seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-09-01 to Amend the 2022 Budget.

**PUBLIC
COMMENTS**

There were no public comments.

LEGAL MATTERS

Bond Refinancing Options: The Board discussed Bond refinancing options.

Piper Sandler & Co.: The Board reviewed a proposal from Piper Sandler & Co. No action was taken.

D.A. Davidson & Co.: The Board reviewed a proposal from D.A. Davidson & Co. No action was taken.

OTHER MATTERS

There were no other matters.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE HIGHLINE CROSSING METROPOLITAN DISTRICT HELD OCTOBER 24, 2023

A special meeting of the Board of Directors (referred to hereafter as the “Board”) of the Highline Crossing Metropolitan District (referred to hereafter as the “District”) was convened on Tuesday, October 24, 2023 at 6:00 p.m. This District Board meeting was held by video without any individuals (neither District representatives nor the general public) attending in person. The meeting was open to the public.

Directors In Attendance Were:

Daniel Payotelis

Bryan O’Sullivan

Also In Attendance Was:

Peggy Ripko and Steve Beck; Special District Management Services, Inc.

Timothy O’Connor, Esq.; McGeady Becher P.C. (for a portion of the meeting)

**PUBLIC
COMMENTS**

There were no public comments.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: Ms. Ripko noted a quorum was present and discussed the requirements under Colorado Statute to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest regarding any matters scheduled for discussion at this meeting. It was noted that all Directors are residents of the District and no conflicts of interest were filed, nor were any additional conflicts disclosed.

**ADMINISTRATIVE
MATTERS**

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

Following discussion, upon motion duly made by Director O’Sullivan, seconded by Director Payotelis and, upon vote, unanimously carried, the Agenda was approved.

Meeting Location and Posting of Notice: The Board discussed the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board

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meeting. Following discussion, the Board determined to conduct the meeting by conference call. The Board further noted that notice of this meeting and the conference call access was duly posted and that it had not received any objections to the format of the meeting or any requests that the meeting format be changed by taxing electors within the District's boundaries.

**COVENANT
CONTROL/
COMMUNITY
MANAGEMENT**

There were no covenant control or community management matters.

**FINANCIAL
MATTERS**

Financial Statements Review with District Accountant: The Board discussed financial statements with Mr. Beck, who answered the Board's questions regarding the District's financials and bonds. No action was taken.

LEGAL MATTERS

There were no legal matters to discuss.

OTHER MATTERS

There were no other matters to discuss.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE HIGHLINE CROSSING METROPOLITAN DISTRICT HELD NOVEMBER 14, 2023

A special meeting of the Board of Directors (referred to hereafter as the “Board”) of the Highline Crossing Metropolitan District (referred to hereafter as the “District”) was convened on Tuesday, November 14, 2023 at 6:00 p.m. This District Board meeting was held by video without any individuals (neither District representatives nor the general public) attending in person. The meeting was open to the public.

Directors In Attendance Were:

Daniel Payotelis

Bryan O’Sullivan

Also In Attendance Was:

Peggy Ripko and Steve Beck; Special District Management Services, Inc.

Jeffrey E. Erb, Esq.; Erb Law, LLC (for a portion of the meeting)

**PUBLIC
COMMENTS**

There were no public comments.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: Ms. Ripko noted a quorum was present and discussed the requirements under Colorado Statute to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest regarding any matters scheduled for discussion at this meeting. It was noted that all Directors are residents of the District and no conflicts of interest were filed, nor were any additional conflicts disclosed.

**ADMINISTRATIVE
MATTERS**

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

Following discussion, upon motion duly made by Director O’Sullivan, seconded by Director Payotelis and, upon vote, unanimously carried, the Agenda was approved.

Meeting Location and Posting of Notice: The Board discussed the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board

RECORD OF PROCEEDINGS

meeting. Following discussion, the Board determined to conduct the meeting by conference call. The Board further noted that notice of this meeting and the conference call access was duly posted and that it had not received any objections to the format of the meeting or any requests that the meeting format be changed by taxpaying electors within the District's boundaries.

**COVENANT
CONTROL/
COMMUNITY
MANAGEMENT**

There were no covenant control or community management matters.

**FINANCIAL
MATTERS**

There were no financial matters to discuss.

LEGAL MATTERS **New Counsel:** The Board met with Attorney Erb from Erb Law, LLC to discuss District Counsel responsibilities.

Following discussion, upon motion duly made by Director O'Sullivan, seconded by Director Payotelis and, upon vote, unanimously carried, the Board approved the transition to Erb Law, LLC as of January 1, 2024.

OTHER MATTERS There were no other matters to discuss.

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A CONTINUED MEETING OF THE BOARD OF DIRECTORS OF THE HIGHLINE CROSSING METROPOLITAN DISTRICT HELD MARCH 14, 2023

A continued meeting of the Board of Directors (referred to hereafter as the “**Board**”) of the Highline Crossing Metropolitan District (referred to hereafter as the “**District**”) was convened on Tuesday, March 14, 2023 at 6:00 p.m. This District Board meeting was held by conference call without any individuals (neither District representatives nor the general public) attending in person. The meeting was open to the public.

Directors In Attendance Were:

Daniel Payotelis

Bryan O’Sullivan

Also In Attendance Was:

Peggy Ripko; Special District Management Services, Inc.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: Ms. Ripko noted a quorum was present and discussed the requirements under Colorado Statute to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest regarding any matters scheduled for discussion at this meeting. It was noted that all Directors are residents of the District and no conflicts of interest were filed, nor were any additional conflicts disclosed.

**ADMINISTRATIVE
MATTERS**

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

Following discussion, upon motion duly made by Director Payotelis, seconded by Director O’Sullivan and, upon vote, unanimously carried, the Agenda was approved.

Meeting Location and Posting of Notice: The Board discussed the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, the Board determined to conduct the meeting by conference call. The Board further noted that notice of this meeting and the conference call access was duly posted and that it had not received any objections to

RECORD OF PROCEEDINGS

the format of the meeting or any requests that the meeting format be changed by
taxpaying electors within the District's boundaries.

OTHER BUSINESS

2023 Landscape Contracts: The Board reviewed bids for the 2023 Landscape
Contract.

Following discussion, upon motion duly made by Director Payotelis, seconded by
Director O'Sullivan and, upon vote, unanimously approved a service agreement
from Landtech Contractors, LLC for the 2023 Landscape Contract.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RESOLUTION NO. 2023-12-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE HIGHLINE CROSSING 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 Highline Crossing Metropolitan District (the “**District**”), Arapahoe 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 2024 shall be held on June 17, 2024 and November 18, 2024 at 6:00 p.m. via video and telephone conference.

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 or virtual 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, <https://highlinecrossingmd.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) The corner of East Kansas Avenue and South Dayton Street.

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

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED on December 6, 2023.

**HIGHLINE CROSSING
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary

Highline Crossing Metropolitan District
November-22

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Water	A102278 10-2022	10/31/2022	10/31/2022	\$ 4,379.12	Utilities	1765
CDI Consolidated Divisions Inc.	2006218	9/28/2022	9/28/2022	\$ 234.00	Irrigation Repair	1642
CDI Consolidated Divisions Inc.	2006078	10/25/2022	11/9/2022	\$ 2,320.78	Landscape Maintenance	1640
City of Aurora	ARI Fees	10/19/2021	10/20/2021	\$ 8,003.00	Due to City of Aurora	2315
McGeady Becher, P.C.	1303W 9-2022	9/30/2022	9/30/2022	\$ 1,075.00	Legal	1675
POOP 911	6137854	10/24/2022	10/24/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6137855	10/31/2022	10/31/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6137852	10/10/2022	10/10/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6137853	10/17/2022	10/17/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6137851	10/3/2022	10/3/2022	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Svcs	Oct-22	10/31/2022	10/31/2022	\$ 358.40	Management	1680
Special Dist Management Svcs	Oct-22	10/31/2022	10/31/2022	\$ 1,050.80	Accounting	1612
Special Dist Management Svcs	Oct-22	10/31/2022	10/31/2022	\$ 518.00	Billing	1616
Special Dist Management Svcs	Oct-22	10/31/2022	10/31/2022	\$ 740.00	Covenant Control	1610
Special Dist Management Svcs	Oct-22	10/31/2022	10/31/2022	\$ 151.00	Miscellaneous	1685
UNCC	222100721	10/31/2022	10/31/2022	\$ 3.90	Miscellaneous	1685
Xcel Energy	798683587	10/3/2022	10/3/2022	\$ 17.76	Utilities	1765
Xcel Energy	802730762	11/1/2022	11/1/2022	\$ 16.37	Utilities	1765
Xpress Bill Pay	69235	10/31/2022	10/31/2022	\$ 35.63	Billing	1616
				\$ 19,028.76		

**Highline Crossing Metropolitan District
November-22**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 6,576.88	\$ 8,003.00		\$ 14,579.88
Auto-payments	4,448.88	-	-	4,448.88
<hr/>				
Total Disbursements	\$ 11,025.76	\$ 8,003.00	\$ -	\$ 19,028.76

**Highline Crossing Metropolitan District
December-22**

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Media Group, LLC	104372	11/14/2022	11/14/2022	\$ 40.10	Miscellaneous	1685
Aurora Water	A102278 11-2022	11/30/2022	11/30/2022	\$ 36.03	Utilities	1765
CDI Consolidated Divisions Inc.	2006582	11/28/2022	12/13/2022	\$ 2,320.78	Landscape Maintenance	1640
CDI Consolidated Divisions Inc.	2006643	11/19/2022	11/19/2022	\$ 446.00	Snow Removal	1643
Colorado Special Districts P&L	23PL-61534-2081	10/25/2022	10/25/2022	\$ 7,830.00	Prepaid Expenses	1143
Diversified Underground, Inc.	26586	10/31/2022	11/10/2022	\$ 5.00	Miscellaneous	1685
McGeady Becher, P.C.	1303W 10-2022	10/31/2022	10/31/2022	\$ 998.00	Legal	1675
POOP 911	6243161	11/28/2022	11/28/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6243160	11/21/2022	11/21/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6243159	11/14/2022	11/14/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6243158	11/7/2022	11/7/2022	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Svcs	Nov-22	11/30/2022	11/30/2022	\$ 1,246.40	Management	1680
Special Dist Management Svcs	Nov-22	11/30/2022	11/30/2022	\$ 932.40	Accounting	1612
Special Dist Management Svcs	Nov-22	11/30/2022	11/30/2022	\$ 280.00	Billing	1616
Special Dist Management Svcs	Nov-22	11/30/2022	11/30/2022	\$ 640.00	Covenant Control	1610
Special Dist Management Svcs	Nov-22	11/30/2022	11/30/2022	\$ 70.99	Miscellaneous	1685
Xcel Energy	806616162	12/1/2022	12/1/2022	\$ 16.85	Utilities	1765
Xpress Bill Pay	69970	11/30/2022	11/30/2022	\$ 362.31	Billing	1616
				\$ 15,324.86		

**Highline Crossing Metropolitan District
December-22**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 14,909.67			\$ 14,909.67
Auto-payments	415.19	-	-	415.19
<hr/>				
Total Disbursements	\$ 15,324.86	\$ -	\$ -	\$ 15,324.86

**Highline Crossing Metropolitan District
January-23**

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Water	A102278 12-2022	12/30/2022	12/30/2022	\$ 27.82	Utilities	1765
CDI Consolidated Divisions Inc.	2007428	12/23/2022	12/23/2022	\$ 833.20	Snow Removal	1643
CDI Consolidated Divisions Inc.	2007100	12/14/2022	12/29/2022	\$ 2,320.78	Landscape Maintenance	1640
CDI Consolidated Divisions Inc.	2007564	12/30/2022	12/30/2022	\$ 2,659.00	Snow Removal	1643
Diversified Underground, Inc.	26898	12/31/2022	1/10/2023	\$ 5.00	Miscellaneous	1685
McGeady Becher, P.C.	1303W 11-2022	11/30/2022	11/30/2022	\$ 5,209.00	Legal	1675
POOP 911	6351975	12/19/2022	12/19/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6351974	12/12/2022	12/12/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6351973	12/5/2022	12/5/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6351976	12/26/2022	12/26/2022	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Svcs	Dec-22	12/31/2022	12/31/2022	\$ 651.20	Management	1680
Special Dist Management Svcs	Dec-22	12/31/2022	12/31/2022	\$ 740.00	Accounting	1612
Special Dist Management Svcs	Dec-22	12/31/2022	12/31/2022	\$ 210.00	Billing	1616
Special Dist Management Svcs	Dec-22	12/31/2022	12/31/2022	\$ 1,150.00	Covenant Control	1610
Special Dist Management Svcs	Dec-22	12/31/2022	12/31/2022	\$ 60.66	Miscellaneous	1685
UNCC	222120672	12/31/2022	12/31/2022	\$ 1.30	Miscellaneous	1685
Xpress Bill Pay	70726	12/31/2022	12/31/2022	\$ 15.16	Billing	1616
				\$ 13,983.12		

**Highline Crossing Metropolitan District
January-23**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 13,940.14			\$ 13,940.14
Auto-payments	42.98	-	-	42.98
<hr/>				
Total Disbursements	\$ 13,983.12	\$ -	\$ -	\$ 13,983.12

**Highline Crossing Metropolitan District
February-23**

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Water	A102278 1-2023	1/31/2023	1/31/2023	\$ 28.76	Utilities	1765
CDI Consolidated Divisions Inc.	2007789	1/13/2023	1/13/2023	\$ 868.00	Snow Removal	1643
CDI Consolidated Divisions Inc.	2007990	1/19/2023	1/19/2023	\$ 1,163.00	Snow Removal	1643
Diversified Underground, Inc.	27044	1/31/2023	2/10/2023	\$ 5.00	Miscellaneous	1685
McGeady Becher, P.C.	1303W 12-2022	12/31/2022	12/31/2022	\$ 507.50	Legal	1675
POOP 911	6462788	1/4/2023	1/4/2023	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6462789	1/9/2023	1/9/2023	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6462791	1/23/2023	1/23/2023	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6462792	1/31/2023	1/31/2023	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6462790	1/16/2023	1/16/2023	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Svcs	Jan-23	1/31/2023	1/31/2023	\$ 922.20	Management	1680
Special Dist Management Svcs	Jan-23	1/31/2023	1/31/2023	\$ 1,024.00	Accounting	1612
Special Dist Management Svcs	Jan-23	1/31/2023	1/31/2023	\$ 554.80	Billing	1616
Special Dist Management Svcs	Jan-23	1/31/2023	1/31/2023	\$ 1,598.40	Covenant Control	1610
Special Dist Management Svcs	Jan-23	1/31/2023	1/31/2023	\$ 127.59	Miscellaneous	1685
Special District Association	2023 Renewal	2/6/2023	2/6/2023	\$ 369.60	Insurance/SDA Dues	1670
UNCC	223010657	1/31/2023	1/31/2023	\$ 1.29	Miscellaneous	1685
Xcel Energy	814438673	2/1/2023	2/1/2023	\$ 16.54	Utilities	1765
Xcel Energy	810457966	1/3/2023	1/3/2023	\$ 16.69	Utilities	1765
Xpress Bill Pay	71480	1/31/2023	1/31/2023	\$ 39.41	Billing	1616
				\$ 7,367.78		

**Highline Crossing Metropolitan District
February-23**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 7,266.38			\$ 7,266.38
Auto-payments	101.40	-	-	101.40
<hr/>				
Total Disbursements	\$ 7,367.78	\$ -	\$ -	\$ 7,367.78

**Highline Crossing Metropolitan District
March-23**

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Water	A102278 2-2023	2/28/2023	2/28/2023	\$ 28.90	Utilities	1765
CDI Consolidated Divisions Inc.	2008664	2/24/2023	3/11/2023	\$ 428.00	Snow Removal	1643
CDI Consolidated Divisions Inc.	2008433	2/16/2023	3/18/2023	\$ 927.00	Snow Removal	1643
McGeady Becher, P.C.	1303W 1-2023	1/31/2023	1/31/2023	\$ 782.78	Legal	1675
POOP 911	6579757	2/6/2023	2/6/2023	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6579758	2/13/2023	2/13/2023	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6579759	2/20/2023	2/20/2023	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6579760	2/27/2023	2/27/2023	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Svcs	Feb-23	2/28/2023	2/28/2023	\$ 592.50	Management	1680
Special Dist Management Svcs	Feb-23	2/28/2023	2/28/2023	\$ 2,247.00	Accounting	1612
Special Dist Management Svcs	Feb-23	2/28/2023	2/28/2023	\$ 281.20	Billing	1616
Special Dist Management Svcs	Feb-23	2/28/2023	2/28/2023	\$ 788.40	Covenant Control	1610
Special Dist Management Svcs	Feb-23	2/28/2023	2/28/2023	\$ 560.00	Election	1635
Special Dist Management Svcs	Feb-23	2/28/2023	2/28/2023	\$ 133.40	Miscellaneous	1685
Xpress Bill Pay	72246	2/28/2023	2/28/2023	\$ 14.67	Billing	1616
				\$ 6,883.85		

Highline Crossing Metropolitan District
March-23

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 6,840.28			\$ 6,840.28
Auto-payments	43.57	-	-	43.57
<hr/>				
Total Disbursements	\$ 6,883.85	\$ -	\$ -	\$ 6,883.85

Highline Crossing Metropolitan District
April-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Media Group, LLC	105263	3/20/2023	3/20/2023	\$ 40.95	Miscellaneous	1685
Aurora Water	A102278 3-2023	3/29/2023	3/29/2023	\$ 28.90	Utilities	1765
Diversified Underground, Inc.	27382	3/31/2023	4/10/2023	\$ 40.00	Miscellaneous	1685
Landtech Landscape/Maintenance	3774	4/13/2023	4/23/2023	\$ 4,258.00	Landscape Maintenance	1640
McGeady Becher, P.C.	1303W 2-2023	2/28/2023	2/28/2023	\$ 636.44	Legal	1675
POOP 911	6690464	3/27/2023	3/27/2023	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6690463	3/20/2023	3/20/2023	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6690461	3/6/2023	3/6/2023	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6690462	3/13/2023	3/13/2023	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Srvs	Mar-23	3/31/2023	3/31/2023	\$ 1,814.80	Management	1680
Special Dist Management Srvs	Mar-23	3/31/2023	3/31/2023	\$ 1,568.00	Accounting	1612
Special Dist Management Srvs	Mar-23	3/31/2023	3/31/2023	\$ 266.00	Billing	1616
Special Dist Management Srvs	Mar-23	3/31/2023	3/31/2023	\$ 648.00	Covenant Control	1610
Special Dist Management Srvs	Mar-23	3/31/2023	3/31/2023	\$ 240.00	Election	1635
Special Dist Management Srvs	Mar-23	3/31/2023	3/31/2023	\$ 92.29	Miscellaneous	1685
UNCC	223030694	3/31/2023	3/31/2023	\$ 10.32	Miscellaneous	1685
Xcel Energy	818267900	3/2/2023	3/2/2023	\$ 16.18	Utilities	1765
Xcel Energy	822511131	4/3/2023	4/3/2023	\$ 15.76	Utilities	1765
Xpress Bill Pay	73016	3/31/2023	3/31/2023	\$ 16.50	Billing	1616
				\$ 9,792.14		

Highline Crossing Metropolitan District
April-23

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 9,714.80			\$ 9,714.80
Auto-payments	77.34	-	-	77.34
Total Disbursements	\$ 9,792.14	\$ -	\$ -	\$ 9,792.14

Highline Crossing Metropolitan District
May-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Water	A102278 4-2023	4/28/2023	4/28/2023	\$ 28.90	Utilities	1765
Diversified Underground, Inc.	27557	4/30/2023	5/10/2023	\$ 15.00	Miscellaneous	1685
Landtech Landscape/Maintenance	3902	5/1/2023	5/11/2023	\$ 4,258.00	Landscape Maintenance	1640
McGeady Becher, P.C.	1303W 3-2023	3/31/2023	3/31/2023	\$ 4,775.79	Legal	1675
POOP 911	6950808	5/1/2023	5/1/2023	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6825486	4/10/2023	4/10/2023	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6825487	4/17/2023	4/17/2023	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6825488	4/24/2023	4/24/2023	\$ 25.00	Repairs and Maintenance	1740
POOP 911	6825485	4/3/2023	4/3/2023	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Svcs	Apr-23	4/30/2023	4/30/2023	\$ 800.00	Management	1680
Special Dist Management Svcs	Apr-23	4/30/2023	4/30/2023	\$ 1,120.00	Accounting	1612
Special Dist Management Svcs	Apr-23	4/30/2023	4/30/2023	\$ 448.40	Billing	1616
Special Dist Management Svcs	Apr-23	4/30/2023	4/30/2023	\$ 723.60	Covenant Control	1610
Special Dist Management Svcs	Apr-23	4/30/2023	4/30/2023	\$ 32.00	Election	1635
Special Dist Management Svcs	Apr-23	4/30/2023	4/30/2023	\$ 129.28	Miscellaneous	1685
UNCC	223040720	4/30/2023	4/30/2023	\$ 3.87	Miscellaneous	1685
Xcel Energy	826425892	5/1/2023	5/1/2023	\$ 15.81	Utilities	1765
Xpress Bill Pay	73791	4/30/2023	4/30/2023	\$ 39.24	Billing	1616
				\$ 12,514.89		

Highline Crossing Metropolitan District
May-23

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 12,430.94			\$ 12,430.94
Auto-payments	83.95	-	-	83.95
<hr/>				
Total Disbursements	\$ 12,514.89	\$ -	\$ -	\$ 12,514.89

**Highline Crossing Metropolitan District
June-23**

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Water	A102278 5-2023	5/30/2023	5/30/2023	\$ 1,480.42	Utilities	1765
Diversified Underground, Inc.	27741	5/31/2023	6/10/2023	\$ 10.00	Miscellaneous	1685
Landtech Landscape/Maintenance	4277	6/1/2023	6/11/2023	\$ 4,258.00	Landscape Maintenance	1640
Landtech Landscape/Maintenance	4135	5/24/2023	6/3/2023	\$ 881.79	Irrigation Repair	1642
Landtech Landscape/Maintenance	4351	6/2/2023	6/12/2023	\$ 396.92	Irrigation Repair	1642
McGeady Becher, P.C.	1303W 4-2023	4/30/2023	4/30/2023	\$ 1,003.94	Legal	1675
POOP 911	6950810	5/15/2023	5/15/2023	\$ 35.00	Repairs and Maintenance	1740
POOP 911	6950811	5/22/2023	5/22/2023	\$ 35.00	Repairs and Maintenance	1740
POOP 911	6950812	5/30/2023	5/30/2023	\$ 35.00	Repairs and Maintenance	1740
Schilling & Company, Inc	13687	6/9/2023	6/9/2023	\$ 5,100.00	Audit	1615
Special Dist Management Svcs	May-23	5/31/2023	5/31/2023	\$ 1,648.00	Management	1680
Special Dist Management Svcs	May-23	5/31/2023	5/31/2023	\$ 882.40	Accounting	1612
Special Dist Management Svcs	May-23	5/31/2023	5/31/2023	\$ 296.40	Billing	1616
Special Dist Management Svcs	May-23	5/31/2023	5/31/2023	\$ 1,944.00	Covenant Control	1610
Special Dist Management Svcs	May-23	5/31/2023	5/31/2023	\$ 16.00	Election	1635
Special Dist Management Svcs	May-23	5/31/2023	5/31/2023	\$ 101.50	Miscellaneous	1685
UNCC	223050747	5/31/2023	5/31/2023	\$ 2.58	Miscellaneous	1685
Xcel Energy	830682956	6/1/2023	6/1/2023	\$ 17.07	Utilities	1765
Xpress Bill Pay	74566	5/31/2023	5/31/2023	\$ 15.16	Billing	1616
				\$ 18,159.18		

**Highline Crossing Metropolitan District
June-23**

	General	Debt	Capital	Totals
Disbursements	\$ 16,646.53			\$ 16,646.53
Auto-payments	1,512.65	-	-	1,512.65
Total Disbursements	\$ 18,159.18	\$ -	\$ -	\$ 18,159.18

**Highline Crossing Metropolitan District
July-23**

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Water	A102278 6-2023	6/29/2023	6/29/2023	\$ 1,800.82	Utilities	1765
Diversified Underground, Inc.	27926	6/30/2023	7/10/2023	\$ 5.00	Miscellaneous	1685
Landtech Landscape/Maintenance	4549	6/23/2023	7/3/2023	\$ 383.12	Irrigation Repair	1642
Landtech Landscape/Maintenance	4647	6/28/2023	7/8/2023	\$ 516.86	Landscape Maintenance	1640
Landtech Landscape/Maintenance	4803	7/3/2023	7/13/2023	\$ 4,258.00	Landscape Maintenance	1640
McGeady Becher, P.C.	1303W 05-2023	5/31/2023	5/31/2023	\$ 362.08	Legal	1675
POOP 911	7086768	6/5/2023	6/5/2023	\$ 35.00	Repairs and Maintenance	1740
POOP 911	6950809	5/8/2023	5/8/2023	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Srvs	Jun-23	6/30/2023	6/30/2023	\$ 2,533.60	Management	1680
Special Dist Management Srvs	Jun-23	6/30/2023	6/30/2023	\$ 848.00	Accounting	1612
Special Dist Management Srvs	Jun-23	6/30/2023	6/30/2023	\$ 235.60	Billing	1616
Special Dist Management Srvs	Jun-23	6/30/2023	6/30/2023	\$ 1,112.40	Covenant Control	1610
Special Dist Management Srvs	Jun-23	6/30/2023	6/30/2023	\$ 64.00	Election	1635
Special Dist Management Srvs	Jun-23	6/30/2023	6/30/2023	\$ 97.79	Miscellaneous	1685
UNCC	223060744	6/30/2023	6/30/2023	\$ 2.58	Miscellaneous	1685
Xcel Energy	834910417	7/3/2023	7/3/2023	\$ 16.85	Utilities	1765
Xpress Bill Pay	INV-XPR001236	6/30/2023	6/30/2023	\$ 14.28	Billing	1616
				\$ 12,310.98		

**Highline Crossing Metropolitan District
July-23**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 10,479.03			\$ 10,479.03
Auto-payments	1,831.95	-	-	1,831.95
<hr/>				
Total Disbursements	\$ 12,310.98	\$ -	\$ -	\$ 12,310.98

Highline Crossing Metropolitan District
August-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Water	A102278 7-2023	7/31/2023	7/31/2023	\$ 1,434.34	Utilities	1765
CAM Services	W412557	7/28/2023	7/28/2023	\$ 530.00	Repairs and Maintenance	1740
CAM Services	W412548	7/31/2023	7/31/2023	\$ 510.00	Repairs and Maintenance	1740
Diversified Underground, Inc.	28104	7/31/2023	8/10/2023	\$ 20.00	Miscellaneous	1685
Landtech Landscape/Maintenance	4844	7/12/2023	7/22/2023	\$ 362.71	Irrigation Repair	1642
Landtech Landscape/Maintenance	4984	7/21/2023	7/31/2023	\$ 620.40	Landscape Maintenance	1640
Landtech Landscape/Maintenance	4845	7/12/2023	7/22/2023	\$ 583.20	Irrigation Repair	1642
Landtech Landscape/Maintenance	5158	8/1/2023	8/11/2023	\$ 4,258.00	Landscape Maintenance	1640
McGeady Becher, P.C.	1303W 6-2023	6/30/2023	6/30/2023	\$ 4,857.59	Legal	1675
POOP 911	7314064	7/31/2023	7/31/2023	\$ 35.00	Repairs and Maintenance	1740
POOP 911	7314060	7/3/2023	7/3/2023	\$ 35.00	Repairs and Maintenance	1740
POOP 911	7314062	7/17/2023	7/17/2023	\$ 35.00	Repairs and Maintenance	1740
POOP 911	7314061	7/10/2023	7/10/2023	\$ 35.00	Repairs and Maintenance	1740
POOP 911	7314063	7/24/2023	7/24/2023	\$ 35.00	Repairs and Maintenance	1740
Special Dist Management Srvs	Jul-23	7/31/2023	7/31/2023	\$ 448.00	Management	1680
Special Dist Management Srvs	Jul-23	7/31/2023	7/31/2023	\$ 1,040.00	Accounting	1612
Special Dist Management Srvs	Jul-23	7/31/2023	7/31/2023	\$ 524.40	Billing	1616
Special Dist Management Srvs	Jul-23	7/31/2023	7/31/2023	\$ 658.80	Covenant Control	1610
Special Dist Management Srvs	Jul-23	7/31/2023	7/31/2023	\$ 112.00	Election	1635
Special Dist Management Srvs	Jul-23	7/31/2023	7/31/2023	\$ 1,107.16	Miscellaneous	1685
UMB Bank N.A	953593	7/14/2023	7/14/2023	\$ 2,000.00	Paying Agent Fees	2668
UMB Bank N.A	953594	7/14/2023	7/14/2023	\$ 3,500.00	Paying Agent Fees	2668
UNCC	223070739	7/31/2023	7/31/2023	\$ 3.87	Miscellaneous	1685
Xcel Energy	838852814	8/1/2023	8/1/2023	\$ 15.96	Utilities	1765
Xpress Bill Pay	INV-XPRO03617	7/31/2023	7/31/2023	\$ 46.88	Billing	1616
				\$ 22,808.31		

Highline Crossing Metropolitan District
August-23

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 21,311.13			\$ 21,311.13
Auto-payments	1,497.18	-	-	1,497.18
<hr/>				
Total Disbursements	\$ 22,808.31	\$ -	\$ -	\$ 22,808.31

Highline Crossing Metropolitan District
September-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Water	A102278 8-2023	8/30/2023	8/30/2023	\$ 1,772.26	Utilities	1765
Diversified Underground, Inc.	28286	8/31/2023	9/10/2023	\$ 95.00	Miscellaneous	1685
Landtech Landscape/Maintenance	5440	8/25/2023	9/4/2023	\$ 941.01	Landscape Maintenance	1640
Landtech Landscape/Maintenance	5910	9/8/2023	9/18/2023	\$ 1,983.26	Irrigation Repair	1642
Landtech Landscape/Maintenance	5696	9/5/2023	9/15/2023	\$ 4,258.00	Landscape Maintenance	1640
McGeady Becher, P.C.	1303W 7-2023	7/31/2023	7/31/2023	\$ 1,291.28	Legal	1675
POOP 911	7337162	8/28/2023	8/28/2023	\$ 35.00	Repairs and Maintenance	1740
POOP 911	7337161	8/21/2023	8/21/2023	\$ 35.00	Repairs and Maintenance	1740
POOP 911	7337159	8/7/2023	8/7/2023	\$ 35.00	Repairs and Maintenance	1740
POOP 911	7337160	8/14/2023	8/14/2023	\$ 35.00	Repairs and Maintenance	1740
Special Dist Management Srvs	Aug-23	8/31/2023	8/31/2023	\$ 653.30	Management	1680
Special Dist Management Srvs	Aug-23	8/31/2023	8/31/2023	\$ 1,040.00	Accounting	1612
Special Dist Management Srvs	Aug-23	8/31/2023	8/31/2023	\$ 425.60	Billing	1616
Special Dist Management Srvs	Aug-23	8/31/2023	8/31/2023	\$ 950.40	Covenant Control	1610
Special Dist Management Srvs	Aug-23	8/31/2023	8/31/2023	\$ 64.00	Election	1635
Special Dist Management Srvs	Aug-23	8/31/2023	8/31/2023	\$ 87.52	Miscellaneous	1685
UNCC	223080739	8/31/2023	8/31/2023	\$ 6.45	Miscellaneous	1685
Xcel Energy	843320668	9/1/2023	9/1/2023	\$ 15.75	Utilities	1765
Xpress Bill Pay	INV-XPR004410	8/31/2023	8/31/2023	\$ 15.51	Billing	1616
				\$ 13,739.34		

Highline Crossing Metropolitan District
September-23

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 11,935.82			\$ 11,935.82
Auto-payments	1,803.52	-	-	1,803.52
<hr/>				
Total Disbursements	\$ 13,739.34	\$ -	\$ -	\$ 13,739.34

**Highline Crossing Metropolitan District
October-23**

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Media Group, LLC	106427	9/25/2023	9/25/2023	\$ 90.30	Miscellaneous	1685
Aurora Water	A102278 9-2023	9/29/2023	9/29/2023	\$ 1,772.26	Utilities	1765
Colorado Special Districts P&L	24WC-61534-0051	8/14/2023	8/14/2023	\$ 450.00	Prepaid Expenses	1143
Diversified Underground, Inc.	28453	9/30/2023	10/10/2023	\$ 105.00	Miscellaneous	1685
Landtech Landscape/Maintenance	6162	10/2/2023	10/12/2023	\$ 4,258.00	Landscape Maintenance	1640
McGeady Becher, P.C.	1303W 08-2023	8/31/2023	8/31/2023	\$ 1,222.10	Legal	1675
POOP 911	7463571	9/18/2023	9/18/2023	\$ 35.00	Repairs and Maintenance	1740
POOP 911	7463569	9/5/2023	9/5/2023	\$ 35.00	Repairs and Maintenance	1740
POOP 911	7463572	9/25/2023	9/25/2023	\$ 35.00	Repairs and Maintenance	1740
POOP 911	7463570	9/11/2023	9/11/2023	\$ 35.00	Repairs and Maintenance	1740
Special Dist Management Svcs	Sep-23	9/30/2023	9/30/2023	\$ 1,872.00	Management	1680
Special Dist Management Svcs	Sep-23	9/30/2023	9/30/2023	\$ 1,120.00	Accounting	1612
Special Dist Management Svcs	Sep-23	9/30/2023	9/30/2023	\$ 220.40	Billing	1616
Special Dist Management Svcs	Sep-23	9/30/2023	9/30/2023	\$ 810.00	Covenant Control	1610
Special Dist Management Svcs	Sep-23	9/30/2023	9/30/2023	\$ 32.00	Election	1635
Special Dist Management Svcs	Sep-23	9/30/2023	9/30/2023	\$ 67.69	Miscellaneous	1685
UNCC	223090746	9/30/2023	9/30/2023	\$ 7.74	Miscellaneous	1685
Xcel Energy	847216484	10/2/2023	10/2/2023	\$ 16.83	Utilities	1765
Xpress Bill Pay	INV-XPR005215	9/30/2023	9/30/2023	\$ 15.02	Billing	1616
				\$ 12,199.34		

**Highline Crossing Metropolitan District
October-23**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 10,395.23			\$ 10,395.23
Auto-payments	1,804.11	-	-	1,804.11
<hr/>				
Total Disbursements	\$ 12,199.34	\$ -	\$ -	\$ 12,199.34

HIGHLINE CROSSING METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2023

	Operating	Debt Service	Total
Checking:			
Cash in Bank-First Bank	\$ 3,953.15	\$ (290.72)	\$ 3,662.43
Xpress Deposit Account	615.00	-	615.00
UMB Trust Accounts:			
Bond Surplus Fund	-	161,474.15	161,474.15
Bond Fund	-	128,859.85	128,859.85
Reserve Fund	-	131,540.43	131,540.43
Sub Bond Fund	-	123.96	123.96
TOTAL FUNDS:	\$ 4,568.15	\$ 421,707.67	\$ 426,275.82

2023 Mill Levy Information

General Fund	18.000
Debt Service Fund	58.412
Total Certified Mill Levy	76.412

Board of Directors

* Daniel J. Payotelis
 Brian P. O'Sullivan

HIGHLINE CROSSING METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

September 30, 2023

HIGHLINE CROSSING METROPOLITAN DISTRICT
Combined Balance Sheet - All Fund Types and Account Groups
September 30, 2023

	<u>General</u>	<u>Debt Service</u>	<u>Long-Term Debt</u>	<u>Total</u>
Assets				
Cash in Bank-First Bank	\$ 3,953	\$ (291)	\$ -	\$ 3,662
Xpress Deposit Account	615	-	-	615
Bond Surplus Fund	-	161,474	-	161,474
Bond Fund	-	128,860	-	128,860
Reserve Fund	-	131,540	-	131,540
Sub Bond Fund	-	124	-	124
Accounts Receivable	7,089	-	-	7,089
Property Taxes Receivable	18,647	60,498	-	79,145
Total Current Assets	<u>30,304</u>	<u>482,206</u>	<u>-</u>	<u>512,510</u>
Other Debits				
Amount in Debt Service Fund	-	-	418,625	418,625
Amount to be Provided for Debt	-	-	1,605,367	1,605,367
Total Other Debits	<u>-</u>	<u>-</u>	<u>2,023,992</u>	<u>2,023,992</u>
Total Assets	<u>\$ 30,304</u>	<u>\$ 482,206</u>	<u>\$ 2,023,992</u>	<u>\$ 2,536,502</u>
Liabilities				
Accounts Payable	\$ 15,826	\$ -	\$ -	\$ 15,826
Due to City of Aurora	-	\$ 3,082	\$ -	\$ 3,082
Due to Other Funds	-	-	-	-
Bonds Payable - 2017A	-	-	\$ 1,550,000	\$ 1,550,000
Bonds Payable - 2017B	-	-	336,000	336,000
Unpaid Interest - 2017B Bonds	-	-	11,059	11,059
Developer Advance- Operations	-	-	94,563	94,563
Developer Advance- Interest	-	-	32,371	32,371
Total Liabilities	<u>15,826</u>	<u>3,082</u>	<u>2,023,992</u>	<u>2,042,900</u>
Fund Balance	5,817	414,529	-	420,345
Current Year Earnings	(9,986)	4,096	-	(5,889)
Total Fund Balances	<u>(4,169)</u>	<u>418,625</u>	<u>-</u>	<u>414,456</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 30,304</u>	<u>\$ 482,206</u>	<u>\$ 2,023,992</u>	<u>\$ 2,536,502</u>

HIGHLINE CROSSING METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 9 Months Ending
September 30, 2023
General Fund

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>(Unfavorable)</u>	<u>% of Budget</u>
Revenues					
Property Tax Revenue	\$ 17,504	\$ 48,522	\$ 49,666	\$ (1,144)	98%
Specific Ownership Taxes	846	2,212	2,980	(768)	74%
Interest Income	28	44	25	19	175%
Working Capital Fee	-	-	200	(200)	0%
Operations Fee	15,245	46,765	63,000	(16,235)	74%
Design Review Fees	-	200	50	150	400%
Total Revenues	<u>33,624</u>	<u>97,743</u>	<u>115,921</u>	<u>(18,178)</u>	<u>84%</u>
Expenditures					
Covenant Control	2,722	8,424	7,200	(1,224)	117%
Billing	1,262	3,234	4,400	1,166	74%
Accounting	2,928	9,769	10,900	1,131	90%
Audit	-	5,100	5,200	100	98%
Election	240	1,088	1,000	(88)	109%
Landscape Maintenance	14,852	27,626	30,800	3,174	90%
Landscape Improvements	-	-	5,500	5,500	0%
Irrigation Repair	3,312	4,591	5,000	409	92%
Snow Removal	-	3,386	10,000	6,614	34%
Insurance/SDA Dues	-	8,650	8,500	(150)	102%
Legal	6,511	13,710	7,000	(6,710)	196%
Management	3,635	9,412	9,800	388	96%
Miscellaneous	1,821	3,307	2,000	(1,307)	165%
Treasurer's Fees	263	728	745	17	98%
Repairs and Maintenance	1,415	1,970	2,200	230	90%
Fence Repairs	-	-	2,000	2,000	0%
Utilities	5,056	6,733	12,000	5,267	56%
Contingency	-	-	5,000	5,000	0%
Emergency Reserve	-	-	3,478	3,478	0%
Total Expenditures	<u>44,017</u>	<u>107,729</u>	<u>132,723</u>	<u>24,994</u>	<u>81%</u>
Excess (Deficiency) of Revenues Over Expenditures	(10,393)	(9,986)	(16,802)	6,816	
Beginning Fund Balance	6,224	5,817	23,479	(17,662)	
Ending Fund Balance	<u>\$ (4,169)</u>	<u>\$ (4,169)</u>	<u>\$ 6,677</u>	<u>\$ (10,846)</u>	

HIGHLINE CROSSING METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 9 Months Ending
September 30, 2023
Debt Service Fund

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
Revenues					
Property Tax Revenue	\$ 55,689	\$ 154,372	\$ 158,009	\$ (3,637)	98%
Regional Improvement	1,114	3,106	3,162	(56)	98%
Specific Ownership Tax	2,747	7,163	9,481	(2,318)	76%
Interest Income/Other	5,240	12,679	1,200	11,479	1057%
Total Revenues	<u>64,790</u>	<u>177,319</u>	<u>171,852</u>	<u>5,467</u>	<u>103%</u>
Expenditures					
Bond Principal	-	-	15,000	15,000	0%
Bond Interest	-	164,803	85,250	(79,553)	193%
Paying Agent Fees	5,723	6,055	5,500	(555)	110%
Miscellaneous Expense	-	-	250	250	0%
Aurora Expense	-	-	3,115	3,115	0%
Contingency	-	-	10,000	10,000	0%
Treasurer's Fees	837	2,318	2,418	100	96%
Treasurer Fee- Reg Imp	17	46	50	4	93%
Total Expenditures	<u>6,577</u>	<u>173,222</u>	<u>121,583</u>	<u>(51,639)</u>	<u>142%</u>
Excess (Deficiency) of Revenues Over Expenditures	58,214	4,096	50,269	(46,173)	
Beginning Fund Balance	360,412	414,529	409,540	4,989	
Ending Fund Balance	<u>\$ 418,625</u>	<u>\$ 418,625</u>	<u>\$ 459,809</u>	<u>\$ (41,184)</u>	



PK Kaiser, MBA, MS

Assessor

August 24, 2023

OFFICE OF THE ASSESSOR
5334 S. Prince Street
Littleton, CO 80120-1136
Phone: 303-795-4600
TDD: Relay-711
Fax: 303-797-1295
www.arapahoegov.com/assessor
assessor@arapahoegov.com

AUTH 4414 HIGHLINE CROSSING METRO
DIST
C/O PEGGY RIPKO
141 UNION BLVD SUITE 150
LAKEWOOD CO 80228

Code # 4414

CERTIFICATION OF VALUATION

The Arapahoe County Assessor reports a taxable assessed valuation for your taxing entity for 2023 of:

\$3,523,249

The breakdown of the taxable valuation of your property is enclosed.

As further required by CRS 39-5-128(1), you are hereby notified to officially certify your levy to the Board of County Commissioners no later than December 15.

CRS 39-1-111(5) requires that this office transmit a notification by December 10 of any changes to valuation made after the original certification.

PK Kaiser, MBA, MS
Arapahoe County Assessor

enc

CERTIFICATION OF VALUATION BY ARAPAHOE COUNTY ASSESSOR

New Tax Entity YES NO

Date: August 24, 2023

NAME OF TAX ENTITY: HIGHLINE CROSSING METRO DIST

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("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 2023:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	2,759,220
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	3,523,249
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	3,523,249
5. NEW CONSTRUCTION: *	5.	\$	0
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): ⊕	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

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

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

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

⊕ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC 20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2023:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	51,337,413
--	----	----	------------

ADDITIONS TO TAXABLE REAL PROPERTY

2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (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.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

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

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

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

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

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	0
---	----	----	---

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

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **		\$	0
--	--	----	---

** 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.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of _____, Colorado.

On behalf of the _____,
(taxing entity)^A

the _____,
(governing body)^B

of the _____,
(local government)^C

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

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

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

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

Contact person: _____ Daytime phone: () _____
(print)
Signed: _____ Title: _____

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

¹ If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's FINAL certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

- 1. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

- 2. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

CONTRACTS^K:

- 3. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____

- 4. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____

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

HIGHLINE CROSSING METROPOLITAN DISTRICT
Assessed Value, Property Tax and Mill Levy Information

	2022 Actual	2023 Adopted Budget	2024 Preliminary Budget
Assessed Valuation	\$ 2,809,048	\$ 2,759,220	\$ 3,523,249
Mill Levy			
General Fund	18.000	18.000	18.000
ARI	1.114	1.146	1.146
Debt Service Fund	55.664	57.266	57.266
Total Mill Levy	<u>74.778</u>	<u>76.412</u>	<u>76.412</u>
Property Taxes			
General Fund	\$ 50,563	\$ 49,666	\$ 63,418
ARI	3,129	3,162	4,038
Debt Service Fund	156,363	158,009	201,762
Actual/Budgeted Property Taxes	<u>\$ 210,055</u>	<u>\$ 210,837</u>	<u>\$ 269,218</u>

HIGHLINE CROSSING METROPOLITAN DISTRICT

GENERAL FUND 2024 Preliminary Budget with 2022 Actual, 2023 Adopted Budget and 2023 Estimated

	2022 Actual	01/23-06/23 YTD Actual	2023 Adopted Budget	2023 Estimated	2024 Preliminary Budget
BEGINNING FUND BALANCE	\$ 29,829	\$ 6,817	\$ 23,479	\$ 6,817	\$ (35,332)
REVENUE					
Property Tax Revenue	50,563	31,018	49,666	49,666	63,418
Specific Ownership Taxes	3,192	1,366	2,980	2,980	3,805
Interest Income	78	16	25	48	50
Working Capital Fee	1,500	-	200	200	200
Operations Fee	64,680	31,520	63,000	63,000	63,000
Design Review Fees	250	200	50	200	200
Miscellaneous Income	870	-	-	-	-
Total Revenue	121,133	64,119	115,921	116,094	130,673
Total Funds Available	150,962	70,936	139,400	122,911	95,341
EXPENDITURES					
Accounting	11,218	6,841	10,900	13,000	12,000
Audit	4,700	5,100	5,200	5,100	5,200
Insurance/SDA Dues	7,829	8,650	8,500	8,650	8,840
Legal	18,788	7,199	7,000	15,000	10,000
Election	903	848	1,000	848	-
Management	12,476	5,778	9,800	12,000	10,300
Miscellaneous	3,417	1,486	2,000	4,000	10,300
Treasurer's Fees	760	465	745	745	951
Covenant Control	10,490	5,702	7,200	9,000	8,000
Billing	4,456	1,972	4,400	4,400	4,500
Landscape Maintenance	27,849	12,774	30,800	30,800	40,000
Landscape Improvements	-	-	5,500	5,500	4,000
Irrigation Repair	5,687	1,279	5,000	5,000	5,000
Snow Removal	11,899	3,386	10,000	10,000	12,000
Detention Pond Maintenance	-	-	-	2,200	2,200
Operations and Maint Reserve	-	-	-	2,000	1,000
Repairs and Maintenance	1,365	555	2,200	12,000	10,000
Fence Repairs	-	-	2,000	5,000	5,000
Utilities	22,309	1,677	12,000	8,000	10,000
Contingency	-	-	5,000	5,000	5,000
Total Expenditures	144,145	63,712	129,245	158,243	164,291
Transfers and Other Sources (Uses)					
Emergency Reserve	-	-	(3,478)	-	(3,920)
Insurance Claims	30,943	-	-	-	-
Insurance Claims Repairs	(31,943)	-	-	-	-
Total Expenditures Requiring Appropriation	143,146	63,712	132,723	158,243	168,211
ENDING FUND BALANCE	\$ 6,817	\$ 7,224	\$ 6,677	\$ (35,332)	\$ (72,871)

HIGHLINE CROSSING METROPOLITAN DISTRICT

DEBT SERVICE FUND 2024 Preliminary Budget with 2022 Actual, 2023 Adopted Budget and 2023 Estimated

	2022 Actual	01/23-06/23 YTD Actual	2023 Adopted Budget	2023 Estimated	2024 Preliminary Budget
BEGINNING FUND BALANCE	\$ 353,615	\$ 414,529	\$ 409,540	\$ 414,529	\$ 318,185
REVENUE					
Property Tax Revenue	156,363	98,682	158,009	158,009	201,762
Regional Improvement	3,130	1,991	3,162	3,162	4,038
Specific Ownership Tax	10,069	4,416	9,481	9,481	12,106
Interest Income/Other	3,553	7,439	1,200	11,000	8,000
Total Revenue	173,115	112,529	171,852	181,652	225,905
Total Funds Available	526,730	527,057	581,392	596,181	544,091
EXPENDITURES					
Bond Principal	15,000	-	15,000	15,000	15,000
Bond Interest	86,075	164,803	85,250	238,194	233,648
Paying Agent Fees	5,647	332	5,500	8,969	8,000
Miscellaneous Expense	-	-	250	250	250
Treasurer's Fees	2,349	1,481	2,418	2,418	3,087
Aurora Expense	3,082	-	3,115	3,115	3,977
Treasurer Fee- Reg Imp	47	30	50	50	50
Contingency	-	-	10,000	10,000	10,000
Total Expenditures	112,201	166,646	121,583	277,996	274,012
Total Expenditures Requiring Appropriation	112,201	166,646	121,583	277,996	274,012
ENDING FUND BALANCE	\$ 414,529	\$ 360,412	\$ 459,809	\$ 318,185	\$ 270,079

RESOLUTION NO. 2023- 12- ____

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE HIGHLINE CROSSING METROPOLITAN DISTRICT
TO ADOPT THE 2024 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Highline Crossing Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2024 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, 2023, 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 December 6, 2023 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 inter-fund 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 Highline Crossing Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Highline Crossing Metropolitan District for the 2024 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 6th day of December, 2023.

Secretary

(SEAL)

EXHIBIT A
(Budget)

I, Peggy Ripko hereby certify that I am the duly appointed Secretary of the Highline Crossing Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2024, duly adopted at a meeting of the Board of Directors of the Highline Crossing Metropolitan District held on December 6, 2023.

By: _____
Secretary

RESOLUTION NO. 2023- 12- _

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE HIGHLINE CROSSING METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Highline Crossing Metropolitan District (“District”) has adopted the 2024 annual budget in accordance with the Local Government Budget Law on December 6, 2023; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2024 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 the Highline Crossing Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2024 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 2024 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 Arapahoe County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 6th day of December, 2023.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

I, Peggy Ripko, hereby certify that I am the duly appointed Secretary of the Highline Crossing Metropolitan District, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2024, duly adopted at a meeting of the Board of Directors of the Highline Crossing Metropolitan District held on December 6, 2023.

Secretary

RESOLUTION NO. 2023-12-
HIGHLINE CROSSING METROPOLITAN DISTRICT
AMENDING POLICY ON COLORADO OPEN RECORDS ACT REQUESTS

A. On September 23, 2016, Highline Crossing Metropolitan District (the “**District**”) adopted Resolution No. 2016-09-09 Regarding Colorado Open Records Act Requests, and subsequently amended on June 14, 2021 (the “**Resolution**”), in which the District adopted a policy related to Colorado Open Records Act Requests (the “**Policy**”).

B. In 2023, the Colorado General Assembly enacted Senate Bill 23-286, which provided for certain changes in the law related to Colorado Open Records Act Requests

C. The District desires to amend the Policy due to the legislative changes set forth in Senate Bill 23-286.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Highline Crossing Metropolitan District, Arapahoe County, Colorado:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Resolution.

2. Amendments to Policy. The Policy is hereby amended as follows:

(a) Amendment to Section 3 of the Resolution. Section 3 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“3. Within the period specified in Section 24-72-203(3)(a), C.R.S., as amended from time to time, the Official Custodian shall notify the record requester that a copy of the record is available, but will only be sent to the requester once the custodian either receives payment or makes arrangements for receiving payment for all costs associated with records transmission and for all other fees lawfully allowed, unless recovery of all or any portion of such costs or fees has been waived by the Official Custodian, or where prohibited or limited by law. Upon either receiving such payment or making arrangements to receive such payment at a later date, the Official Custodian shall provide the record(s) to the requester as soon as practicable, but no more than three (3) business days after receipt of, or making arrangements to receive, such payment.”

(b) Amendment to Section 5 of the Resolution. Section 5 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“5. The Official Custodian shall not charge a per-page fee for providing records in a digital or electronic format.”

(c) Amendment to Section 7 of the Resolution. Section 7 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“7. All requests for copies or inspection of public records of the District shall be submitted to the Official Custodian in writing. Such requests shall be delivered by the Official Custodian to the District’s legal counsel for review and legal advice regarding the lawful availability of records requested and related matters, including without limitation, whether to deny inspection or production of certain records or information for reasons set forth in Sections 24-72-204(2) and (3), C.R.S., as amended from time to time. The District may, from time to time, designate specific records for which written requests are not required and with respect to which review by legal counsel is not required; i.e., service plans, rules and regulations, minutes, etc. Such designations shall occur in the minutes of the meetings of the District.”

3. Except as expressly set forth herein, the Resolution continues to be effective without modification.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2023-12-____]

RESOLUTION APPROVED AND ADOPTED ON December 6, 2023.

**HIGHLINE CROSSING
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary



PROPOSAL SUBMITTED TO: Special District Management Services, Inc.
ADDRESS: 141 Union Blvd.
Lakewood, CO 80228
CONTACT: Michelle Gardner
PHONE: 303-987-0835
EMAIL: mgardner@sdmsi.com

DATE: Friday, October 27, 2023
JOB NAME AND ADDRESS: Highline Crossing
E Mississippi Ave & S Yampa St SW Corner of intersection, Aurora, CO 80017

Concrete Repair \$14,235
Repair wall that was demolished by vehicle
Install a new concrete panel - 14' W x 6' H x 4" D
Wrap concrete panel with stucco to match existing texture and color as best as possible
Haul away old concrete
Order a new column to match existing pre fabricated columns

"If for any reason the pre fabricated columns are too far out or out of stock, we will build one on site to match existing prefabricated columns as close as reasonably possible"

Accepted by:

SDMS (print name & sign)

Date

initial

Upon signing above, I issue my personal guarantee of payment, which will be remitted upon invoice. Additional charges of 3.5% for credit card usage. All invoices are due and payable upon receipt. In the event the amount of an invoice is not paid within 30 days from the date of the invoice, the account shall be deemed to be in default and Contractor reserves the right to cease any further work until the account is brought current. Any invoice not paid within 30 days from the date of the invoice shall accrue interest at the maximum lawful rate of 1-1/2% per month, not to exceed 19% per annum. Owner/Customer agrees to indemnify the Contractor harmless from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including all reasonable attorney fees, court cost, etc. All services in Denver County subject to Denver County Tax



Upon signing above, I issue my personal guarantee of payment, which will be remitted upon invoice. Additional charges of 3.5% for credit card usage. All invoices are due and payable upon receipt. In the event the amount of an invoice is not paid within 30 days from the date of the invoice, the account shall be deemed to be in default and Contractor reserves the right to cease any further work until the account is brought current. Any invoice not paid within 30 days from the date of the invoice shall accrue interest at the maximum lawful rate of 1-1/2% per month, not to exceed 19% per annum. Owner/Customer agrees to indemnify the Contractor harmless from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including all reasonable attorney fees, court cost, etc.

All services in Denver County subject to Denver County Tax

SERVICE AGREEMENT FOR WALL REPAIR

THIS SERVICE AGREEMENT FOR WALL REPAIR (“Agreement”) is entered into and effective as of the 17th day of November, 2023, by and between **HIGHLINE CROSSING METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **HARTCO, LLC, DBA COMMON AREA MAINTENANCE**, a Delaware limited liability company (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District’s consultants to assure that the District

has the most complete information available for the exercise of the District's powers and discretionary authority.

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

1.2 Limitations on Authority.

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

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

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

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

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

execute any documents required under this Section 1.5, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.5. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit B** attached hereto with a total contract price not to exceed Fourteen Thousand Two Hundred Thirty-Five Dollars (\$14,235.00), 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 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.

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an

additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Highline Crossing Metropolitan District
141 Union Blvd., Suite 150
Lakewood, CO 80228
Phone: (303) 987-0835
Email: pripko@sdmsi.com
Attn: Peggy Ripko

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

To Consultant: Hartco, LLC, dba Common Area Maintenance
2525 W. 64th Avenue
Denver, CO 80221
Phone: (303) 295-2424
Email: brooke@camcolorado.com
Attn: Brooke Cowdrey

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT FOR WALL REPAIR]

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

Consultant:

HARTCO, LLC, DBA COMMON AREA MAINTENANCE

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of Hartco, LLC, dba Common Area Maintenance.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:

HIGHLINE CROSSING METROPOLITAN DISTRICT

By: _____

Its: President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Daniel Payotelis, as President of Highline Crossing Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
SCOPE OF SERVICES

CONCRETE REPAIR

- Repair wall that was demolished by vehicle.
- Install a new concrete panel – 14' W x 6' H x 4" D.
- Wrap concrete panel with stucco to match existing texture and color as best as possible.
- Haul away old concrete.
- Order a new column to match existing prefabricated columns.
 - If for any reason the prefabricated columns are too far out to be ordered or are out of stock, the Consultant will build one on-site to match the existing prefabricated columns as closely as reasonably possible.

See Exhibit A-1 for photos of the affected area.

EXHIBIT A-1



**EXHIBIT B
COMPENSATION**

CONTRACT PRICE:

The total contract price is Fourteen Thousand Two Hundred Thirty-Five Dollars (\$14,235.00).

If paid via credit card, an additional charge of 3.5% will be added to the total contract price. All invoices are due and payable upon receipt. In the event that the amount of an invoice is not paid within 30 days of the date of the invoice, the account shall be deemed to be in default and the Consultant reserves the right to cease any further work until the account is brought current. Any invoice not paid within 30 days of the date of the invoice shall accrue interest at the maximum lawful rate of 1.5% per month, not to exceed 18% per annum.

The District agrees to indemnify and hold the Consultant harmless from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including all reasonable attorney fees, court cost, etc., in such amount that is directly attributable to the District.

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:	
By:	_____
	District

APPROVED:	
By:	_____
	Consultant



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: October 12, 2023

RE: Notice of 2024 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 (6.0%) 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.