

HIGHLINE CROSSING METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032
www.Colorado.gov/hcrossmd

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Daniel Payotelis	Treasurer	2023/May 2023
VACANT		2025/May 2023
VACANT		2023/May 2023
VACANT		2025/May 2023
VACANT		2023/May 2023
David Solin	Secretary	

DATE: June 20, 2022 (Monday)

TIME: 6:00 P.M.

PLACE: *This meeting will be held via telephone conference without any individuals (neither District representatives nor the general public) attending in person. The meeting can be joined through the directions below:*

TO ATTEND THIS MEETING, DIAL THE PHONE NUMBER BELOW, AND ENTER THE INDICATED ID NUMBER AND PASSCODE WHEN PROMPTED:

Phone: 1-669-900-6833

ID Number: 5469119353

Passcode: 912873

I. PUBLIC COMMENTS

A. _____

II. ADMINISTRATIVE MATTERS

A. Confirm Quorum and Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda, confirm location of the meeting and posting of meeting notices and designate 24-hour posting location.

C. Discuss results of cancelled May 3, 2022 Regular Election for Directors (enclosure).

D. Confirm Filing of Oaths of Office.

E. Discuss vacancies on the Board and consider the appointment of eligible electors to the Board of Directors. Administer Oath(s) of Office.

F. Consider appointment of Officers:

President _____

Treasurer _____

Secretary _____

Asst. Secretary _____

G. Consider approval of the Minutes from November 15, 2021 special meeting (enclosure).

II. COVENANT CONTROL/COMMUNITY MANAGEMENT

A. Community Manager's Report.

B. Ratify approval of Service Agreement between the District and CDI Environmental Contractor Inc. for 2022 Landscape Maintenance Services (enclosure).

C. Ratify approval of Change Order No. 1 to the Service Agreement between the District and CDI Environmental Contractor Inc. for repairs to Privacy Wall and Monument (enclosure).

D. Ratify approval of Change Order No. 2 to the Service Agreement between the District and CDI Environmental Contractor Inc. for additional repairs to Privacy Wall and Monument (enclosure).

E. Ratify approval of Service Agreement between the District and CDI Environmental Contractor Inc. for 2021-2022 Snow Removal Services (enclosure).

III. FINANCIAL MATTERS

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

Fund	Period Ending Nov. 31, 2021	Period Ending Dec. 31, 2021	Period Ending Jan. 31, 2022	Period Ending Feb. 28, 2022
General	\$ 3,815.69	\$ 4,403.22	\$ 10,766.82	\$ 8,752.53
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 3,815.69	\$ 4,403.22	\$ 10,766.82	\$ 8,752.53

Fund	Period Ending March 31, 2022	Period Ending April 30, 2022	Period Ending May 31, 2022
General	\$ 14,131.69	\$ 9,223.33	\$ 7,910.19
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-
Total	\$ -14,131.69	\$ 9,223.33	\$ 7,910.19

B. Review and accept unaudited financial statements through the period ending March 31, 2022 (enclosure).

C. Consider approval of the 2021 Audit and authorize execution of the Representations Letter (enclosures).

IV. LEGAL MATTERS

A. _____

V. OTHER BUSINESS

A. _____

VI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 21, 2022.**

NOTICE OF CANCELLATION
and
CERTIFIED STATEMENT OF RESULTS
§1-13.5-513(6), 32-1-104, 1-11-103(3) C.R.S.

NOTICE IS HEREBY GIVEN by the Highline Crossing Metropolitan District, Arapahoe County, Colorado, that at the close of business on the sixty-third day before the election, there were not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates; therefore, the election to be held on May 3, 2022 is hereby canceled pursuant to section 1-13.5-513(6) C.R.S.

The following candidates are declared elected for the following terms of office:

<u>Name</u>	<u>Term</u>
Daniel J. Payotelis	Next Regular Election, May 2023
VACANT	Next Regular Election, May 2023
VACANT	Next Regular Election, May 2023
VACANT	Second Regular Election, May 2025
VACANT	Second Regular Election, May 2025

/s/David Solin
(Designated Election Official)

Contact Person for the District:	David Solin
Telephone Number of the District:	303-987-0835
Address of the District:	141 Union Boulevard, Suite 150, Lakewood, CO 80228
District Facsimile Number:	303-987-2032
District Email:	dsolin@sdmsi.com

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE HIGHLINE CROSSING METROPOLITAN DISTRICT HELD NOVEMBER 15, 2021

A special meeting of the Board of Directors of the Highline Crossing Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, November 15, 2021 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:

Doug Secord
Daniel Payotelis
William Moore

Also In Attendance Was:

David Solin; Special District Management Services, Inc.
Paula Williams, Esq.; McGeady Becher P.C.
Bryan Sullivan; Resident

**PUBLIC
COMMENTS**

There were no public comments.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: Mr. Solin 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. No disclosures were made and it was noted that all Directors are residents of the District.

**ADMINISTRATIVE
MATTERS**

Agenda: Mr. Solin 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 Secord, seconded by Director Moore and, upon vote, unanimously carried, the Agenda was approved, as amended.

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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 taxing electors within the District's boundaries.

Minutes: The Board reviewed the Minutes of the June 14, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Moore, seconded by Director Secord and, upon vote, unanimously carried, the Minutes of the June 14, 2021 Special Meeting were approved.

Resolution No. 2021-11-01 Establishing Regular 2022 Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices: The Board discussed Resolution No. 2021-11-01 Establishing Regular 2022 Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.

Mr. Solin reviewed the business to be conducted in 2022 to meet the statutory compliance requirements. The Board determined to meet on June 20, 2022 and November 21, 2022 at 6:00 p.m., via conference call.

Following discussion, upon a motion duly made by Director Moore, seconded by Director Payotelis and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-11-01 Establishing Regular 2022 Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.

§32-1-809, C.R.S. Reporting Requirements (Transparency Notice): The Board discussed §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2022.

Following discussion, the Board determined to post the required transparency notice information on the Special District Association's website and the District website.

FINANCIAL MATTERS

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

Fund	Period Ending June 30, 2021	Period Ending July 22, 2021	Period Ending Aug. 31, 2021	Period Ending Sept. 30, 2021
General	\$ 13,562.42	\$ 12,910.27	\$ 11,020.33	\$ 6,813.29
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 13,562.42			

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Fund	Period Ending Oct. 22, 2021
General	\$ 8,691.40
Debt	\$ -0-
Capital	\$ -0-
Total	\$ 8,691.40

Following discussion, upon a motion duly made by Director Secord, seconded by Director Payotelis and, upon vote, unanimously carried, the Board ratified the payment of claims as presented.

Unaudited Financial Statements: Mr. Solin presented to the Board the unaudited financial statements and statement of cash position for the period ending September 30, 2021.

Following review, upon motion duly made by Director Moore, seconded by Director Payotelis and, upon vote, unanimously carried, the Board accepted the unaudited financial statements and schedule of cash position for the period ending September 30, 2021.

2021 Audit Preparation: The Board reviewed the engagement letter from Schilling & Company, Inc., to perform the 2021 Audit.

Following discussion, upon a motion duly made by Director Payotelis, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the engagement of Schilling & Company, Inc. to perform the 2021 Audit, in an amount not to exceed \$5,250.

Public Hearing on 2021 Budget Amendment: The President opened the public hearing to consider a Resolution to Amend the 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2021 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Following discussion, the Board determined that a 2021 Budget Amendment was not needed.

Appointment of Acting President: Director Secord departed the meeting prior to the Public Hearing for 2022 Budget.

Following discussion, upon motion duly made by Director Payotelis seconded by

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Director Moore and, upon vote, unanimously carried, Director Payotelis was appointed Acting President for the remainder of the meeting.

Public Hearing on 2022 Budget: The President opened the public hearing to consider the proposed 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of 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.

Mr. Solin and the Board reviewed the estimated 2021 expenditures and the proposed 2022 expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2021-11-02; Resolution to Adopt the 2022 Budget and Appropriate Sums of Money and Resolution No. 2021-11-03; Resolution to Set Mill Levies for the General Fund at 18.000 mills and the Debt Service Fund at 55.664 mills, and ARI levy at 1.114 mills, for a total mill levy of 74.778 mills. Upon motion duly made by Director Payotelis, seconded by Director Moore and, upon vote, unanimously carried, the Resolutions were adopted, as discussed subject to final assessed valuation, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of the final Certification of Assessed Valuation from the County on or before December 10, 2021. Mr. Solin was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Arapahoe County, not later than December 15, 2021. Mr. Solin was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2022. Copies of the adopted Resolutions are attached to these minutes and incorporated herein by this reference.

DLG-70 Mill Levy Certification Form: The Board considered 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.

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

Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the District Service Plan: The Board reviewed Resolution No. 2021-11-04,

Resolution Authorizing Adjustment of the District Mill Levy in Accordance with

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the District Service Plan.

Following discussion, upon motion duly made by Director Payotelis, seconded by Director Moore, and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-11-04, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the District Service Plan. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference

2023 Budget Preparation: The Board discussed appointing the District Accountant to prepare the 2023 Budget and setting the date for the Public Hearing to adopt the 2023 Budget for November 21, 2022.

Following discussion, upon motion duly made by Director Payotelis seconded by Director Moore and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2023 Budget and set the date for the Public Hearing to adopt the 2023 Budget for November 21, 2022.

Amendment to Fee Resolution to Increase Operations and Maintenance Fee: The Board discussed an amendment to the Fee Resolution to Increase the Operations and Maintenance Fee.

Following discussion, upon motion duly made by Director Payotelis, seconded by Director Moore, and, upon vote, unanimously carried, the Board authorized the amendment to the Fee Resolution to Increase the Operations and Maintenance Fee to \$1,000 per year, or \$250 per quarter.

Approvers for Bill.com: The Board discussed approvers for Bill.com.

Following discussion, upon motion duly made by Director Moore, seconded by Director Payotelis, and, upon vote, unanimously carried, the Board appointed Directors Payotelis and Moore as approvers on Bill.com. It was noted that PDF invoices would be sent in advance for review and approval.

LEGAL MATTERS **Resolution Calling May 3, 2022 Director Election:** The board discussed the May 3, 2022 election. Following discussion, upon a motion duly made by Director Payotelis, seconded by Director Moore, and upon vote unanimously carried, the Board adopted a Resolution Calling a May 3, 2022 Directors' Election which appointed David Solin as the Designated Election Official ("DEO"), and authorized him to perform all tasks required for the May 3, 2022 Regular Election of the Board of Directors for the conduct of a mail ballot election.

COVENANT **Community Manager's Report:** The Community Manager's Report was not

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CONTROL/ COMMUNITY MANAGEMENT

available for discussion.

Proposal from Rocky Mountain Tree Care for Landscape Enhancement: Mr. Solin discussed a Proposal between the District and Rocky Mountain Tree Care for landscape enhancement. No action was taken at this time.

Proposal from CDI Environmental Contractor for 2022 Landscape Maintenance: The Board discussed a proposal from CDI Environmental Contractor for 2022 landscape maintenance.

Following discussion, upon motion duly made by Director Moore, seconded by Director Payotelis, and, upon vote, unanimously carried, the Board approved the proposal from CDI Environmental Contractor for 2022 landscape maintenance.

Proposal from CDI Environmental Contractor for 2021-2022 Snow Removal Services: The Board discussed a proposal from CDI Environmental Contractor for 2021-2022 snow removal services.

Following discussion, upon motion duly made by Director Moore, seconded by Director Payotelis, and, upon vote, unanimously carried, the Board approved the proposal from CDI Environmental Contractor for 2021-2022 snow removal services.

OTHER BUSINESS **Acknowledge Resignation of Doug Secord from the Board of Directors:**

Following discussion, upon motion duly made by Director Payotelis, seconded by Director Moore, and, upon vote, unanimously carried, the Board acknowledged the resignation of Director Doug Secord from the Board of Directors, effective at the end of the November 15, 2021 meeting.

Appointment of Officers: Following discussion, upon motion duly made by Director Payotelis, seconded by Director Moore, and upon vote unanimously carried, the following slate of officers were appointed for the District:

President:	Daniel Payotelis
Treasurer:	William Moore
Secretary:	Vacant
Assistant Secretaries:	Vacant

ADJOURNMENT

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

Respectfully submitted,

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By: _____
Secretary for the Meeting

SERVICE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

THIS SERVICE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES (“**Agreement**”) is entered into and effective as of this 1st day of December, 2021, by and between **HIGHLINE CROSSING METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **CDI ENVIRONMENTAL CONTRACTOR INC.**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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; and

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; and

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 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit B** attached hereto and made a part hereof by this reference.

1.6 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 1.6, 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 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto, 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 January 1, 2022, 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. 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.

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.

(v) Professional Liability Insurance Coverage. The Consultant shall obtain and, continuously thereafter for eight (8) years from the date of substantial completion of the design, maintain in full force and effect a claims made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate. The Consultant shall be solely responsible for the payment of all deductibles. Consultant's deductibles or Consultant's self-insured retentions shall be approved by the District.

(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 Federal Express or other nationally recognized overnight air courier service, by

electronically-confirmed facsimile 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
Fax: 303-987-2032
Email: dsolin@sdmsi.com
Attn: David Solin

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Email: pwilliams@specialdistrictlaw.com
Attn: Paula Williams, Esq.

To Consultant: CDI Environmental Contractor, Inc.
5585 W. Airport Rd.
Sedalia, CO 80135
Phone: (303) 471-1522
Email: ZaccW@cdi-services.com
Attn: Zacc Wair

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
CDI ENVIRONMENTAL, INC.

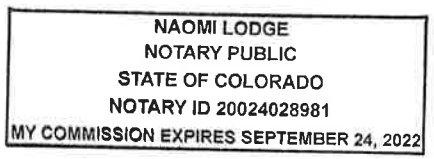
By: *[Signature]*
Its: Vice President/Director of Estimating

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 7th day of December, 20 21, by Jamie Salisbury, as VP/Director of Estimating of Consolidated Divisions Inc.

Witness my hand and official seal.

My commission expires: 09/24/22



Naomi Lodge
Notary Public

District:
HIGHLINE CROSSING METROPOLITAN DISTRICT

By: _____
President

STATE OF COLORADO)
COUNTY OF _____) ss.

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
CDI ENVIRONMENTAL, INC.

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
HIGHLINE CROSSING METROPOLITAN DISTRICT

By: Daniel Papotekis
President

STATE OF COLORADO)
COUNTY OF Denver) ss.
)

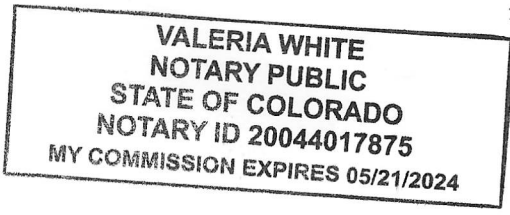
The foregoing instrument was acknowledged before me this 15th day of Dec, 2021, by Daniel Papotekis, as President of Highline Crossing Metropolitan District.

Witness my hand and official seal.

My commission expires: 5/21/24

Valeria White

Notary Public



Highline Crossing Metro District
Snow Removal Services Request for Proposal

Proposal Submission Deadline: July 31, 2021

Proposal Submitted by: CDI

CONTRACT SERVICES

ACTIVITY

UNIT PRICE

Time/Material Pricing

Equipment

Pick Up with 7.5 Plow	\$ <u>105</u> Per Hour
Laborer-Shoveling	\$ <u>47</u> Per Hour
Snow Blower	\$ <u>60</u> Per Hour
ATV with blade	\$ <u>75</u> Per Hour
Skid Steer with bucket	\$ <u>160</u> Per Hour
Skid Steer with pusher	\$ <u>160</u> Per Hour
Front End Loader with bucket	\$ <u>220</u> Per Hour
Front End Loader with box pusher	\$ <u>220</u> Per Hour
Dump Truck 10 yards	\$ <u>115</u> Per Hour
Slicer Truck	\$ <u>115</u> Per Hour
Obstacle identification services plus \$ <u>4</u>	
Slicer	\$ <u>210</u> Per Ton
Ice Melt	\$ <u>45</u> Per Bag



ENVIRONMENTAL CONTRACTOR

5585 W Airport Rd

Seattle, Colorado 80135

☎ 303-471-1529 | 📠 303-470-3097 | 🌐 www.cdienvironmental.com

To: SDMS	Contact: Robert Graham
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835
	Fax: 303-987-2032
Project Name: Highline Crossing - 2022 Maintenance	Bid Number:
Project Location: Aurora, CO	Bid Date: 7/30/2021
Addendum #: N/a	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Summer Weekly Services: Mow, Trim, Blow, Bed Weeding, Trash Pick Up, Edging 13 Times, Spray Tree Rings 3 Times	26.00	EACH	\$570.50	\$14,833.00
Pruning Shrubs And Trees: Shrub Pruning 2x Tree Pruning Up To 12' 1x	2.00	EACH	\$850.00	\$1,700.00
Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$721.50	\$721.50
Spring Clean Up: Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$410.00	\$410.00
Fall Clean Up: Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	2.00	EACH	\$433.50	\$867.00
Aeration Of All Turf Areas:	2.00	EACH	\$116.50	\$233.00
Turf Fertilization And Broadleaf Herbicide: (Traditional) 3 Application Of 24-4-10 Fertilizer And One Pre-emergent 3 Applications Of Post Emergent Broadleaf Weed Control	6.00	EACH	\$155.50	\$933.00
Shrub Bed Fertilization Slow Release Granular Application	1.00	EACH	\$545.00	\$545.00
Winter Trash Removal: Police Property For Trash, Excludes Pick Up Of Hazardous Materials Or Dead Animals	26.00	EACH	\$64.00	\$1,664.00
Irrigation Checks: Weekly Irrigation Checks	24.00	EACH	\$72.15	\$1,731.60
Irrigation System Spring Start Up:	1.00	EACH	\$287.50	\$287.50
Irrigation System Winterization: (1 Time)	1.00	EACH	\$301.50	\$301.50
Native Grass Field Mowing: (Two Occurrences) Includes String Trimming Around Obstacles Such As Trees, Include String Trimming Of Fence Lines, Includes Spraying Herbicide Along Fence Lines And Around Posts	2.00	EACH	\$183.00	\$366.00
Native Grass Beauty Band Mowing: (6 Occurrences)	6.00	EACH	\$86.80	\$520.80
Native Grass - Broadleaf Herbicide: (Spot Application) 3 Spot Applications Of A Broadleaf Herbicide Does Not Control Grassy Weeds.	3.00	EACH	\$223.00	\$669.00
Tree Wrapping And Unwrapping: Wrap Trees In Fall And Unwrap In Spring	1.00	EACH	\$763.50	\$763.50
Pond Sediment Removal	2.00	EACH	\$651.50	\$1,303.00

Total Bid Price: \$27,849.40

Notes:

- Irrigation rates will be \$ 72.00 per hour for a irrigation technician, \$ 55.00 for irrigation labor and any necessary materials will be additional.
- **This proposal is good for 60 days following the date given on the proposal.**

**Consolidated Divisions, Inc. dba CDI | ENVIRONMENTAL CONTRACTOR
An Equal Opportunity Employer**



ENVIRONMENTAL CONTRACTOR

5585 W Airport Rd

Secular, Colorado 80135

☎ 303-471-1527 ☎ 303-470-3057 #cdi-services.com

To: SDMS Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Contact: Robert Graham Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Highline Crossing - 2022 Maintenance Project Location: Aurora, CO Addendum #: N/a	Bid Number: Bid Date: 7/30/2021

Payment Terms:

Payment due 30 days from invoice.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Consolidated Divisions, Inc Dba CDI Environmental Contractors Authorized Signature: _____ Estimator: Cory France 303-501-5697 coryf@cdi-services.com
---	---

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

(See Attached)



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

To: SDMS	Contact: Robert Graham
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Highline Crossing - 2022 Maintenance	Bid Number:
Project Location: Aurora, CO	Bid Date: 7/30/2021
Addendum #: N/a	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Summer Weekly Services: Mow, Trim, Blow, Bed Weeding, Trash Pick Up, Edging 13 Times, Spray Tree Rings 3 Times	26.00	EACH	\$570.50	\$14,833.00
Pruning Shrubs And Trees: Shrub Pruning 2x Tree Pruning Up To 12' 1x	2.00	EACH	\$850.00	\$1,700.00
Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$721.50	\$721.50
Spring Clean Up: Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$410.00	\$410.00
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Turf Fertilization And Broadleaf Herbicide: (Traditional) 3 Application Of 24-4-10 Fertilizer And One Pre-emergent 3 Applications Of Post Emergent Broadleaf Weed Control	6.00	EACH	\$155.50	\$933.00
Shrub Bed Fertilization Slow Release Granular Application	1.00	EACH	\$545.00	\$545.00
Winter Trash Removal: Police Property For Trash, Excludes Pick Up Of Hazardous Materials Or Dead Animals	26.00	EACH	\$64.00	\$1,664.00
Irrigation Checks: Weekly Irrigation Checks	24.00	EACH	\$72.15	\$1,731.60
Irrigation System Spring Start Up:	1.00	EACH	\$287.50	\$287.50
Irrigation System Winterization: (1 Time)	1.00	EACH	\$301.50	\$301.50
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Native Grass Beauty Band Mowing: (6 Occurrences)	6.00	EACH	\$86.80	\$520.80
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Pond Sediment Removal	2.00	EACH	\$651.50	\$1,303.00

Total Bid Price: \$27,849.40

Notes:

- Irrigation rates will be \$ 72.00 per hour for a irrigation technician, \$ 55.00 for irrigation labor and any necessary materials will be additional.
- **This proposal is good for 60 days following the date given on the proposal.**
-

Consolidated Divisions, Inc. dba **CDI** ENVIRONMENTAL CONTRACTOR
An Equal Opportunity Employer



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd
Sedalia, Colorado 80135

303.471.1522 303.470.3197 sales@cdi-services.com

To: SDMS Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Contact: Robert Graham Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Highline Crossing - 2022 Maintenance Project Location: Aurora, CO Addendum #: N/a	Bid Number: Bid Date: 7/30/2021

Payment Terms:

Payment due 30 days from invoice.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Consolidated Divisions, Inc Db a CDI Environmental Contractors Authorized Signature: _____ Estimator: Cory France 303-501-5697 coryf@cdi-services.com
---	--

EXHIBIT B
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5–102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

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

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

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

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5–102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

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

SERVICE AGREEMENT FOR SNOW REMOVAL SERVICES

THIS SERVICE AGREEMENT FOR SNOW REMOVAL SERVICES (“**Agreement**”) is entered into and effective as of this 1st day of December, 2021, by and between **HIGHLINE CROSSING METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **CDI ENVIRONMENTAL CONTRACTOR INC.**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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; and

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; and

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 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit B** attached hereto and made a part hereof by this reference.

1.6 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 1.6, 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 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto, 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 November 1, 2021, 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. 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.

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.

(v) Professional Liability Insurance Coverage. The Consultant shall obtain and, continuously thereafter for eight (8) years from the date of substantial completion of the design, maintain in full force and effect a claims made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate. The Consultant shall be solely responsible for the payment of all deductibles. Consultant's deductibles or Consultant's self-insured retentions shall be approved by the District.

(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 Federal Express or other nationally recognized overnight air courier service, by

electronically-confirmed facsimile 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
Fax: 303-987-2032
Email: dsolin@sdmsi.com
Attn: David Solin

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Email: pwilliams@specialdistrictlaw.com
Attn: Paula Williams, Esq.

To Consultant: CDI Environmental Contractor, Inc.
5585 W. Airport Rd.
Sedalia, CO 80135
Phone: (303) 471-1522
Email: ZaccW@cdi-services.com
Attn: Zacc Wair

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

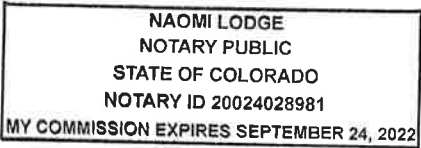
Consultant:
CDI ENVIRONMENTAL, INC.
By: [Signature]
Its: Vice President/Director of Estimating

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 7th day of December, 2021, by Jamie Salisbury, as VP/Director of Estimating of Consolidated Divisions Inc.

Witness my hand and official seal.

My commission expires: 09/24/22



[Signature]
Notary Public

District:
HIGHLINE CROSSING METROPOLITAN DISTRICT
By: _____
President

STATE OF COLORADO)
COUNTY OF _____) ss.

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
CDI ENVIRONMENTAL, INC.

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
HIGHLINE CROSSING METROPOLITAN DISTRICT

By: *Daniel Papotekis*
President

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

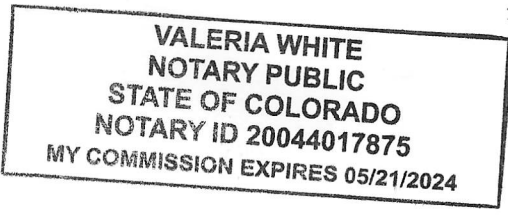
The foregoing instrument was acknowledged before me this 15th day of Dec, 20 21, by Daniel Papotekis, as President of Highline Crossing Metropolitan District.

Witness my hand and official seal.

My commission expires: 5/21/24

Valeria White

Notary Public



Highline Crossing Metro District
Snow Removal Services Request for Proposal

Proposal Submission Deadline: July 31, 2021

Proposal Submitted by: CDI

CONTRACT SERVICES

ACTIVITY

UNIT PRICE

Time/Material Pricing

Equipment

Pick Up with 7.5 Plow	\$ <u>105</u> Per Hour
Laborer-Shoveling	\$ <u>47</u> Per Hour
Snow Blower	\$ <u>60</u> Per Hour
ATV with blade	\$ <u>75</u> Per Hour
Skid Steer with bucket	\$ <u>160</u> Per Hour
Skid Steer with pusher	\$ <u>160</u> Per Hour
Front End Loader with bucket	\$ <u>220</u> Per Hour
Front End Loader with box pusher	\$ <u>220</u> Per Hour
Dump Truck 10 yards	\$ <u>115</u> Per Hour
Slicer Truck	\$ <u>115</u> Per Hour
Obstacle identification services plus \$ <u>4</u>	
Slicer	\$ <u>210</u> Per Ton
Ice Melt	\$ <u>45</u> Per Bag



ENVIRONMENTAL CONTRACTOR

5585 W Airport Rd

Seattle, Colorado 80135

☎ 303-471-1529 | 📠 303-470-3097 | 🌐 www.cdienvironmental.com

To: SDMS	Contact: Robert Graham
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835
	Fax: 303-987-2032
Project Name: Highline Crossing - 2022 Maintenance	Bid Number:
Project Location: Aurora, CO	Bid Date: 7/30/2021
Addendum #: N/a	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Summer Weekly Services: Mow, Trim, Blow, Bed Weeding, Trash Pick Up, Edging 13 Times, Spray Tree Rings 3 Times	26.00	EACH	\$570.50	\$14,833.00
Pruning Shrubs And Trees: Shrub Pruning 2x Tree Pruning Up To 12' 1x	2.00	EACH	\$850.00	\$1,700.00
Pre-emergent Herbicide: Application To Landscape Beds:	1.00	EACH	\$721.50	\$721.50
Spring Clean Up: Cut Ornamental Grasses Back, Remove Pine Needles, And Blow Debris Out Of Beds	1.00	EACH	\$410.00	\$410.00
Fall Clean Up: Leaf Removal From All Landscape Areas, Cut Back Herbaceous Perennials	2.00	EACH	\$433.50	\$867.00
Aeration Of All Turf Areas:	2.00	EACH	\$116.50	\$233.00
Turf Fertilization And Broadleaf Herbicide: (Traditional) 3 Application Of 24-4-10 Fertilizer And One Pre-emergent 3 Applications Of Post Emergent Broadleaf Weed Control	6.00	EACH	\$155.50	\$933.00
Shrub Bed Fertilization Slow Release Granular Application	1.00	EACH	\$545.00	\$545.00
Winter Trash Removal: Police Property For Trash, Excludes Pick Up Of Hazardous Materials Or Dead Animals	26.00	EACH	\$64.00	\$1,664.00
Irrigation Checks: Weekly Irrigation Checks	24.00	EACH	\$72.15	\$1,731.60
Irrigation System Spring Start Up:	1.00	EACH	\$287.50	\$287.50
Irrigation System Winterization: (1 Time)	1.00	EACH	\$301.50	\$301.50
Native Grass Field Mowing: (Two Occurrences) Includes String Trimming Around Obstacles Such As Trees, Include String Trimming Of Fence Lines, Includes Spraying Herbicide Along Fence Lines And Around Posts	2.00	EACH	\$183.00	\$366.00
Native Grass Beauty Band Mowing: (6 Occurrences)	6.00	EACH	\$86.80	\$520.80
Native Grass - Broadleaf Herbicide: (Spot Application) 3 Spot Applications Of A Broadleaf Herbicide Does Not Control Grassy Weeds.	3.00	EACH	\$223.00	\$669.00
Tree Wrapping And Unwrapping: Wrap Trees In Fall And Unwrap In Spring	1.00	EACH	\$763.50	\$763.50
Pond Sediment Removal	2.00	EACH	\$651.50	\$1,303.00

Total Bid Price: \$27,849.40

Notes:

- Irrigation rates will be \$ 72.00 per hour for a irrigation technician, \$ 55.00 for irrigation labor and any necessary materials will be additional.
- **This proposal is good for 60 days following the date given on the proposal.**

**Consolidated Divisions, Inc. dba CDI | ENVIRONMENTAL CONTRACTOR
An Equal Opportunity Employer**



ENVIRONMENTAL CONTRACTOR

5585 W Airport Rd

Secular, Colorado 80135

☎ 303-470-3527 ☎ 303-470-3557 #cdi-services.com

To: SDMS Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Contact: Robert Graham Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Highline Crossing - 2022 Maintenance Project Location: Aurora, CO Addendum #: N/a	Bid Number: Bid Date: 7/30/2021

Payment Terms:

Payment due 30 days from invoice.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Consolidated Divisions, Inc Dba CDI Environmental Contractors Authorized Signature: _____ Estimator: Cory France 303-501-5697 coryf@cdi-services.com
---	---

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

(See Attached)

Highline Crossing Metro District
Snow Removal Services Request for Proposal

Proposal Submission Deadline: July 31, 2021

Proposal Submitted by: CDI

CONTRACT SERVICES

ACTIVITY

UNIT PRICE

Time/Material Pricing

Equipment

Pick Up with 7.5 Plow	\$ <u>105</u> Per Hour
Laborer-Shoveling	\$ <u>47</u> Per Hour
Snow Blower	\$ <u>60</u> Per Hour
ATV with blade	\$ <u>75</u> Per Hour
Skid Steer with bucket	\$ <u>160</u> Per Hour
Skid Steer with pusher	\$ <u>160</u> Per Hour
Front End Loader with bucket	\$ <u>220</u> Per Hour
Front End Loader with box pusher	\$ <u>220</u> Per Hour
Dump Truck 10 yards	\$ <u>115</u> Per Hour
Slicer Truck	\$ <u>115</u> Per Hour
Obstacle identification services plus \$ <u>4</u>	
Slicer	\$ <u>210</u> Per Ton
Ice Melt	\$ <u>45</u> Per Bag

EXHIBIT B
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5–102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

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

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

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

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5–102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

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

EXHIBIT C

FORM OF CHANGE ORDER

Change Order No: 1	Date Issued: February 25, 2022
Name of Agreement: Service Agreement for Landscape Maintenance Services	
Date of Agreement: December 1, 2021	District(s): Highline Crossing Metropolitan District
Other Party/Parties: CDI Environmental Contractor, Inc.	

CHANGE IN SCOPE OF SERVICES (describe):

Repairs to Privacy Wall and Monument, as shown in attached proposal dated February 16, 2022

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ 27,849.40	Original Term: Expires _____, 20
Increase of this Change Order: \$ 25,901.81	New Term: Expires _____, 20
Price with all Approved Change Orders: \$ 53,751.21	Agreement Time with all Approved Change Orders:

APPROVED:
By: <i>Daniel Payotetis</i>
District

APPROVED:
By: <i>Griffin BELL</i>
Consultant



5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

To: SDMS	Contact: David Solin
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835
	Fax: 303-987-2032
Project Name: Highline Crossing - Damage Repairs	Bid Number: 001
Project Location: Mississippi Ave And S Dayton St, Aurora, CO	Bid Date: 2/16/2022
Addendum #: N/A	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Monument Demolition:	48.00	SF	\$96.01	\$4,608.48
· Clean Up Of Damaged Area				
· Demo Of Broken Block And Veneer				
· Assumes Footer Is Intact/usable				
· Includes Haul Off From Site				
CMU Block Wall - Face:	48.00	SF	\$80.62	\$3,869.76
· CMU Blocks Filled With Mortar				
· Includes #4 Rebar				
· Excludes Excavation And Footer				
· Excludes Veneer				
Veneer- Faux Stone:	48.00	SF	\$87.20	\$4,185.60
· Faux Stone To Match Existing				
· Veneer Only Install				
Precast Cap Stones:	3.00	EACH	\$441.92	\$1,325.76
· Based On Site Visit				
· Assumes Existing Caps Are Reusable				
· Resetting Of Existing Caps Only				
Concrete Demolition:	80.00	SF	\$17.33	\$1,386.40
· Demo, Haul Off And Removal Of Damaged Wall				
Free Standing Wall - Install:	1.00	LS	\$8,963.31	\$8,963.31
· Installing Precast Wall Panel				
· Cost Of New Wall Panel Included				
· Does Not Include Rebuilding Columns Or Landscape Repairs				
Wall Delivery And Crane In Place	1.00	LS	\$1,562.50	\$1,562.50
Total Bid Price:			\$25,901.81	

Notes:

- **This proposal will be subject to a change order for material price increases, if material market pricing escalates at the time of installation, from the date of proposal.**
- No erosion control devices are included in this proposal unless specifically identified above.
- This bid does not include wood stakes for the erosion control blanket.
- This bid does not include wire backed or reinforced silt fence.
- Silt fence requiring hand placement will be \$ 1.95 per LF.
- This bid does not include maintenance, removal or warranty of erosion control devices.
- Concrete Washout price does not include cleaning out or disposal of materials or removal.
- This bid assumes that soil preparation can be performed utilizing standard agriculture equipment and does not include specialized equipment for use in rock, heavily compacted soils or frozen soils.
- This bid does not include rock / debris picking or removal, on or below grade. Rock picking if needed will be additional at T & M rates, upon request.
- This bid does not include organic amendments or fertilizer.
- On-site water source to be provided by others at no cost to CDI.
- This bid does not include maintenance or watering of seeded areas.
- CDI will Guarantee workmanship and that materials and methodology meet specifications for the dry land native seeding.
- This bid does not include soil import, soil export, soil placement, or grading.
- Deposits required by subs/suppliers of long-lead items will be passed through to the Contractor/Owner prior to placing orders.



5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

To: SDMS	Contact: David Solin
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Highline Crossing - Damage Repairs	Bid Number: 001
Project Location: Mississippi Ave And S Dayton St, Aurora, CO	Bid Date: 2/16/2022
Addendum #: N/A	

- Any site furnishings that were missed due to no arrow call out will be performed at the unit price or as a change order if known were included in this proposal.
- Plants < 5 gallons and all evergreens installed between September 15 and April 1 are exempt from any warranties. Additionally, winter watering is required and may be provided on a T&M basis
- This bid does not include traffic control.
- This bid does not include engineering, permits or testing.
- This bid does not include surveying or layout.
- This bid does not include a bond. If required the rate is 2.5%
- The grade is to be delivered in a clean, weed-free condition at plus or minus one tenth of one foot.
- This bid does not include cutting, removal, or replacement of asphalt or concrete.
- Additional mobilizations will be charged at the unit price.
- Required job training. If required training is not disclosed at the time of estimate, labor time needed for training will be charged at a T&M rate.
- This bid is based on estimated quantities only. Final field measurements will apply at the above unit pricing.
- Bid is based on a 40 hour work week. If schedule is escalated/compressed, requiring CDI to work overtime, an additional 50% surcharge will apply to the hourly labor rates. If labor rates are not provided on original bid they will be supplied upon request of escalated schedule.
- Owner Controlled Insurance Program (OCIP) has not been included in this bid. If enrollment in an Owner Controlled Insurance Program (OCIP) is required, a deduction in contract value is not allowed.
- Any fees for billing or project management platforms such as Textura are not included in this proposal and will be billed as an additional cost to the project.
- The work in this bid is not subject to retention.
- **This proposal is good for 60 days following the date given on the proposal.**

Consolidated Divisions, Inc. dba **CDI** | ENVIRONMENTAL CONTRACTOR
An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Consolidated Divisions, Inc Db a CDI Environmental Contractors</p> <p>Authorized Signature: _____</p> <p>Estimator: Griffin Bell 720-630-0033 Griffinb@cdi-services.com</p>
---	---

CHANGE ORDER

Change Order No: 2	Date Issued: June 13 2022
Name of Agreement: Service Agreement for Landscape Maintenance Services	
Date of Agreement: December 1, 2021	District(s): Highline Crossing Metropolitan District
Other Party/Parties: CDI Environmental Contractor, Inc.	

CHANGE IN SCOPE OF SERVICES (describe):

Additional Repairs to Privacy Wall and Monument, as shown in attached proposal dated June 1, 2022

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ 27,849.40	Original Term: Expires _____, 20
Increase of this Change Order: \$ 6,041.52	New Term: Expires _____, 20
Price with all Approved Change Orders: \$ 59,792.73	Agreement Time with all Approved Change Orders:

APPROVED:	
By:	
	District

APPROVED:	
By:	
	Consultant



5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

To:	SDMS	Contact:	David Solin
Address:	141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone:	303-987-0835
		Fax:	303-987-2032
Project Name:	Highline Crossing - Damage Repairs	Bid Number:	2022-0089 - COR 1001
Project Location:	Mississippi Ave And S Dayton St, Aurora, CO	Bid Date:	6/1/2022
Addendum #:	N/A		

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CMU Block Column - Face:	36.00	SF	\$80.62	\$2,902.32
<ul style="list-style-type: none"> · CMU Blocks Filled With Mortar · Includes #4 Rebar · Using Existing Footer In Place · Excludes Veneer 				
Veneer- Faux Stone:	36.00	SF	\$87.20	\$3,139.20
<ul style="list-style-type: none"> · Faux Stone To Match Existing · Veneer Only Install 				

Total Bid Price: \$6,041.52

Notes:

- **This proposal will be subject to a change order for material price increases, if material market pricing escalates at the time of installation, from the date of proposal.**
- No erosion control devices are included in this proposal unless specifically identified above.
- This bid does not include wood stakes for the erosion control blanket.
- This bid does not include wire backed or reinforced silt fence.
- Silt fence requiring hand placement will be \$ 2.25 per LF.
- This bid does not include maintenance, removal or warranty of erosion control devices.
- Concrete Washout price does not include cleaning out or disposal of materials or removal.
- This bid assumes that soil preparation can be performed utilizing standard agriculture equipment and does not include specialized equipment for use in rock, heavily compacted soils or frozen soils.
- This bid does not include rock / debris picking or removal, on or below grade. Rock picking if needed will be additional at T & M rates, upon request.
- This bid does not include organic amendments or fertilizer.
- On-site water source to be provided by others at no cost to CDI.
- This bid does not include maintenance or watering of seeded areas.
- CDI will Guarantee workmanship and that materials and methodology meet specifications for the dry land native seeding.
- This bid does not include soil import, soil export, soil placement, or grading.
- Deposits required by subs/suppliers of long-lead items will be passed through to the Contractor/Owner prior to placing orders.
- Any site furnishings that were missed due to no arrow call out will be performed at the unit price or as a change order if known were included in this proposal.
- Plants < 5 gallons and all evergreens installed between September 15 and April 1 are exempt from any warranties. Additionally, winter watering is required and may be provided on a T&M basis
- This bid does not include traffic control.
- This bid does not include engineering, permits or testing.
- This bid does not include surveying or layout.
- This bid does not include a bond. If required the rate is 2.5%
- The grade is to be delivered in a clean, weed-free condition at plus or minus one tenth of one foot.
- This bid does not include cutting, removal, or replacement of asphalt or concrete.
- Additional mobilizations will be charged at the unit price.
- Required job training. If required training is not disclosed at the time of estimate, labor time needed for training will be charged at a T&M rate.
- This bid is based on estimated quantities only. Final field measurements will apply at the above unit pricing.
- Bid is based on a 40 hour work week. If schedule is escalated/compressed, requiring CDI to work overtime, an additional 50% surcharge will apply to the hourly labor rates. If labor rates are not provided on original bid they will be supplied upon request of escalated schedule.
- Owner Controlled Insurance Program (OCIP) has not been included in this bid. If enrollment in an Owner Controlled Insurance Program (OCIP) is required, a deduction in contract value is not allowed.



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

To: SDMS	Contact: David Solin
Address: 141 Union Boulevard, Suite 150 Lakewood, CO 80228	Phone: 303-987-0835 Fax: 303-987-2032
Project Name: Highline Crossing - Damage Repairs	Bid Number: 2022-0089 - COR 1001
Project Location: Mississippi Ave And S Dayton St, Aurora, CO	Bid Date: 6/1/2022
Addendum #: N/A	

- Any fees for billing or project management platforms such as Textura are not included in this proposal and will be billed as an additional cost to the project.
- The work in this bid is not subject to retention.
- **This proposal is good for 30 days following the date given on the proposal.**
- **Consolidated Divisions, Inc.** dba **CDI** | ENVIRONMENTAL CONTRACTOR
An Equal Opportunity Employer

Payment Terms:

Payment due 30 days from invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Consolidated Divisions, Inc Db a CDI Environmental Contractors</p> <p>Authorized Signature: _____</p> <p>Estimator: Griffin Bell 720-630-0033 Griffinb@cdi-services.com</p>
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**Highline Crossing Metropolitan District
November-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Aurora Water	172296 10-2021	10/29/2021	10/29/2021	\$ 915.04	Utilities	1765
McGeady Becher, P.C.	1303W 9-2021	9/30/2021	9/30/2021	\$ 375.00	Legal	1675
POOP 911	4824218	10/25/2021	10/25/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4824216	10/11/2021	10/11/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4824217	10/18/2021	10/18/2021	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Srvs	Oct-21	10/31/2021	10/31/2021	\$ 632.00	Management	1680
Special Dist Management Srvs	Oct-21	10/31/2021	10/31/2021	\$ 1,106.00	Accounting	1612
Special Dist Management Srvs	Oct-21	10/31/2021	10/31/2021	\$ 279.50	Billing	1616
Special Dist Management Srvs	Oct-21	10/31/2021	10/31/2021	\$ 228.00	Covenant Control	1610
Special Dist Management Srvs	Oct-21	10/31/2021	10/31/2021	\$ 146.57	Miscellaneous	1685
UNCC	221100732	10/31/2021	10/31/2021	\$ 5.28	Miscellaneous	1685
Xcel Energy	754453155	11/1/2021	11/1/2021	\$ 14.28	Utilities	1765
Xpress Bill Pay	60570	11/1/2021	11/1/2021	\$ 39.02	Billing	1616
				\$ 3,815.69		

Highline Crossing Metropolitan District
November-21

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 3,815.69			\$ 3,815.69
Auto-payments		-	-	-
<hr/>				
Total Disbursements	\$ 3,815.69	\$ -	\$ -	\$ 3,815.69

**Highline Crossing Metropolitan District
December-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Aurora Media Group, LLC	101608	11/8/2021	11/8/2021	\$ 37.55	Miscellaneous	1685
Aurora Water	172296 11-2021	12/1/2021	12/21/2021	\$ 26.88	Utilities	1765
McGeady Becher, P.C.	1303W 10-2021	10/31/2021	10/31/2021	\$ 420.00	Legal	1675
POOP 911	4917760	11/8/2021	11/8/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4917763	11/29/2021	11/29/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4917759	11/1/2021	11/1/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4917762	11/22/2021	11/22/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4917761	11/15/2021	11/15/2021	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Srvs	Nov-21	12/15/2021	12/15/2021	\$ 2,045.50	Management	1680
Special Dist Management Srvs	Nov-21	12/15/2021	12/15/2021	\$ 826.00	Accounting	1612
Special Dist Management Srvs	Nov-21	12/15/2021	12/15/2021	\$ 201.50	Billing	1616
Special Dist Management Srvs	Nov-21	12/15/2021	12/15/2021	\$ 256.50	Covenant Control	1610
Special Dist Management Srvs	Nov-21	12/15/2021	12/15/2021	\$ 80.65	Miscellaneous	1685
UNCC	221110729	11/30/2021	11/30/2021	\$ 3.96	Miscellaneous	1685
Xcel Energy	758267474	12/1/2021	12/21/2021	\$ 14.67	Utilities	1765
Xpress Bill Pay	61278	12/1/2021	12/1/2021	\$ 365.01	Billing	1616

\$ 4,403.22

**Highline Crossing Metropolitan District
December-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 4,403.22			\$ 4,403.22
Auto-payments		-	-	-
<hr/>				
Total Disbursements	\$ 4,403.22	\$ -	\$ -	\$ 4,403.22

**Highline Crossing Metropolitan District
January-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Aurora Water	172295 12-2021	1/3/2022	1/3/2022	\$ 26.88	Utilities	1765
Colorado Special Districts P&L	POL-0010790	12/15/2021	12/15/2021	\$ 6,907.00	Prepaid Expenses	1143
McGeady Becher, P.C.	1303W 11-2021	11/30/2021	11/30/2021	\$ 1,640.00	Legal	1675
POOP 911	5016235	12/13/2021	12/13/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5016237	12/27/2021	12/27/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5016234	12/6/2021	12/6/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5016236	12/20/2021	12/20/2021	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Svcs	Dec-21	12/31/2021	12/31/2021	\$ 824.00	Management	1680
Special Dist Management Svcs	Dec-21	12/31/2021	12/31/2021	\$ 546.00	Accounting	1612
Special Dist Management Svcs	Dec-21	12/31/2021	12/31/2021	\$ 208.00	Billing	1616
Special Dist Management Svcs	Dec-21	12/31/2021	12/31/2021	\$ 228.00	Covenant Control	1610
Special Dist Management Svcs	Dec-21	12/31/2021	12/31/2021	\$ 254.86	Miscellaneous	1685
UNCC	221120701	12/31/2021	12/31/2021	\$ 5.28	Miscellaneous	1685
Xcel Energy	762073809	1/3/2022	1/3/2022	\$ 14.49	Utilities	1765
Xpress Bill Pay	61985	12/31/2021	12/31/2021	\$ 12.31	Billing	1616

\$ 10,766.82

Highline Crossing Metropolitan District
January-22

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 10,766.82			\$ 10,766.82
Auto-payments		-	-	-
<hr/>				
Total Disbursements	\$ 10,766.82	\$ -	\$ -	\$ 10,766.82

**Highline Crossing Metropolitan District
February-22**

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
CDI Consolidated Divisions Inc.	2002766	1/12/2022	2/10/2022	\$ 1,239.50	Snow Removal	1643
CDI Consolidated Divisions Inc.	2002676	1/6/2022	2/10/2022	\$ 2,873.50	Snow Removal	1643
McGeady Becher, P.C.	1303W 12-2021	12/31/2021	12/31/2021	\$ 850.00	Legal	1675
POOP 911	5118574	1/10/2022	1/10/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5118575	1/17/2022	1/17/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5118576	1/24/2022	1/24/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5118577	1/31/2022	1/31/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5118573	1/3/2022	1/3/2022	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Svcs	Jan.-22	1/31/2022	1/31/2022	\$ 1,443.60	Management	1680
Special Dist Management Svcs	Jan.-22	1/31/2022	1/31/2022	\$ 1,006.40	Accounting	1612
Special Dist Management Svcs	Jan.-22	1/31/2022	1/31/2022	\$ 476.00	Billing	1616
Special Dist Management Svcs	Jan.-22	1/31/2022	1/31/2022	\$ 450.00	Covenant Control	1610
Special Dist Management Svcs	Jan.-22	1/31/2022	1/31/2022	\$ 249.74	Miscellaneous	1685
Xpress Bill Pay	62695	1/31/2022	1/31/2022	\$ 38.79	Billing	1616
				\$ 8,752.53		

**Highline Crossing Metropolitan District
February-22**

	General	Debt	Capital	Totals
Disbursements	\$ 8,752.53			\$ 8,752.53
Auto-payments		-	-	-
<hr/>				
Total Disbursements	\$ 8,752.53	\$ -	\$ -	\$ 8,752.53

**Highline Crossing Metropolitan District
March-22**

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Water	172296 3-2022	3/1/2022	3/1/2022	\$ 27.82	Utilities	1765
Aurora Water	172296 2-2022	2/1/2022	2/1/2022	\$ 27.66	Utilities	1765
CDI Consolidated Divisions Inc.	2003561	1/27/2022	1/27/2022	\$ 2,320.78	Landscape Maintenance	1640
CDI Consolidated Divisions Inc.	2003291	1/28/2022	2/12/2022	\$ 663.50	Snow Removal	1643
CDI Consolidated Divisions Inc.	2003562	2/23/2022	2/23/2022	\$ 2,320.78	Landscape Maintenance	1640
CDI Consolidated Divisions Inc.	2003519	2/12/2022	2/12/2022	\$ 430.50	Snow Removal	1643
CDI Consolidated Divisions Inc.	2003134	1/26/2022	2/10/2022	\$ 867.00	Snow Removal	1643
CDI Consolidated Divisions Inc.	2003416	2/5/2022	2/5/2022	\$ 1,456.00	Snow Removal	1643
CDI Consolidated Divisions Inc.	2003728	2/17/2022	2/17/2022	\$ 430.50	Snow Removal	1643
McGeady Becher, P.C.	1303W 1-2022	1/31/2022	1/31/2022	\$ 1,287.00	Legal	1675
POOP 911	5216611	2/21/2022	2/21/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5216609	2/7/2022	2/7/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5216612	2/28/2022	2/28/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5216610	2/14/2022	2/14/2022	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Srvs	Feb-22	2/28/2022	2/28/2022	\$ 1,052.00	Management	1680
Special Dist Management Srvs	Feb-22	2/28/2022	2/28/2022	\$ 1,110.00	Accounting	1612
Special Dist Management Srvs	Feb-22	2/28/2022	2/28/2022	\$ 350.00	Billing	1616
Special Dist Management Srvs	Feb-22	2/28/2022	2/28/2022	\$ 740.00	Covenant Control	1610
Special Dist Management Srvs	Feb-22	2/28/2022	2/28/2022	\$ 370.00	Election	1635
Special Dist Management Srvs	Feb-22	2/28/2022	2/28/2022	\$ 180.16	Miscellaneous	1685
Special District Association	2022 SDA	2/28/2022	2/28/2022	\$ 371.68	Insurance/SDA Dues	1670
Xcel Energy	766115100	2/1/2022	2/1/2022	\$ 14.37	Utilities	1765
Xpress Bill Pay	63406	2/28/2022	2/28/2022	\$ 11.94	Billing	1616
				\$ 14,131.69		

Highline Crossing Metropolitan District
March-22

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 14,131.69			\$ 14,131.69
Auto-payments		-	-	-
<hr/>				
Total Disbursements	\$ 14,131.69	\$ -	\$ -	\$ 14,131.69

**Highline Crossing Metropolitan District
April-22**

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Media Group, LLC	102572	3/28/2022	3/28/2022	\$ 40.10	Miscellaneous	1685
Aurora Water	172296 3-2022	3/31/2022	3/31/2022	\$ 27.82	Utilities	1765
CDI Consolidated Divisions Inc.	2004243	3/31/2022	3/31/2022	\$ 4,792.15	Insurance Claim Repairs	1745
McGeady Becher, P.C.	1303W 2-2022	2/28/2022	2/28/2022	\$ 795.00	Legal	1675
McGeady Becher, P.C.	1303W 3-2022	3/31/2022	3/31/2022	\$ 916.00	Legal	1675
POOP 911	5318196	3/8/2022	3/8/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5318198	3/21/2022	3/21/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5318197	3/14/2022	3/14/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5318199	3/28/2022	3/28/2022	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Srvs	Mar-22	3/31/2022	3/31/2022	\$ 498.80	Management	1680
Special Dist Management Srvs	Mar-22	3/31/2022	3/31/2022	\$ 710.40	Accounting	1612
Special Dist Management Srvs	Mar-22	3/31/2022	3/31/2022	\$ 378.00	Billing	1616
Special Dist Management Srvs	Mar-22	3/31/2022	3/31/2022	\$ 500.00	Covenant Control	1610
Special Dist Management Srvs	Mar-22	3/31/2022	3/31/2022	\$ 296.00	Election	1635
Special Dist Management Srvs	Mar-22	3/31/2022	3/31/2022	\$ 116.06	Miscellaneous	1685
UNCC	222020698	2/28/2022	2/28/2022	\$ 5.20	Miscellaneous	1685
UNCC	222010669	1/31/2022	1/31/2022	\$ 6.50	Miscellaneous	1685
UNCC	222030711	3/31/2022	3/31/2022	\$ 2.60	Miscellaneous	1685
Xcel Energy	774104490	4/1/2022	4/1/2022	\$ 13.96	Utilities	1765
Xcel Energy	769949104	3/2/2022	3/2/2022	\$ 14.26	Utilities	1765
Xpress Bill Pay	64124	3/31/2022	3/31/2022	\$ 10.48	Billing	1616
				\$ 9,223.33		

Highline Crossing Metropolitan District
April-22

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 9,223.33			\$ 9,223.33
Auto-payments		-	-	-
<hr/>				
Total Disbursements	\$ 9,223.33	\$ -	\$ -	\$ 9,223.33

Highline Crossing Metropolitan District
May-22

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Water	172296 4-2022	5/2/2022	5/2/2022	\$ 27.82	Utilities	1765
CDI Consolidated Divisions Inc.	2004355	3/31/2022	4/15/2022	\$ 2,320.78	Landscape Maintenance	1640
CDI Consolidated Divisions Inc.	2004356	4/22/2022	5/7/2022	\$ 2,320.78	Landscape Maintenance	1640
POOP 911	5439991	4/11/2022	4/11/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5439990	4/4/2022	4/4/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5439992	4/18/2022	4/18/2022	\$ 25.00	Repairs and Maintenance	1740
POOP 911	5439993	4/25/2022	4/25/2022	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Svcs	Apr-22	4/30/2022	4/30/2022	\$ 666.80	Management	1680
Special Dist Management Svcs	Apr-22	4/30/2022	4/30/2022	\$ 1,124.80	Accounting	1612
Special Dist Management Svcs	Apr-22	4/30/2022	4/30/2022	\$ 469.00	Billing	1616
Special Dist Management Svcs	Apr-22	4/30/2022	4/30/2022	\$ 590.00	Covenant Control	1610
Special Dist Management Svcs	Apr-22	4/30/2022	4/30/2022	\$ 74.00	Election	1635
Special Dist Management Svcs	Apr-22	4/30/2022	4/30/2022	\$ 179.17	Miscellaneous	1685
Xpress Bill Pay	64840	4/30/2022	4/30/2022	\$ 37.04	Billing	1616
				\$ 7,910.19		

Highline Crossing Metropolitan District
May-22

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 7,910.19			\$ 7,910.19
Auto-payments		-	-	-
<hr/>				
Total Disbursements	\$ 7,910.19	\$ -	\$ -	\$ 7,910.19



**CITY OF AURORA
WATER DEPARTMENT**

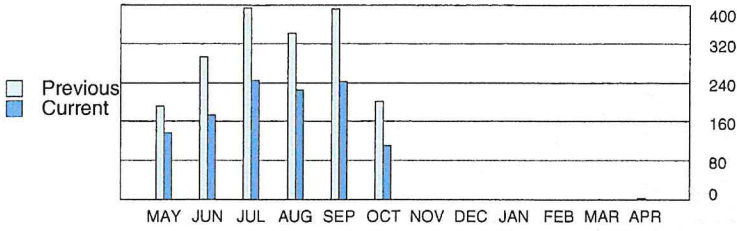
15151 E. Alameda Parkway, Ste. 1200
Aurora, CO 80012

MAY 09 2022

Thank you for being an Aurora Water Customer



24 Months Consumption History - (Usage in 1,000 gallons)



SERVICE INFORMATION

Service From: 03/25/22 **To:** 04/26/22 **# Of Days:** 32

Meter Number	Previous Read	Current Read	Usage
16988959	5655	5655	0
Total			0

ACCOUNT SUMMARY

PREVIOUS BALANCE:	\$27.82
ADJUSTMENTS:	\$0.00
PAYMENT ON 04/21/22	-\$27.82
CURRENT CHARGES:	\$27.82
TOTAL AMOUNT DUE:	\$27.82
BILL DUE DATE:	05/23/2022

CURRENT CHARGES

UNITS

TOTAL

IR MONTHLY SERVICE CHG:		\$27.82
TOTAL CURRENT CHARGES		\$27.82

ALLOCATION SUMMARY

Allocation Information in 1,000 gallons

Annual	YTD Usage	Remaining
1,015	0	1,015

CONTACT US

Hours: M-F, 7:30 a.m.-5:00 p.m.
 Phone: 303.739.7388
 Payments: 303.739.7388
 Email: AuroraWater@AuroraGov.org
 Emergencies After Hours: 303.739.6772

AURORA WATER NEWS

From May through Sept, watering between 10 a.m. and 6 p.m. is not allowed. Throughout the year, you can water any three days you choose. Just because you can water, though, doesn't mean that you should. During the cooler months such as May, your landscape needs only about one or two days a week. Each month recommended watering times will be in News Aurora, as well as at AuroraWater.org.

ACCOUNT INFORMATION

ACCOUNT NUMBER:	489995-172296
SERVICE ADDRESS:	10121 E KANSAS AVE IRR
TYPE OF SERVICE:	IRRIGATION CLASS
DATE OF BILL:	05/02/2022

*Auto Pay Invoice 1765
Approval-*

Retain this portion for your records.

Please return bottom portion along with your payment to City of Aurora Water Department.



**CITY OF AURORA
WATER DEPARTMENT**

P.O. Box 719117
Denver, CO 80271-9117

ACCOUNT NUMBER:	489995-172296
SERVICE ADDRESS:	10121 E KANSAS AVE IRR
BILL DATE:	05/02/2022
DUE DATE:	05/23/2022

\$27.82

AUTO-PAY IS IN EFFECT:

Amount of \$27.82 will be deducted on 05/23/2022

Donate to Aurora Water Cares program:

\$1 \$5 \$10 Other _____

0003012

I=100000



HIGHLINE CROSSING
 C/O SPECIAL DISTRICT MGT SVCS
 141 UNION BLVD STE 150
 LAKEWOOD CO 80228-1898



AURORA WATER
 P.O. BOX 719117
 DENVER, CO 80271-9117

0004899950001722960000027828

APR 22 2022



INVOICE

Number: 2004355

Date: 3/31/22

Bill to:

Highline Crossing Metro Dist
SDMS
141 Union Blvd Ste 150
Lakewood, CO 80228

Job: 2022-0001

Highline Crossing
9769 E Kansas Ave
Aurora, CO 80247

Customer Code	Purchase Order No.	Salesperson	Terms
---------------	--------------------	-------------	-------

HIGCRO01			Net due 15 days
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Remarks:	FROM DRAW REQUEST BILLING ENTRY
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Quantity	Description	U/M	Unit Price	Extension
1.000	10001 Landscape Maintenance	MO	2,320.780	2,320.78

Subtotal:	2,320.78
Total:	2,320.78

G/L Code	Amount
1640	2320.78
Dist. Mgr. Initials	

Consolidated Divisions, Inc.

5585 West Airport Road

Sedalia, CO 80135



Application and Certificate For Payment

To Owner: Highline Crossing Metro Dist SDMS 141 Union Blvd Ste 150 Lakewood, CO 80228 From (Contractor): Consolidated Divisions, Inc. 5585 West Airport Road Sedalia, CO 80135 Phone:	Project: Highline Crossing 9769 E Kansas Ave Aurora, CO 80247 Contractor Job Number: 2022-0001 Via (Architect): Contract For:	Application No: 3 Date: 03/31/2022 Period To: 03/31/22 Architect's Project No: Contract Date:
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Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Number	Date	Approved
Change orders approved this month		
Totals		
Net change by change orders		

Original contract sum	27,849.36
Net change by change orders	0.00
Contract sum to date	27,849.36
Total completed and stored to date	6,962.34
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	6,962.34
Less previous certificates of payment	4,641.56

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: _____ **Date:** _____

By: _____ **County of:** _____ **Date:** _____

Subscribed and sworn to before me this _____ day of _____, _____ (year). Notary public: _____

My commission expires _____.

0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	2,320.78
Balance to finish, including retainage	20,887.02

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Architect: _____ **Date:** _____

By: _____ **Date:** _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Amount Certified: \$ _____



Application and Certificate For Payment --- page 2

To Owner: Highline Crossing Metro Dist
 From (Contractor): Consolidated Divisions, Inc.
 Project: Highline Crossing

Application No: 3 Date: 03/31/22 Period To: 03/31/22
 Contractor's Job Number: 2022-0001
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date		Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount		
01													
10001	Landscape Maintenance	2,320.7800	12,000	MO	27,849.36	2,000	4,641.56	1,000	2,320.78	3,000	6,962.34	25.0	0.00
Total					27,849.36		4,641.56		2,320.78		6,962.34		0.00
Application Total													0.00



INVOICE APR 22 2022

Number: 2004356

Date: 4/22/22

Bill to:

Job: 2022-0001

Highline Crossing Metro Dist
SDMS
141 Union Blvd Ste 150
Lakewood, CO 80228

Highline Crossing
9769 E Kansas Ave
Aurora, CO 80247

Customer Code	Purchase Order No.	Salesperson	Terms
---------------	--------------------	-------------	-------

HIGCRO01 Net due 15 days

Remarks: FROM DRAW REQUEST BILLING ENTRY

Quantity	Description	U/M	Unit Price	Extension
1.000	10001 Landscape Maintenance	MO	2,320.780	2,320.78

Subtotal:	2,320.78
Total:	2,320.78

Dist. Name	
G/L Code	Amount
1640	2,320.78
Dist. Rep. Initials	



Application and Certificate For Payment

To Owner: Highline Crossing Metro Dist SDMS 141 Union Blvd Ste 150 Lakewood, CO 80228 From (Contractor): Consolidated Divisions, Inc. 5585 West Airport Road Sedalia, CO 80135 Phone:	Project: Highline Crossing 9769 E Kansas Ave Aurora, CO 80247 Contractor Job Number: 2022-0001 Via (Architect): Contract For:	Application No: 4 Date: 04/22/2022 Period To: 04/22/22 Architect's Project No: Contract Date:
---	---	---

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Number Date		
approved this month	Approved	
Totals		
Net change by change orders		

Original contract sum	27,849.36
Net change by change orders	0.00
Contract sum to date	27,849.36
Total completed and stored to date	9,283.12
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	9,283.12
Less previous certificates of payment	6,962.34

0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	2,320.78
Balance to finish, including retainage	18,566.24

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: _____ Date: _____
 By: _____ County of: _____
 Subscribed and sworn to before me this ____ day of _____
 _____ (year). Notary public: _____
 My commission expires _____.

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____

Architect: _____
 By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Application and Certificate For Payment --- page 2

To Owner: Highline Crossing Metro Dist
 From (Contractor): Consolidated Divisions, Inc.
 Project: Highline Crossing

Application No: 4 Date: 04/22/22 Period To: 04/22/22
 Contractor's Job Number: 2022-0001
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date		Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount		
01													
10001	Landscape Maintenance	2,320.7800	12,000	MO	27,849.36	3,000	6,962.34	1,000	2,320.78	4,000	9,283.12	33.3	0.00
Total					27,849.36		6,962.34		2,320.78		9,283.12		0.00
Application Total													0.00

MAY 02 2022

Service Slip/Invoice

POOP 911
 PO BOX 844482
 Dallas, TX 75284-4482
 877-766-7911

INVOICE: 5439990
DATE: 4/4/2022
ORDER: 5439990

Bill To: [147540]
 Highline Crossing
 1236 S FULTON ST
 AURORA, CO 80247-2185

Work Location: [147540] 303-987-0835
 Highline Crossing
 1236 S FULTON ST
 AURORA, CO 80247-2185

Work Date	Time	Target Pest	Technician	Time In
4/4/2022			JEFFREYG	

Purchase Order	Terms	Last Service	Map Code	Time Out
		4/25/2022		

Service	Description	Price
SPECPRICE	Pet Waste Station	\$25.00
<p>This is a target address only. This address will get you very close to the pet waste station that we take care of that is between the last 2 houses on this cul-de-sac. Change out the trash can and add pet waste bags = Report the number of bags that you use.</p>		
		SUBTOTAL \$25.00
		TAX \$0.00
		AMT. PAID \$0.00
		TOTAL \$25.00
		AMOUNT DUE \$25.00

Dist. Name	G/L Code	Amount
	1740	25.00
Dist. Mgr. Initials		

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE

Vertical text on the left margin: 05/02/2022 10:10:10 AM

MAY 02 2022

Service Slip/Invoice

POOP 911
 PO BOX 844482
 Dallas, TX 75284-4482
 877-766-7911

INVOICE:	5439991
DATE:	4/11/2022
ORDER:	5439991

Bill To: [147540]
 Highline Crossing
 1236 S FULTON ST
 AURORA, CO 80247-2185

Work Location: [147540] 303-987-0835
 Highline Crossing
 1236 S FULTON ST
 AURORA, CO 80247-2185

Work Date	Time	Target Pest	Technician	Time In
4/11/2022			JEFFREYG	Jeffrey Gonzales
Purchase Order	Terms	Last Service	Map Code	Time Out
		4/25/2022		

Service	Description	Price
---------	-------------	-------

SPECPRICE	Pet Waste Station	\$25.00
-----------	-------------------	---------

This is a target address only. This address will get you very close to the pet waste station that we take care of that is between the last 2 houses on this cul-de-sac. Change out the trash can and add pet waste bags = Report the number of bags that you use.

SUBTOTAL	\$25.00
TAX	\$0.00
AMT. PAID	\$0.00
TOTAL	\$25.00

Dist. Name	
G/L Code	Amount
1740	25.00
Dist. Mgr. Initials	

AMOUNT DUE **\$25.00**

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE

MAY 02 2022

Service Slip/Invoice

POOP 911
PO BOX 844482
Dallas, TX 75284-4482
877-766-7911

INVOICE: 5439992
DATE: 4/18/2022
ORDER: 5439992

Bill To: [147540]
Highline Crossing
1236 S FULTON ST
AURORA, CO 80247-2185

Work Location: [147540] 303-987-0835
Highline Crossing
1236 S FULTON ST
AURORA, CO 80247-2185

Work Date	Time	Target Pest	Technician	Time In
4/18/2022			JEFFREYG	Jeffrey Gonzales
Purchase Order	Terms	Last Service	Map Code	Time Out
		4/25/2022		

Service	Description	Price
---------	-------------	-------

SPECPRICE	Pet Waste Station	\$25.00
-----------	-------------------	---------

This is a target address only. This address will get you very close to the pet waste station that we take care of that is between the last 2 houses on this cul-de-sac. Change out the trash can and add pet waste bags = Report the number of bags that you use.

SUBTOTAL	\$25.00
TAX	\$0.00
AMT. PAID	\$0.00
TOTAL	\$25.00

Dist. Name	
G/L Code	Amount
1740	25.00
Dist. Mgr. Initials	

AMOUNT DUE \$25.00

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE

2022-05-02 10:00:00 AM

MAY 02 2022

Service Slip/Invoice

POOP 911
PO BOX 844482
Dallas, TX 75284-4482
877-766-7911

INVOICE:	5439993
DATE:	4/25/2022
ORDER:	5439993

Bill To: [147540]
Highline Crossing
1236 S FULTON ST
AURORA, CO 80247-2185

Work Location: [147540] 303-987-0835
Highline Crossing
1236 S FULTON ST
AURORA, CO 80247-2185

Work Date 4/25/2022	Time	Target Pest	Technician JEFFREYG	Jeffrey Gonzales	Time In
Purchase Order	Terms	Last Service 4/25/2022	Map Code		Time Out

Service	Description	Price
---------	-------------	-------

SPECPRICE	Pet Waste Station	\$25.00
-----------	-------------------	---------

This is a target address only. This address will get you very close to the pet waste station that we take care of that is between the last 2 houses on this cul-de-sac. Change out the trash can and add pet waste bags = Report the number of bags that you use.

SUBTOTAL	\$25.00
TAX	\$0.00
AMT. PAID	\$0.00
TOTAL	\$25.00

Dist. Name	Aurora
G/L Code	1740
Amount	25.00
Dist. Mgr. Initials	

AMOUNT DUE \$25.00

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE

SDMS

Special District Management Services, Inc.

141 Union Boulevard, Suite 150
 Lakewood, CO 80228-1898
 303-987-0835 | Fax: 303-987-2032
 www.sdmsi.com

Highline Crossing Metropolitan District
 141 Union Boulevard Suite 150
 Lakewood, CO 802228

Statement Date: 04/30/2022
 Account No. HCROSSMD.00

Invoice for Services Rendered - 04/30/2022

Dist. Name	G/L Code	Amount
	1685	179.17
	1635	74.00
	1612	1124.80
	1616	469.00
Dist. Mgr. Initials	1610	590.00
	1680	646.80

Previous Balance	Fees	Expenses	Advances	Payments	Balance	
HCROSSMD-00	296.22	0.00	179.17 <i>1685</i>	0.00	-180.16	\$295.23
HCROSSMD-01 Board Meetings	0.00	14.80	0.00	0.00	0.00	\$14.80
HCROSSMD-02 Management Matters	932.40	340.40	0.00	0.00	-532.80	\$740.00
HCROSSMD-03 Records Management	74.00	0.00	0.00	0.00	-14.80	\$59.20
HCROSSMD-05 Insurance Matters	59.20	103.60	0.00	0.00	-59.20	\$103.60
HCROSSMD-07 Statutory Compliance Matters	88.80	0.00	0.00	0.00	-88.80	\$0.00
HCROSSMD-08 Election Matters	666.00	74.00 <i>1635</i>	0.00	0.00	-370.00	\$370.00
HCROSSMD-09 Financial Matters	1,628.00	1,110.00 <i>1612</i>	0.00	0.00	-917.60	\$1,820.40
HCROSSMD-11 Management-Budget Matters	14.80	0.00	0.00	0.00	-14.80	\$0.00
HCROSSMD-14 Financial-Bond Matters	74.00	14.80 <i>1612</i>	0.00	0.00	-74.00	\$14.80
HCROSSMD-15 Financial-Bond Compliance	118.40	0.00	0.00	0.00	-118.40	\$0.00
HCROSSMD-16 Management-Bond Matters	103.60	0.00	0.00	0.00	-103.60	\$0.00

SDMS

Special District Management Services, Inc.

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 | Fax: 303-987-2032
www.sdmsi.com

Statement Date: 04/30/2022
Statement No. 103551
Account No. HCROSSMD.00

Highline Crossing Metropolitan District

Previous Balance	Fees	Expenses	Advances	Payments	Balance
HCROSSMD-17 Fee Tracking and Collections 728.00	469.00	0.00	0.00	-350.00	\$847.00
HCROSSMD-19 Field Maintenance and Repair 224.00	208.00	0.00	0.00	-184.00	\$248.00
HCROSSMD-21 Covenant Control 1,240.00	590.00	0.00	0.00	-740.00	\$1,090.00
HCROSSMD-24 Website Design and Maintenance 54.00	0.00	0.00	0.00	-54.00	\$0.00
<u>6,301.42</u>	<u>2,924.60</u>	<u>179.17</u>	<u>0.00</u>	<u>-3,802.16</u>	<u>\$5,603.03</u>

\$ 3,103.77

SDMS | Special District Management Services, Inc.

141 Union Boulevard, Suite 150
 Lakewood, CO 80228-1898
 303-987-0835 | Fax: 303-987-2032
 www.sdmsi.com

Statement Date: 04/30/2022
 Statement No. 103536
 Account No. HCROSSMD.00

Highline Crossing Metropolitan District

Expenses

04/04/2022	Mileage for inspection.	14.06
04/18/2022	Mileage for inspection.	14.06
04/26/2022	Mileage for locates.	34.72
04/30/2022	Duplicating, April, 2022.	46.36
04/30/2022	CINC Monthly Fee for April 2022.	37.00
04/30/2022	Postage, April, 2022.	32.97
	Total Expenses	<u>179.17</u>
	Total Current Work	179.17
	Previous Balance	\$296.22

Payments

04/06/2022	Payment	-180.16
	Balance Due	<u>\$295.23</u>

Aged Due Amounts

<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
295.23	0.00	0.00	0.00	0.00	0.00

SDMS

Special District Management Services, Inc.

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 | Fax: 303-987-2032
www.sdmsi.com

Statement Date: 04/30/2022
Statement No. 103537
Account No. HCROSSMD.01

Highline Crossing Metropolitan District

Board Meetings

Fees

			Hours	
04/26/2022	KS	Receive and record Oath Document template to electronic and hard copy systems.	0.10	<u>14.80</u>
		For Current Services Rendered	0.10	14.80
		Total Current Work		14.80
		Balance Due		<u>\$14.80</u>

SDMS SPECIAL DISTRICT MANAGEMENT SERVICES, INC.

141 Union Boulevard, Suite 150
 Lakewood, CO 80228-1898
 303-987-0835 | Fax: 303-987-2032
 www.sdmsi.com

Statement Date: 04/30/2022
 Statement No. 103538
 Account No. HCROSSMD.02

Highline Crossing Metropolitan District

Management Matters

Fees

			Hours	
04/04/2022	DMS	Communicate with Mr. Bell re: monument repair. Communicate with Directors re: same.	0.20	29.60
04/06/2022	DMS	Confer with Ms. Steggs and Ms. Garcia re: insurance premium. Communicate with Ms. Kim re: same.	0.90	133.20
04/11/2022	DMS	Confer with Ms. Kim re: insurance no known loss letter. Confer with Ms. Steggs re: same. Prepare letter and upload for signature by Director Payotelis.	0.40	59.20
04/15/2022	DMS	Respond to communication from resident re: wall repair.	0.10	14.80
04/19/2022	DMS	Communicate with Ms. Kim re: insurance reinstatement.	0.10	14.80
04/25/2022	DMS	Communicate with CSD Pool re: wall repair.	0.10	14.80
04/26/2022	DMS	Communicate with Mr. Bell re: wall repair.	0.10	14.80
04/30/2022	CE	Open & distribute mail for month of April 2022.	<u>0.40</u>	<u>59.20</u>
		For Current Services Rendered	2.30	340.40
		Total Current Work		340.40
		Previous Balance		\$932.40

Payments

04/06/2022	Payment	-532.80
	Balance Due	<u>\$740.00</u>

Aged Due Amounts

<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
740.00	0.00	0.00	0.00	0.00	0.00



Special District Management Services, Inc.

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 | Fax: 303-987-2032
www.sdmsi.com

Statement Date: 04/30/2022
Statement No. 103539
Account No. HCROSSMD.03

Highline Crossing Metropolitan District

Records Management

Previous Balance \$74.00

Payments

04/06/2022 Payment -14.80

Balance Due \$59.20

Aged Due Amounts

<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
59.20	0.00	0.00	0.00	0.00	0.00



Special District Management Services, Inc.

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 | Fax: 303-987-2032
www.sdmsi.com

Statement Date: 04/30/2022
Statement No. 103540
Account No. HCROSSMD.05

Highline Crossing Metropolitan District

Insurance Matters

Fees

			Hours	
04/06/2022	KS	Correspondence and discussions with District Manager, T. Charles Wilson and Accounts Payable regarding the District's Insurance. Prepare No Known Loss Letter to the Pool. Transmit to District Manager for review.	0.50	74.00
04/19/2022	SS	Research District files for current surety bond.	0.10	14.80
04/27/2022	KS	Correspondence with T. Charles Wilson requesting updated Certificate of Insurance for the Surety Bond.	<u>0.10</u>	<u>14.80</u>
		For Current Services Rendered	0.70	103.60
		Total Current Work		103.60
		Previous Balance		\$59.20

Payments

04/06/2022	Payment			-59.20
	Balance Due			<u>\$103.60</u>



Special District Management Services, Inc.

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 | Fax: 303-987-2032
www.sdmsi.com

Statement Date: 04/30/2022
Statement No. 103541
Account No. HCROSSMD.07

Highline Crossing Metropolitan District

Statutory Compliance Matters

	Previous Balance		\$88.80
		<u>Payments</u>	
04/06/2022	Payment		-88.80
	Balance Due		<u>\$0.00</u>



Special District Management Services, Inc.

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 | Fax: 303-987-2032
www.sdmsi.com

Statement Date: 04/30/2022
Statement No. 103542
Account No. HCROSSMD.08

Highline Crossing Metropolitan District

Election Matters

Fees

			Hours	
04/01/2022	SS	Transmit Notice of Cancellation of Election to the Clerk and Recorder.	0.10	14.80
04/04/2022	SS	Save transmittal email to Clerk and Recorder to file.	0.10	14.80
	KS	Transmit Notice of Cancellation of Election to Board Members. Record to electronic and hard copy systems. Update system tracking sheet.	0.20	29.60
04/27/2022	SS	Prepare oath documents for newly elected Directors.	<u>0.10</u>	<u>14.80</u>
		For Current Services Rendered	0.50	74.00
		Total Current Work		74.00
		Previous Balance		\$666.00

Payments

04/06/2022		Payment		-370.00
		Balance Due		<u>\$370.00</u>

Aged Due Amounts

<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
370.00	0.00	0.00	0.00	0.00	0.00

SDMS

Special District Management Services, Inc.

141 Union Boulevard, Suite 150
 Lakewood, CO 80228-1898
 303-987-0835 | Fax: 303-987-2032
 www.sdmsi.com

Statement Date: 04/30/2022
 Statement No. 103543
 Account No. HCROSSMD.09

Highline Crossing Metropolitan District

Financial Matters

Fees

			Hours	
04/01/2022	CLW	Print and file invoices for current month's accounts payable.	0.30	44.40
	DG	Print First Bank transaction report and transmit to Billing Specialist.	0.10	14.80
04/04/2022	CLW	Research and respond to payment status request from POOP 911 and UNCC.	0.20	29.60
	SB	Financial-Other	0.20	29.60
04/05/2022	CLW	Review Bill.com approval for March. Confirm payables are scheduled for release.	0.10	14.80
	SB	Reconcile accounts and verify account balances. Review and approve April AP in Bill.com. Authorize payment of AP in Bill.com. Retrieve February tax collection statements for March distributions and update schedule. Review correspondence from Bill.com. Approve monthly subscription fee draft.	0.90	133.20
04/06/2022	CLW	Researched payment for Colorado Special Districts P&L. Review and update information in Bill.Com for approval.	0.60	88.80
	SB	Discuss special payment needed for insurance reinstatement with Mrs. Walter. Verify account balances. Review and approve special AP run in Bill.com. Authorize payment of AP in Bill.com and authorize overnight delivery fee in Bill.com. Correspondence with Mrs. Walter, Ms. Garcia, Mrs. Steggs and Mr. Solin regarding the approval and authorization of the expedited payment.	0.40	59.20
04/07/2022	DG	Set up Colorado Special Districts Pool & Liability for electronic payment in Bill.com. Correspondence with District Manager re: issued payment.	0.20	29.60
	CLW	Contact Colorado Special District P & L to verify reinstatement payment and confirm check is being sent to them. Compile and code invoices for April payments. Transmit invoices to District Manager for review and approval.	0.70	103.60
	SB	Review and respond to correspondence with Mr. Solin regarding the insurance claim.	0.10	14.80
	DMS	Confer with Ms. Garcia re: accounts payable approvers.	0.10	14.80
04/13/2022	CLW	Research and respond to payment status request from Utility Notification Center of Colorado.	0.10	14.80
04/14/2022	JHR	Prepare March bank reconciliation. Update developer advance schedule and billing summary. Enter 2022 budget numbers into Caselle and process journal entries. Prepare March 31, 2022 financial statements.	1.60	236.80



Special District Management Services, Inc.

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 | Fax: 303-987-2032
www.sdmsi.com

Highline Crossing Metropolitan District

Statement Date: 04/30/2022
Statement No. 103543
Account No. HCROSSMD.09

Table with columns for date, initials, description, hours, and amount. Includes entries for 04/18/2022 (CLW, SB, DMS) and 04/22/2022 (DMS). Summary rows for Total Current Work (1,110.00) and Previous Balance (\$1,628.00).

Payments

Table showing a payment of -917.60 on 04/06/2022 and a resulting Balance Due of \$1,820.40.

Aged Due Amounts

Summary table for aged due amounts with columns: 0-30 (1,820.40), 31-60 (0.00), 61-90 (0.00), 91-120 (0.00), 121-180 (0.00), 181+ (0.00).



Special District Management Services, Inc.

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 | Fax: 303-987-2032
www.sdmsi.com

Statement Date: 04/30/2022
Statement No. 103544
Account No. HCROSSMD.11

Highline Crossing Metropolitan District

Management-Budget Matters

	Previous Balance		\$14.80
		<u>Payments</u>	
04/06/2022	Payment		-14.80
	Balance Due		<u>\$0.00</u>



Special District Management Services, Inc.

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 | Fax: 303-987-2032
www.sdmsi.com

Statement Date: 04/30/2022
Statement No. 103545
Account No. HCROSSMD.14

Highline Crossing Metropolitan District

Financial-Bond Matters

Fees

		Hours	
04/25/2022	SB		
			Review correspondence from Mr. Solin regarding the Bond payment. Print out and prepare the invoice for the June 1 Bond payment to be made May 16.
		0.10	14.80
		<u>0.10</u>	<u>14.80</u>
			For Current Services Rendered
			Total Current Work
			14.80
			Previous Balance
			\$74.00

Payments

04/06/2022	Payment		-74.00
	Balance Due		<u>\$14.80</u>

SDMS

Special District Management Services, Inc.

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 | Fax: 303-987-2032
www.sdmsi.com

Highline Crossing Metropolitan District

Statement Date: 04/30/2022
Statement No. 103546
Account No. HCROSSMD.15

Financial-Bond Compliance

	Previous Balance		\$118.40
		<u>Payments</u>	
04/06/2022	Payment		-118.40
	Balance Due		<u>\$0.00</u>

SDMS

Special District Management Services, Inc.

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 | Fax: 303-987-2032
www.sdmsi.com

Highline Crossing Metropolitan District

Statement Date: 04/30/2022
Statement No. 103547
Account No. HCROSSMD.16

Management-Bond Matters

	Previous Balance		\$103.60
		<u>Payments</u>	
04/06/2022	Payment		-103.60
	Balance Due		<u>\$0.00</u>



Special District Management Services, Inc.

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 | Fax: 303-987-2032
www.sdmsi.com

Statement Date: 04/30/2022
Statement No. 103548
Account No. HCROSSMD.17

Highline Crossing Metropolitan District

Fee Tracking and Collections

Fees

Table with columns for Date, Initials, Description, Hours, and Amount. Rows include dates from 04/01/2022 to 04/18/2022 with various tasks like 'Process online payments' and 'Reconcile deposits'.

SDMS SPECIAL DISTRICT MANAGEMENT SERVICES, INC.

141 Union Boulevard, Suite 150
 Lakewood, CO 80228-1898
 303-987-0835 | Fax: 303-987-2032
 www.sdmsi.com

Statement Date: 04/30/2022
 Statement No. 103548
 Account No. HCROSSMD.17

Highline Crossing Metropolitan District

			Hours			
04/19/2022	NT	Process online payments. Save daily deposit.	0.20	14.00		
04/20/2022	DH	Process online payments. Save daily deposit. Email communication to Whitney at OS National re: final payment for account 1021003.	0.30	21.00		
04/21/2022	DH	Process online payments. Save daily deposit. Research returned mail.	0.50	35.00		
04/22/2022	DH	Process online payments. Save daily deposit.	0.20	14.00		
04/25/2022	KH	Process multiple online payments. Save daily deposit.	0.30	21.00		
04/26/2022	KH	Process online payments. Save daily deposit. Process a transfer from Xpress Bill Pay bank to FirstBank.	0.30	21.00		
04/27/2022	KH	Process online payments. Save daily deposit.	0.20	14.00		
04/28/2022	KH	Check credit card pay portal for payments.	0.10	7.00		
04/29/2022	KH	Check credit card pay portal for payments.	<u>0.10</u>	<u>7.00</u>		
		For Current Services Rendered	6.70	469.00		
		Total Current Work		469.00		
		Previous Balance		\$728.00		
<u>Payments</u>						
04/06/2022		Payment		-350.00		
		Balance Due		<u>\$847.00</u>		
Aged Due Amounts						
	<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
	847.00	0.00	0.00	0.00	0.00	0.00

SDMS Special District Management Services, Inc.

141 Union Boulevard, Suite 150
 Lakewood, CO 80228-1898
 303-987-0835 | Fax: 303-987-2032
 www.sdmsi.com

Statement Date: 04/30/2022
 Statement No. 103549
 Account No. HCROSSMD.19

Highline Crossing Metropolitan District

Field Maintenance and Repair

Fees

		Hours	
04/26/2022	SO		
			Locate and mark district utilities regarding UNCC ticket number B211500809-00B, B211500816-00B, B211500806-00B, B211500803-00B, B211500798-00B and B211500819-00B.
		1.20	96.00
04/28/2022	JNM		
			Process 3 locate requests on Utility Notification Center of Colorado(UNCC) ticket for the month of April.
		0.30	24.00
	SO		
			Process 11 locate requests on Utility Notification Center of Colorado(UNCC) ticket for the month of April.
		1.10	88.00
		<u>2.60</u>	<u>208.00</u>
			For Current Services Rendered
			Total Current Work
			208.00
			Previous Balance
			\$224.00

Payments

04/06/2022	Payment		-184.00
	Balance Due		<u>\$248.00</u>

Aged Due Amounts

<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
248.00	0.00	0.00	0.00	0.00	0.00



Special District Management Services, Inc.

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 | Fax: 303-987-2032
www.sdmsi.com

Statement Date: 04/30/2022
Statement No. 103550
Account No. HCROSSMD.21

Highline Crossing Metropolitan District

Covenant Control

Fees

Table with columns for Date, Code, Description, Hours, and Amount. Rows include various services like 'Monthly planning for On-Site Inspections', 'On-Site Inspection', and 'Phone call with new resident'.

Payments

Table with columns for Date, Description, and Amount. Includes a payment entry for 04/06/2022 and a final 'Balance Due' of \$1,090.00.

Aged Due Amounts

Summary table for aged due amounts with columns: 0-30, 31-60, 61-90, 91-120, 121-180, 181+.

SDMS

Special District Management Services, Inc.

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 | Fax: 303-987-2032
www.sdmsi.com

Statement Date: 04/30/2022
Statement No. 103551
Account No. HCROSSMD.24

Highline Crossing Metropolitan District

Website Design and Maintenance

	Previous Balance		\$54.00
		<u>Payments</u>	
04/06/2022	Payment		-54.00
	Balance Due		<u>\$0.00</u>

MAY 02 2022

xpress BILL PAY

INVOICE

Invoice To: Highline Crossing Metropolitan District
141 Union Boulevard, Suite 150
Lakewood CO, 80228

Invoice #: 64840
Date: 4/30/2022
Due Date: 5/5/2022
Terms: Net 5

Attention:
AP@sdmsi.com

Account #: 10528
P.O. No.:

Product / Service Description	Qty	Unit Price	Line Total
EFT Web Transactions	22	0.49	10.78
Credit/Debit Card Web Transactions	22	0.39	8.58
Online Banking - Bank Bill Pay Transactions	2	0.25	0.50
Lock Box Service Transactions	11	0.48	5.28
Toll Free Operator Assisted Transactions	2	0.95	1.90
Support, Maintenance, Hosting - Fee	1	10.00	10.00
Total			\$37.04
Payments/Credit			\$0.00
Balance Due			\$37.04

*Auto Pay Invoice 1/6/14
Approval -*

PLEASE DO NOT SEND A CHECK
Your account will be debited on the 5th of the Month

HIGHLINE CROSSING METROPOLITAN DISTRICT
Schedule of Cash Position
March 31, 2022

	Operating	Debt Service	Total
Checking:			
Cash in Bank-First Bank	\$ 25,171.36	\$ 238,103.41	\$ 263,274.77
Xpress Deposit Account	25,515.00	-	25,515.00
UMB Trust Accounts:			
Bond Surplus Fund	-	59,081.00	59,081.00
Bond Fund	-	162.39	162.39
Reserve Fund	-	129,577.38	129,577.38
TOTAL FUNDS:	\$ 50,686.36	\$ 426,924.18	\$ 477,610.54

2022 Mill Levy Information

Certified General Fund Mill Levy	18.000
Certified Debt Service Fund Mill Levy	56.778
Total Certified Mill Levy	74.778

Board of Directors

- *
- *
- * Daniel J. Payotelis
- * William Moore

HIGHLINE CROSSING METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

March 31, 2022

HIGHLINE CROSSING METROPOLITAN DISTRICT
Combined Balance Sheet - All Fund Types and Account Groups
March 31, 2022

	<u>General</u>	<u>Debt Service</u>	<u>Long-Term Debt</u>	<u>Total</u>
Assets				
Cash in Bank-First Bank	\$ 25,171	\$ 238,103	\$ -	\$ 263,275
Xpress Deposit Account	25,515	-	-	25,515
Bond Surplus Fund	-	59,081	-	59,081
Bond Fund	-	162	-	162
Reserve Fund	-	129,577	-	129,577
Accounts Receivable	5,759	-	-	5,759
Property Taxes Receivable	30,111	94,979	-	125,090
Total Current Assets	<u>86,556</u>	<u>521,903</u>	<u>-</u>	<u>608,460</u>
Other Debits				
Amount in Debt Service Fund	-	-	421,760	421,760
Amount to be Provided for Debt	-	-	1,696,210	1,696,210
Total Other Debits	<u>-</u>	<u>-</u>	<u>2,117,969</u>	<u>2,117,969</u>
Total Assets	<u>\$ 86,556</u>	<u>\$ 521,903</u>	<u>\$ 2,117,969</u>	<u>\$ 2,726,429</u>
Liabilities				
Due to City of Aurora	\$ -	\$ 5,165	\$ -	\$ 5,165
Bonds Payable - 2017A	-	-	1,565,000	1,565,000
Bonds Payable - 2017B	-	-	336,000	336,000
Unpaid Interest - 2017B Bonds	-	-	99,487	99,487
Developer Advance- Operations	-	-	94,563	94,563
Developer Advance- Interest	-	-	22,919	22,919
Total Liabilities	<u>-</u>	<u>5,165</u>	<u>2,117,969</u>	<u>2,123,134</u>
Deferred Inflows of Resources				
Deferred Property Taxes	30,111	94,979	-	125,090
Total Deferred Inflows of Resources	<u>30,111</u>	<u>94,979</u>	<u>-</u>	<u>125,090</u>
Fund Balance				
Investment in Fixed Assets	-	-	-	-
Fund Balance	31,349	356,454	-	387,802
Current Year Earnings	25,097	65,306	-	90,402
Total Fund Balances	<u>56,445</u>	<u>421,760</u>	<u>-</u>	<u>478,205</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 86,556</u>	<u>\$ 521,903</u>	<u>\$ 2,117,969</u>	<u>\$ 2,726,429</u>

HIGHLINE CROSSING METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 3 Months Ending
March 31, 2022
General 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	\$ 20,452	\$ 20,452	\$ 50,563	\$ (30,111)	40%
Specific Ownership Taxes	538	538	2,750	(2,212)	20%
Interest Income	-	-	15	(15)	0%
Working Capital Fee	1,200	1,200	200	1,000	600%
Operations Fee	15,930	15,930	63,000	(47,070)	25%
Design Review Fees	-	-	50	(50)	0%
Miscellaneous Income	17,131	17,131	-	17,131	-
Total Revenues	<u>55,251</u>	<u>55,251</u>	<u>116,578</u>	<u>(61,327)</u>	<u>47%</u>
Expenditures					
Covenant Control	1,190	1,190	7,200	6,010	17%
Billing	877	877	4,000	3,123	22%
Accounting	2,116	2,116	10,000	7,884	21%
Audit	-	-	5,500	5,500	0%
Election	370	370	3,000	2,630	12%
Landscape Maintenance	4,642	4,642	28,000	23,358	17%
Landscape Improvements	-	-	5,000	5,000	0%
Irrigation Repair	-	-	5,000	5,000	0%
Snow Removal	7,961	7,961	10,000	2,040	80%
Insurance/SDA Dues	7,729	7,729	9,000	1,271	86%
Legal	1,287	1,287	7,000	5,713	18%
Management	2,496	2,496	9,000	6,504	28%
Miscellaneous	872	872	2,000	1,128	44%
Treasurer's Fees	307	307	758	451	40%
Repairs and Maintenance	225	225	2,000	1,775	11%
Fence Repairs	-	-	2,000	2,000	0%
Utilities	84	84	12,000	11,916	1%
Contingency	-	-	5,000	5,000	0%
Emergency Reserve	-	-	3,497	3,497	0%
Total Expenditures	<u>30,155</u>	<u>30,155</u>	<u>129,955</u>	<u>99,800</u>	<u>23%</u>
Excess (Deficiency) of Revenues Over Expenditures	25,097	25,097	(13,377)	38,474	
Beginning Fund Balance	31,349	31,349	19,332	12,017	
Ending Fund Balance	<u>\$ 56,445</u>	<u>\$ 56,445</u>	<u>\$ 5,955</u>	<u>\$ 50,490</u>	

HIGHLINE CROSSING METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 3 Months Ending
March 31, 2022
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	\$ 63,247	\$ 63,247	\$ 156,363	\$ (93,116)	40%
Regional Improvement	1,266	1,266	3,129	(1,863)	40%
Specific Ownership Tax	1,696	1,696	7,600	(5,904)	22%
Interest Income/Other	64	64	400	(336)	16%
Total Revenues	<u>66,274</u>	<u>66,274</u>	<u>167,492</u>	<u>(101,218)</u>	<u>40%</u>
Expenditures					
Bond Principal	-	-	15,000	15,000	0%
Bond Interest	-	-	86,075	86,075	0%
Paying Agent Fees	-	-	5,500	5,500	0%
Miscellaneous Expense	-	-	250	250	0%
Aurora Expense	-	-	3,082	3,082	0%
Contingency	-	-	10,000	10,000	0%
Treasurer's Fees	949	949	2,392	1,443	40%
Treasurer Fee- Reg Imp	19	19	50	31	0.38
Total Expenditures	<u>968</u>	<u>968</u>	<u>122,349</u>	<u>121,381</u>	<u>1%</u>
Excess (Deficiency) of Revenues Over Expenditures	65,306	65,306	45,143	20,163	
Beginning Fund Balance	356,454	356,454	350,720	5,734	
Ending Fund Balance	<u>\$ 421,760</u>	<u>\$ 421,760</u>	<u>\$ 395,863</u>	<u>\$ 25,897</u>	



SCHILLING & COMPANY, INC.

Certified Public Accountants

P.O. Box 631579
HIGHLANDS RANCH, CO 80163

PHONE: 720.348.1086
FAX: 720.348.2920

June 20, 2022

To the Board of Directors
Highline Crossing Metropolitan District
Adams County, Colorado

We have audited the financial statements of the governmental activities and the major funds of Highline Crossing Metropolitan District (District) for the year ended December 31, 2021, and have issued our report thereon dated June 20, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter dated November 16, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2021.

We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. There were no accounting estimates that are considered particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The disclosures in the financial statements are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing the audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole. The attached Exhibit I of material misstatements detected as a result of audit procedures were corrected by management.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that there were no such disagreements during the course of the audit.

Management Representation

We have requested certain representations from management that are included in the management representation letter dated June 20, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition of our retention.

Other Matters

We were engaged to report on supplementary information (as listed in the table of contents to the basic financial statements), which accompanies the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on other information (as listed in the table of contents to the basic financial statements), which accompanies the financial statements but is not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the use of the Board of Directors and management of the District and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

SCHILLING & COMPANY, INC.

Schilling & Company, Inc.

DRAFT 6/13/2022
SUBJECT TO REVISION

Adj. Journal Entries
Highline Crossing Metropolitan District
12/31/2021

Exhibit I

AJE No.	Account Description	W/P Ref	Account Number	Debits	Credits
1	Operations Fee	B-2	1-564	1,520.00	
1	Accounts Receivable		1-142		1,520.00
To adjust accounts receivable at 12/31/21					
2	Aurora Expense	100	2-650	2,838.72	
2	Due to City of Aurora		2-315		2,838.72
To record ARTA taxes due to the City of Aurora for 2021					
3	Landscape Maintenance	302	1-640	2,251.25	
3	Irrigation Repair		1-642		2,251.25
To reclassify landscape maintenance installment payment recorded in the incorrect account.					
4	Cash in Bank - First Bank	A-1	1-111	3,996.66	
4	Accounts Payable		1-310		3,996.66
To reclassify December bills not paid until January by adding back the cash and increasing accounts payable.					
Totals				10,606.63	10,606.63

**HIGHLINE CROSSING
METROPOLITAN DISTRICT
Arapahoe County, Colorado**

**FINANCIAL STATEMENTS
DECEMBER 31, 2021**

DRAFT 6/13/2022
SUBJECT TO REVISION

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SCHILLING & COMPANY, INC.

Certified Public Accountants

P.O. Box 631579
HIGHLANDS RANCH, CO 80163

PHONE: 720.348.1086
FAX: 720.348.2920

Independent Auditor's Report

Board of Directors
Highline Crossing Metropolitan District
Arapahoe County, Colorado

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Highline Crossing Metropolitan District (District) as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Highline Crossing Metropolitan District, as of December 31, 2021, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplemental Information

Management has omitted the management's discussion and analysis that governmental accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's financial statements as a whole. The supplementary information listed in the table of contents is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information is comprised of the other information as listed in the table of contents but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Highlands Ranch, Colorado
June 20, 2022

BASIC FINANCIAL STATEMENTS

DRAFT 6/13/2022
SUBJECT TO REVISION

**HIGHLINE CROSSING METROPOLITAN DISTRICT
STATEMENT OF NET POSITION
GOVERNMENTAL ACTIVITIES
December 31, 2021**

ASSETS

Cash and investments - unrestricted	\$	33,584
Cash and investments - restricted		360,792
Cash with County Treasurer		1,088
Accounts receivable		4,239
Property taxes receivable		210,055
Prepaid expense		450
Total assets		610,208

LIABILITIES

Accounts payable		8,706
Due to City of Aurora		8,003
Accrued interest payable		7,173
Bonds and advances payable		
Due within one year		15,000
Due in more than one year		2,134,854
Total liabilities		2,173,736

DEFERRED INFLOWS OF RESOURCES

Property tax revenue		210,055
Total deferred inflows of resources		210,055

NET POSITION

Restricted for emergencies		3,100
Restricted for debt service		216,917
Unrestricted		(1,993,600)
Total net position		\$ (1,773,583)

These financial statements should be read only in connection with
the accompanying notes to financial statements.

HIGHLINE CROSSING METROPOLITAN DISTRICT
STATEMENT OF ACTIVITIES
GOVERNMENTAL ACTIVITIES
Year Ended December 31, 2021

	Program Revenues			Net (Expense)
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Revenue and Changes in Net Position
General government	\$ 97,153	\$ 50,845	\$ -	\$ (46,308)
Interest and fiscal charges	136,504	-	-	(136,504)
	\$ 233,657	\$ 50,845	\$ -	(182,812)
General revenues:				
Taxes:				
Property taxes				193,467
Specific ownership taxes				13,334
Net investment income				599
Total general revenues				207,400
Change in net position				24,588
Net position - beginning				(1,798,171)
Net position - ending				\$ (1,773,583)

These financial statements should be read only in connection with the accompanying notes to financial statements.

**HIGHLINE CROSSING METROPOLITAN DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2021**

	General	Debt Service	Total Governmental Funds
ASSETS			
Cash and investments - unrestricted	\$ 33,584	\$ -	\$ 33,584
Cash and investments - restricted	-	360,792	360,792
Cash with County Treasurer	262	826	1,088
Accounts receivable	4,239	-	4,239
Property tax receivable	50,563	159,492	210,055
Prepaid expense	450	-	450
TOTAL ASSETS	\$ 89,098	\$ 521,110	\$ 610,208
LIABILITIES			
Accounts payable	\$ 8,706	\$ -	\$ 8,706
Due to City of Aurora	-	8,003	8,003
Total liabilities	8,706	8,003	16,709
DEFERRED INFLOWS OF RESOURCES			
Deferred property tax revenue	50,563	159,492	210,055
Total deferred inflows of resources	50,563	159,492	210,055
FUND BALANCES			
Nonspendable - prepaid items	450	-	450
Spendable:			
Restricted for:			
Emergencies	3,100	-	3,100
Debt service	-	353,615	353,615
Assigned for subsequent year's expenditures	13,378	-	13,378
Unassigned	12,901	-	12,901
Total fund balances	29,829	353,615	383,444
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 89,098	\$ 521,110	

Amounts reported for governmental activities in the Statement of Net Position are different because:

Some liabilities, including bonds payable, developer advances and other accrued payables are not due and payable in the current period and, therefore, are not reported in the Balance Sheet - Governmental Funds.

General obligation bonds payable	(1,901,000)
Developer advances	(94,563)
Accrued interest payable - 2017A bonds	(7,173)
Accrued and unpaid interest payable - 2017B bonds	(133,237)
Accrued interest payable - developer advances	(21,054)
	<u>(2,157,027)</u>
Net position of governmental activities	<u>\$ (1,773,583)</u>

These financial statements should be read only in connection with
the accompanying notes to financial statements.

**HIGHLINE CROSSING METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS
Year Ended December 31, 2021**

	<u>General</u>	<u>Debt Service</u>	<u>Total Governmental Funds</u>
REVENUES			
Property tax	\$ 46,570	\$ 146,897	\$ 193,467
Specific ownership tax	3,210	10,124	13,334
Net investment income	122	477	599
Transfer fee	900	-	900
Operations fee	49,795	-	49,795
Review fee	150	-	150
Total revenues	<u>100,747</u>	<u>157,498</u>	<u>258,245</u>
EXPENDITURES			
Current			
Management fees	13,649	-	13,649
Billing services	3,227	-	3,227
Accounting	10,178	-	10,178
Audit	4,700	-	4,700
Legal	8,525	-	8,525
Insurance	8,270	-	8,270
Miscellaneous	4,138	-	4,138
County Treasurer's fees	700	2,209	2,909
IGA - Aurora	-	2,839	2,839
Covenant control	4,209	-	4,209
Landscape maintenance	17,209	-	17,209
Landscape improvements	1,435	-	1,435
Repairs and maintenance	1,150	-	1,150
Irrigation repair	2,749	-	2,749
Snow removal	5,975	-	5,975
Utilities	8,830	-	8,830
Debt service			
Paying agent fees and other fees	-	5,519	5,519
Bond principal	-	15,000	15,000
Bond interest	-	86,900	86,900
Total expenditures	<u>94,944</u>	<u>112,467</u>	<u>207,411</u>
NET CHANGE IN FUND BALANCES	5,803	45,031	50,834
FUND BALANCES - BEGINNING OF YEAR	24,026	308,584	332,610
FUND BALANCES - END OF YEAR	<u>\$ 29,829</u>	<u>\$ 353,615</u>	<u>\$ 383,444</u>

These financial statements should be read only in connection with
the accompanying notes to financial statements.

**HIGHLINE CROSSING METROPOLITAN DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL
FUNDS TO THE STATEMENT OF ACTIVITIES
Year Ended December 31, 2021**

A reconciliation reflecting the differences between the governmental funds net change in fund balances and change in net position reported for governmental activities in the Statement of Activities as follows:

Net change in fund balances - Total governmental funds	<u>\$ 50,834</u>
<p>Governmental funds report capital outlays as expenditures. In the statement of activities capital outlay is not reported as an expenditure. Instead the cost of the asset is allocated over its estimated useful life, and recorded as depreciation expense in each of those years.</p> <p style="padding-left: 20px;">Capital assets contributed to other governments</p>	
<p>The repayment of the principal of long-term debt consumes current financial resources of governmental funds. However, it has no effect on net position.</p> <p style="padding-left: 20px;">Bond principal</p>	
	<u>15,000</u>
<p>Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.</p> <p style="padding-left: 20px;">Change in accrued interest and unpaid interest payable - bonds</p> <p style="padding-left: 20px;">Change in accrued interest payable - developer advances</p>	
	<p>(33,681)</p> <p>(7,565)</p> <p><u>(41,246)</u></p>
Change in net position - Governmental activities	<u><u>\$ 24,588</u></u>

These financial statements should be read only in connection with the accompanying notes to financial statements.

**HIGHLINE CROSSING METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND
Year Ended December 31, 2021**

	Original and Final Budgeted Amounts	Actual	Variance with Final Budget - Positive (Negative)
REVENUES			
Property tax	\$ 46,570	\$ 46,570	\$ -
Specific ownership taxes	2,750	3,210	460
Net investment income	15	122	107
Transfer fee	200	900	700
Operations fee	50,490	49,795	(695)
Review fee	50	150	100
Total Revenues	100,075	100,747	672
EXPENDITURES			
Management fees	9,000	13,649	(4,649)
Billing services	4,000	3,227	773
Accounting	10,000	10,178	(178)
Audit	6,000	4,700	1,300
Legal	7,000	8,525	(1,525)
Insurance	8,800	8,270	530
Miscellaneous	1,000	4,138	(3,138)
County Treasurer's fees	699	700	(1)
Covenant control	7,200	4,209	2,991
Landscape maintenance	16,000	17,209	(1,209)
Landscape improvements	3,500	1,435	2,065
Repairs and maintenance	2,000	1,150	850
Irrigation repair	5,000	2,749	2,251
Snow removal	15,000	5,975	9,025
Detention pond maintenance	1,400	-	1,400
Operations and maintenance reserves	2,000	-	2,000
Fence repairs	2,000	-	2,000
Utilities	14,000	8,830	5,170
Emergency reserves	3,002	-	3,002
Total Expenditures	117,601	94,944	22,657
NET CHANGE IN FUND BALANCE	(17,526)	5,803	23,329
FUND BALANCE - BEGINNING OF YEAR	19,705	24,026	4,321
FUND BALANCE - END OF YEAR	\$ 2,179	\$ 29,829	\$ 27,650

These financial statements should be read only in connection with
the accompanying notes to financial statements.

**HIGHLINE CROSSING METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 1 – DEFINITION OF REPORTING ENTITY

Highline Crossing Metropolitan District (District), a quasi-municipal corporation, is governed pursuant to the provisions of the Colorado Special District Act. The District's service area is located in Arapahoe County, Colorado. The District was established to provide financing for the acquisition, construction, installation and/or operation of street improvements, water, sanitation, safety protection, park and recreation and transportation services. A majority of the facilities constructed by the District have been conveyed to the City of Aurora for perpetual maintenance except certain common-area, street-scape and median landscape areas monument signs, and detention ponds.

The District has no employees and all operations and administrative functions are contracted.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the District are described as follows:

Government-wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues.

The statement of net position reports all financial and capital resources of the District, the difference between the District's assets plus deferred outflows of resources and liabilities plus deferred inflows of resources, being reported as net position.

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

**HIGHLINE CROSSING METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021**

Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Depreciation is computed and recorded as an operating expense. Expenditures for capital assets are shown as increases in assets and redemption of bonds and notes are recorded as a reduction in liabilities.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property and specific ownership taxes. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation paid. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of the governmental funds.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures level and lapses at year end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

Pooled Cash and Investments

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited

**HIGHLINE CROSSING METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021**

to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each funds' average equity balance in total cash.

Capital Assets

Capital assets, which include infrastructure improvements, are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable. Any construction in process that will be dedicated to another entity is not depreciated. As of December 31, 2021, the District had no depreciable capital assets as all capital assets were conveyed to the City of Aurora in 2018.

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April 30 or if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflows of resources in the year they are levied and measurable. The deferred property tax revenues are recorded as revenue in the year they are available or collected.

Deferred Inflows/Outflows of Resources

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. Deferred inflows of resources reported in the governmental funds for unavailable revenues are property taxes levied for the ensuing year.

**HIGHLINE CROSSING METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021**

Debt Issue Costs and Original Issue Discount/Premium

In the government-wide financial statements, debt premiums and discounts are deferred and amortized over the life of the debt using the effective interest method, with the unamortized amount included as a component of the debt. Debt issuance costs are treated as a period cost and expensed in the year incurred.

In the fund financial statements, governmental fund types recognize debt premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Fund Balances – Governmental Funds

The District's governmental fund balances may consist of five classifications based on the relative strength of the spending constraints:

Nonspendable fund balance—the amount of fund balance that is not in spendable form (such as inventory or prepaids) or is legally or contractually required to be maintained intact.

Restricted fund balance—the amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.

Committed fund balance—amounts constrained to specific purposes by the District itself, using its highest level of decision-making authority (i.e., Board of Directors). To be reported as committed, amounts cannot be used for any other purpose unless the District takes the same highest level action to remove or change the constraint.

Assigned fund balance—amounts the District intends to use for a specific purpose. Intent can be expressed by the District Board of Directors or by an official or body to which the District Board of Directors delegates the authority.

Unassigned fund balance—amounts that are available for any purpose.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the District Board of Directors has provided otherwise in its commitment or assignment actions.

Operations and Transfer Fees

The District has imposed an Operations Fee in the amount of \$800 per year on each residential lot within the District. The Operations Fee is billed in quarterly amounts of \$200 and is to be used for operations and maintenance costs.

**HIGHLINE CROSSING METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021**

The District has imposed a Transfer Fee in order to offset administrative costs associated with a transfer of ownership of any unit located within the District. The Transfer Fee is \$300 per lot and is due and payable at the time of any sale, transfer or re-sale of any single-family dwelling which has a certificate of occupancy.

NOTE 3 - CASH AND INVESTMENTS

Cash and investments as of December 31, 2021, are classified in the accompanying financial statements as follows:

Cash and investments - unrestricted	\$ 33,584
Cash and investments - restricted	<u>360,792</u>
	<u><u>\$ 394,376</u></u>

Cash and investments as of December 31, 2021, consist of the following:

Deposits with financial institutions	\$ 205,619
Investments	<u>188,757</u>
	<u><u>\$ 394,376</u></u>

Cash Deposits

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least equal to 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by Statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

As of December 31, 2021, the District's cash deposits had a bank balance of \$205,145 and carrying balance of \$205,619.

Investments

The District has not adopted a formal investment policy; however, the District follows State Statutes regarding investments.

The District follows Colorado State Statutes which specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States and certain U.S. government agency securities and the World Bank

**HIGHLINE CROSSING METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021**

- . General obligation and revenue bonds of U.S. local government entities
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Certain reverse repurchase agreements
- . Certain securities lending agreements
- . Certain corporate bonds
- . Written repurchase agreements collateralized by certain authorized securities
- . Certain money market funds
- . Guaranteed investment contracts
- . Local government investment pools

As of December 31, 2021, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Carrying Value</u>
COLOTRUST Plus+	Weighted average under 60 days	\$ <u>188,757</u>

COLOTRUST

As of December 31, 2021, the District has invested in the Colorado Local Government Liquid Asset Trust (the Trust or COLOTRUST), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust operates similarly to a money market fund. The Trust offers shares in three portfolios, COLOTRUST Prime (Prime), COLOTRUST Plus+ (Plus+) and COLOTRUST Edge (Edge). All portfolios may invest in U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain obligations of U.S. government agencies and instrumentalities, and repurchase agreements collateralized with certain U.S. government agencies or instrumentalities. COLOTRUST Plus+ and COLOTRUST Edge may also invest in the highest rated commercial paper. The Prime and Plus+ portfolios are restricted to a weighted average maturity (WAM) of 60 days or less while the Edge portfolio incorporates longer-dated securities with a WAM of 60 days or more. Both Prime and Plus+ portfolios are rated AAAM by Standard and Poor's and the EDGE portfolio is rated AAf/S1 by Fitch Ratings. Information related to COLOTRUST, including the annual audited financial statements, can be found at the COLOTRUST website at www.colotrust.com.

Investment Valuation

Certain investments are measured at fair value on a recurring basis are categorized within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The District's investments are not required to be categorized within the fair value hierarchy. These investments are measured at amortized cost or in certain circumstances the value is calculated using the net asset value (NAV) per share, or its equivalent of the investment. These investments include 2a7-like external investment pools and money market investments. The District held investments in COLOTRUST at yearend for which the investment valuations were determined as follows.

**HIGHLINE CROSSING METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021**

COLOTRUST records its investments at fair value and the District records its investments in COLOTRUST at net asset value as determined by fair value. Each share of Prime and Plus is equal in value to \$1.00 and the redemption frequency is daily with no redemption notice period. Edge's net asset value is managed to approximate a \$10.00 transactional share price and the redemption frequency is five business days. The principal value of an Edge investment may fluctuate and could be greater or less than \$10.00 per share at time of purchase, prior to redemption, and at the time of redemption. There are no unfunded commitments.

Restricted Cash and Investments

As of December 31, 2021, cash and investments in the amount of \$360,792 are restricted for debt service in accordance with the indenture of trust related to the Series 2017A and B General Obligation Bonds (See Note 4).

NOTE 4 – LONG-TERM OBLIGATIONS

The following is an analysis of the changes in the District's long-term obligations for the year ended December 31, 2021:

	<u>Balance at December 31, 2020</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance at December 31, 2021</u>	<u>Due Within One Year</u>
General Obligation Bonds:					
2017A	\$ 1,580,000	\$ -	\$ (15,000)	\$ 1,565,000	\$ 15,000
2017B	336,000	-	-	336,000	-
Unpaid accrued interest:					
2017B bonds	99,487	33,750	-	133,237	-
Developer Advances	94,563	-	-	94,563	-
Accrued interest on Developer Advances	13,489	7,565	-	21,054	-
	<u>\$ 2,123,539</u>	<u>\$ 41,315</u>	<u>\$ (15,000)</u>	<u>\$ 2,149,854</u>	<u>\$ 15,000</u>

The detail of the District's long-term debt is as follows:

General Obligation Limited Tax Bonds, Series 2017A and 2017B

Series 2017A

On July 13, 2017, the District issued \$1,590,000 General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2017A, (2017A Bonds), with interest of 5.50%. Proceeds of the 2017A Bonds were used for issuance costs and to reimburse the Developer for capital construction costs. The 2017A Bonds mature on December 1, 2047 with mandatory sinking fund payments each year beginning December 1, 2021 in varying amounts. Interest is due each June 1 and December 1, commencing December 1, 2017. The 2017A Bonds are subject to optional redemption, as a whole or in integral multiples of \$1,000 on any date, upon payment of par and accrued interest plus a redemption premium in varying rates beginning on December 1, 2022.

**HIGHLINE CROSSING METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021**

The 2017A Bonds are payable from pledged revenue, which includes the District's covenant to levy the required mill levy on all taxable property within the District to pay for debt scheduled payments, specific ownership taxes, capital fees and any other revenues designated as such and pledged to the payment of the 2017A Bonds by a resolution adopted by the Board. Prior to the Conversion Date (first date on which both the debt to assessed ratio is 50% or less; and no amounts of principal or interest on the 2017A Bonds are due but unpaid), the District is required to impose a mill levy sufficient to pay principal and interest on the 2017A Bonds as they come due, and if necessary, an amount sufficient to replenish the Reserve Fund to the amount of the Required Reserve, but (1) not in excess of 50.000 mills, and (2) for so long as the Surplus Fund is less than the Maximum Surplus Amount, not less than 50.000 mills; provided, however, that in the event the method of calculating assessed valuation is or was changed after January 1, 2004, any change in law, change in method of calculation, the minimum and maximum mill levies shall be increased or decreased to reflect such changes. On and after the Conversion Date, the District is to impose a mill levy in an amount sufficient to pay the principal and interest on the 2017A Bonds as they come due. The District levied 55.664 mills for collection in 2021 and 2022.

Pursuant to the Indenture of Trust, the District is required to establish a Reserve Fund for the 2017A Bonds with bond proceeds in the amount of \$129,525. As of December 31, 2021, the balance was \$129,533.

Pledged revenue not required for the payment of the 2017A Bonds or the Reserve Fund shall be credited to the Surplus Fund up to a maximum amount of \$159,000. As of December 31, 2021, the balance was \$59,061.

Series 2017B

On July 13, 2017 the District issued \$336,000 Subordinate General Obligation Limited Tax Bonds, Series 2017B (2017B Bonds), with interest of 7.75%. Proceeds of the 2017B Bonds were used for issuance costs and to reimburse the Developer for capital construction costs. The 2017B Bonds mature on December 15, 2047. Interest is payable on December 15 of each year, commencing on December 15, 2017. Unpaid interest shall compound annually on December 15 of each year.

The 2017B Bonds are only payable in any particular year to the extent that there are amounts available in the Subordinate Pledged Revenue Fund. The Subordinate Pledged Revenue Fund is to be funded from the Subordinate Required Mill Levy, specific ownership taxes, capital fees and any other revenues designated as such and pledged to the payment of the bonds by a resolution adopted by the Board. The Subordinate Required Mill Levy is 50.000 mills less the 2017A Bond mill levy.

The District's 2017A General Obligation Bonds will mature as follows:

**HIGHLINE CROSSING METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021**

Year Ending December 31,	Principal	Interest	Total
2022	\$ 15,000	\$ 86,075	\$ 101,075
2023	15,000	85,250	100,250
2024	20,000	84,425	104,425
2025	20,000	83,325	103,325
2026	25,000	82,225	107,225
2027-2031	155,000	388,575	543,575
2032-2036	240,000	337,150	577,150
2037-2041	350,000	259,875	609,875
2042-2046	480,000	149,875	629,875
2047	245,000	13,475	258,475
	\$ 1,565,000	\$ 1,570,250	\$ 3,135,250

Annual debt service requirements of the District's Subordinate General Obligation Limited Tax Bonds, Series 2017B Bonds are not currently determinable since they are payable only from funds available from Subordinate Pledged Revenue.

2016 Operation Funding Agreement

The District and Meritage Homes of Colorado, Inc (the Developer) entered into an Operation Funding Agreement on September 23, 2016 with an effective date of August 16, 2016 (2016 OFA). The 2016 OFA provides for the Developer to advance funds for ongoing operating expenses incurred by the District through December 31, 2016 in an amount not to exceed \$50,000. The District agrees to repay any advances received from any funds available after the payment of its annual debt service obligations and annual operations and maintenance expenses, which repayment is subject to annual budget and appropriation. Interest shall accrue at 8% per annum. Any obligation of the District to reimburse the Developer shall expire on December 31, 2056.

2017 Operation Funding Agreement

On December 8, 2016 (effective January 1, 2017), the District entered into the 2017 Operation Funding Agreement with the Developer as amended by the First Amendment to the 2017 Operation Funding Agreement dated June 14, 2017; the Second Amendment to the 2017 Operation Funding Agreement dated November 7, 2017 and the Third Amendment to the 2017 Operation Funding Agreement dated December 11, 2018 (2017 OFA). The 2017 OFA provides for the Developer to advance funds for ongoing operating expenses incurred by the District through December 31, 2021 in an amount not to exceed \$105,000. The District agrees to repay any advances received from any funds available after the payment of its annual debt service obligations and annual operations and maintenance expenses, which repayment is subject to annual budget and appropriation. Interest shall accrue at 8% per annum. Any obligation for the District to reimburse the Developer shall expire on December 31, 2059.

2021 Operation Funding Agreement

The District and Meritage Homes of Colorado, Inc (the Developer) entered into an Operation Funding Agreement on November 18, 2021 with an effective date of January 1, 2021 (2021 OFA). The 2021 OFA provides for the Developer to advance funds for ongoing operating expenses incurred by the District through December 31, 2021 in an amount not to exceed

**HIGHLINE CROSSING METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021**

\$25,000. The District agrees to repay any advances received from any funds available after the payment of its annual debt service obligations and annual operations and maintenance expenses, which repayment is subject to annual budget and appropriation. Interest shall accrue at 8% per annum. Any obligation of the District to reimburse the Developer shall expire on December 31, 2060.

The 2021 OFA establishes the priority of payments to reimburse the Developer. Payments shall be applied as follows a) first to the 2016 OFA accrued and unpaid interest and then to the 2016 OFA principal amount due; and then b) first to the 2017 OFA accrued and unpaid interest and then to the 2017 OFA principal amount due; and then c) first to the 2021 OFA accrued and unpaid interest and then to the 2021 OFA principal amount due pursuant to the 2021 OFA.

As of December 31, 2021, the District owed a total of \$94,563 in principal and \$21,054 in accrued interest under the 2016 OFA, 2017 OFA and 2021 OFA.

Facilities Funding and Acquisition Agreement

The District and the Developer entered into a Facilities Funding and Acquisition Agreement (FFA Agreement) on September 23, 2016, effective August 16, 2016.

Organization Costs

According to the terms of the FFA Agreement, the District shall reimburse the Developer for organization expenses incurred. Simple interest accrues on the organization expenses at a rate of 8% from the District's organization date or the date the cost was incurred by the Developer, whichever is later.

Construction Costs

The parties to the FFA Agreement acknowledge that the District will incur construction related expenses in connection with the construction of certain public improvements in reliance upon the Developer's commitment to provide funding. In addition, the Developer has or will design, construct and complete certain improvements for District acquisition upon completion. To the extent that the public improvements are not designed, constructed and completed by the Developer for the District's acquisition upon completion, the Developer shall advance funds to the District necessary to fund the construction related expenses up to \$12,000,000 less the aggregate amount of verified construction costs incurred by the Developer through December 31, 2021. Simple interest accrues from the date the costs are incurred by the Developer at a rate of 8%. The District anticipates payment of the developer advances and/or verified costs to be from the proceeds of debt incurred by the District. Any obligation of the District to reimburse the Developer shall expire on December 31, 2056.

As of December 31, 2021, the District had no outstanding obligations under the FFA Agreement.

**HIGHLINE CROSSING METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 5 – DEBT AUTHORIZATION

As of December 31, 2021, the District had the following authorized by unissued indebtedness:

	Authorized May 3, 2016 Election	Authorization Used	Remaining at December 31, 2021
Streets	\$ 10,000,000	\$ 1,066,619	\$ 8,933,381
Parks and recreation	10,000,000	-	10,000,000
Water	10,000,000	216,482	9,783,518
Sanitation	10,000,000	642,899	9,357,101
Public transportation	10,000,000	-	10,000,000
Mosquito control	10,000,000	-	10,000,000
Safety Protection	10,000,000	-	10,000,000
Fire Protection	10,000,000	-	10,000,000
TV relay	10,000,000	-	10,000,000
Security services	10,000,000	-	10,000,000
Operations	10,000,000	-	10,000,000
Refunding	10,000,000	-	10,000,000
IGA Debt	10,000,000	-	10,000,000
	<u>\$ 130,000,000</u>	<u>\$ 1,926,000</u>	<u>\$ 128,074,000</u>

The District's service plan limits the total debt issued to \$10,000,000. In the future, the District may issue a portion or all of the remaining authorized but unissued debt.

NOTE 6 – AGREEMENTS

Intergovernmental Agreement with Aurora

The District and the City of Aurora (City) are parties to an intergovernmental agreement (City IGA) dated September 23, 2016, pursuant to the requirements of the Service Plan. Under the City IGA, the District covenants to dedicate certain public improvements to the City or other appropriate jurisdiction, and covenants that all improvements will be constructed in compliance with the City's standards and specifications. The City IGA states that the District is not authorized to operate and maintain improvements, other than park and recreation improvements and landscape, access and drainage are improvements within certain tracts, unless otherwise agreed to by the City. The District is required to impose a mill levy for Aurora regional improvements (the ARI Mill Levy). The ARI Mill Levy is defined in the Service Plan as: (i) for the first 20 years (beginning in the first year of collection of a debt service mill levy by the District), one mill; (ii) for the next 20 years, five mills; and (iii) for the next 10 years, a mill levy equal to the average debt service mill levy imposed by the District in the 10 years prior to the date of repayment of the debt it issued to construct nonregional improvements. The District levied 1.114 mills for collection in 2021 and 2022.

NOTE 7 – FUND EQUITY

As of December 31, 2021, the District reported the following classifications of fund equity.

**HIGHLINE CROSSING METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021**

Nonspendable Fund Balance

The nonspendable fund balance in the General Fund in the amount of \$450 is comprised of prepaid amounts which are not in spendable form.

Restricted Fund Balance

The restricted fund balance in the General Fund in the amount of \$3,100 is comprised of the Emergency Reserves that have been provided for as required by Article X, Section 20 of the Constitution of the State of Colorado (see Note 10). The restricted fund balance in the Debt Service Fund in the amount of \$353,615 is to be used exclusively for debt service requirements (see Note 4).

NOTE 8 - NET POSITION

The District's net position consists of two components – restricted and unrestricted.

The restricted portion of net position includes amounts that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The District's restricted net position at December 31, 2021 is as follows:

Restricted net position:

Emergency reserves (see Note 11)	\$ 3,100
Debt Service	<u>216,917</u>
	<u><u>\$ 220,017</u></u>

The District's unrestricted net position as of December 31, 2021 totaled \$(1,993,600). This deficit amount was a result of the District being responsible for repayment of bonds issued for public improvements conveyed to other governmental entities.

NOTE 9 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees or acts of God. The District is a member of the Colorado Special Districts Property and Liability Pool (Pool) as of December 31, 2021. The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery and workers compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for liability, property, public officials' liability and workers compensation coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

**HIGHLINE CROSSING METROPOLITAN DISTRICT
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 10 - TAX, SPENDING AND DEBT LIMITATIONS

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue and debt limitations that apply to the State of Colorado and all local governments. Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

On May 3, 2016, the District's electors authorized the District to increase taxes \$10,000,000 annually or by a lesser annual amount as may be necessary to pay the District's operations and maintenance and other expenses without limitation of rate. Further the District's electors authorized the District to collect, keep and expend all District revenues received in 2016 and each year thereafter, of the District without regard to any limitations under Article X, Section 20 of the Colorado Constitution.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits will require judicial interpretation.

This information is an integral part of the accompanying financial statements.

SUPPLEMENTAL INFORMATION

DRAFT 6/13/2022
SUBJECT TO REVISION

**HIGHLINE CROSSING METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
DEBT SERVICE FUND
Year Ended December 31, 2021**

	Original and Final Budgeted Amounts	Actual	Variance with Final Budget - Positive (Negative)
REVENUES			
Property taxes	\$ 146,897	\$ 146,897	\$ -
Specific ownership taxes	7,600	10,124	2,524
Net investment income	1,000	477	(523)
Total Revenues	<u>155,497</u>	<u>157,498</u>	<u>2,001</u>
EXPENDITURES			
Bond principal	15,000	15,000	-
Bond interest	86,900	86,900	-
Paying agent and other fees	5,500	5,519	(19)
County treasurer's fees	2,203	2,209	(6)
IGA - Aurora	2,839	2,839	-
Miscellaneous	250	-	250
Contingency	10,000	-	10,000
Total Expenditures	<u>122,692</u>	<u>112,467</u>	<u>10,225</u>
NET CHANGE IN FUND BALANCE	32,805	45,031	12,226
FUND BALANCE - BEGINNING OF YEAR	<u>306,557</u>	<u>308,584</u>	<u>2,027</u>
FUND BALANCE - END OF YEAR	<u><u>\$ 339,362</u></u>	<u><u>\$ 353,615</u></u>	<u><u>\$ 14,253</u></u>

OTHER INFORMATION

DRAFT 6/13/2022
SUBJECT TO REVISION

**HIGHLINE CROSSING METROPOLITAN DISTRICT
SUMMARY OF ASSESSED VALUATION , MILL LEVY
AND PROPERTY TAXES COLLECTED
Year Ended December 31, 2021**

Year Ended December 31,	Prior Year Assessed Valuation for Current Year Property Tax Levy	Mills Levied				Property Taxes		Percentage Collected to Levied
		General	Debt	ARI	Total	Levied	Collected	
2017	\$ 461,013	65.000	0.000	0.000	65.000	\$ 29,966	\$ 29,966	100.0%
2018	\$ 591,861	14.000	55.277	1.106	70.383	\$ 41,657	\$ 41,658	100.0%
2019	\$ 1,578,497	14.000	55.277	1.106	70.383	\$ 111,100	\$ 111,100	100.0%
2020	\$ 2,552,213	18.000	55.664	1.114	74.778	\$ 190,849	\$ 190,849	100.0%
2021	\$ 2,587,213	18.000	55.664	1.114	74.778	\$ 193,467	\$ 193,467	100.0%
Estimated for year ending December 31, 2022	\$ 2,809,048	18.000	55.664	1.114	74.778	\$ 210,055		

NOTE: Property taxes collected in any one year may include collection of delinquent property taxes levied in prior years. Information received from the County Treasurer does not permit identification of specific year of levy.

DRAFT 6/13/2022
SUBJECT TO REVISION

**HIGHLINE CROSSING METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
December 31, 2021**

**\$1,590,000 General Obligation Limited Tax
(Convertible to Unlimited Tax) Bonds, Series 2017A
Dated April 21, 2017
Interest Rate of 5.500%
Principal Due December 1**

Year Ending December 31,	Interest Due June 1 and December 1		
	Principal	Interest	Total
2022	\$ 15,000 *	\$ 86,075	\$ 101,075
2023	15,000 *	85,250	100,250
2024	20,000 *	84,425	104,425
2025	20,000 *	83,325	103,325
2026	25,000 *	82,225	107,225
2027	25,000 *	80,850	105,850
2028	30,000 *	79,475	109,475
2029	30,000 *	77,825	107,825
2030	35,000 *	76,175	111,175
2031	35,000 *	74,250	109,250
2032	40,000 *	72,325	112,325
2033	45,000 *	70,125	115,125
2034	50,000 *	67,650	117,650
2035	50,000 *	64,900	114,900
2036	55,000 *	62,150	117,150
2037	60,000 *	59,125	119,125
2038	65,000 *	55,825	120,825
2039	70,000 *	52,250	122,250
2040	75,000 *	48,400	123,400
2041	80,000 *	44,275	124,275
2042	85,000 *	39,875	124,875
2043	90,000 *	35,200	125,200
2044	95,000 *	30,250	125,250
2045	100,000 *	25,025	125,025
2046	110,000 *	19,525	129,525
2047	245,000	13,475	258,475
	<u>\$ 1,565,000</u>	<u>\$ 1,570,250</u>	<u>\$ 3,135,250</u>

* sinking fund redemptions

HIGHLINE CROSSING METROPOLITAN DISTRICT

June 20, 2022

Schilling & Company, Inc.
PO Box 631579
Highlands Ranch, CO 80163

This representation letter is provided in connection with your audit of the financial statements of Highline Crossing Metropolitan District, which comprise the respective financial position of the governmental activities and each major fund as of December 31, 2021, and the respective changes in financial for the year then ended, and the disclosures (collectively, the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of the date of the Independent Auditor's Report, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated November 16, 2021.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units, if any, required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable, including the following:
 - a) The appropriateness and consistency of the measurement processes used by management in determining accounting estimates.
 - b) That the assumptions appropriately reflect management's intent and ability to carry out specific courses of action.

- c) That the disclosures related to accounting estimates are complete and appropriate.
 - d) That no subsequent event has occurred that would require adjustment to the accounting estimates or disclosures included in the financial statements.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
 - 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.
 - 8) We have reviewed the attached Exhibit I of corrected misstatements and are in agreement with them. We have directed that these correcting entries be posted to the accounting records of the District.
 - 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
 - 10) Guarantees, whether written or oral, under which the District is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 11) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the District or those designated by the District from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of the Board of Directors or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the District and involves:
 - a) Management,
 - b) Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the District's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.

- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18) We have disclosed to you the names of the District's related parties and all the related party relationships and transactions, including any side agreements.

Government—specific

- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 21) We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
- 22) The District has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
- 23) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and legal and contractual provisions for reporting specific activities in separate funds.
- 24) We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts and grant agreements that we believe have a material effect on the financial.
- 25) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 26) As part of your audit, you assisted with preparation of the financial statements and disclosures. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and disclosures.
- 27) The District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 28) The District has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 29) The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 30) The financial statements include all fiduciary activities required by GASBS No. 84 , if any.
- 31) The financial statements properly classify all funds and activities, in accordance with GASB Statement No. 34, as amended.

- 32) All funds that meet the quantitative criteria in GASBS Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 33) Components of net position (restricted and unrestricted), and classifications of fund balance (nonspendable, restricted, and unassigned) are properly classified and, if applicable, approved.
- 34) Investments are properly valued.
- 35) Provisions for uncollectible receivables have been properly identified and recorded.
- 36) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 37) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 38) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 39) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- 40) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
- 41) We have appropriately disclosed the District's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 42) We are following GASB Statement No. 54, to determine the fund balance classifications for financial reporting purposes.
- 43) The Management's Discussion and Analysis which is required supplementary information (RSI) has been omitted from the financial statements. We are aware that such information is required by accounting principles generally accepted in the United States.
- 44) With respect to the Supplementary Information as listed in the table of contents to the financial statements:
 - a) We acknowledge our responsibility for presenting the Supplementary Information in accordance with accounting principles generally accepted in the United States of America, and we believe the Supplementary Information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the Supplementary Information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b) If the Supplementary Information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
- 45) The District understands that TABOR (Section 20 of Article X of the Colorado Constitution) is complex and subject to interpretation and that many of the provisions will require judicial

interpretation. We have reviewed the various provisions and interpretations and believe to the best of our knowledge at this time, the District is in compliance.

- 46) We have directed that all banking and savings and loan institutions be notified of our assigned number which identifies that our deposits are subject to the respective Public Deposit Protection Act.

HIGHLINE CROSSING METROPOLITAN DISTRICT

Member of the Board of Directors

District Manager

Adj. Journal Entries
Highline Crossing Metropolitan District
12/31/2021

Exhibit I

AJE No.	Account Description	W/P Ref	Account Number	Debits	Credits
1	Operations Fee	B-2	1-564	1,520.00	
1	Accounts Receivable		1-142		1,520.00
To adjust accounts receivable at 12/31/21					
2	Aurora Expense	100	2-650	2,838.72	
2	Due to City of Aurora		2-315		2,838.72
To record ARTA taxes due to the City of Aurora for 2021					
3	Landscape Maintenance	302	1-640	2,251.25	
3	Irrigation Repair		1-642		2,251.25
To reclassify landscape maintenance installment payment recorded in the incorrect account.					
4	Cash in Bank - First Bank	A-1	1-111	3,996.66	
4	Accounts Payable		1-310		3,996.66
To reclassify December bills not paid until January by adding back the cash and increasing accounts payable.					
Totals				10,606.63	10,606.63