

HIGHLINE CROSSING METROPOLITAN DISTRICT

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NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Doug Secord	President	2022/May 2022
Daniel Payotelis	Treasurer	2023/May 2022
William Moore	Assistant Secretary	2023/May 2022
VACANT		2022/May 2022
VACANT		2023/May 2022
David Solin	Secretary	

DATE: November 15, 2021 (Monday)

TIME: 6:00 P.M.

PLACE: **THIS DISTRICT BOARD MEETING WILL BE HELD BY CONFERENCE CALL WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE CALL IN TO THE CONFERENCE BRIDGE AT 1-877-250-3814 AND WHEN PROMPTED, DIAL IN THE PASSCODE OF 5592663.**

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.

C. Review and approve Minutes of the June 14, 2021 Special Meeting (enclosure).

D. Discuss business to be conducted in 2022 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates and consider adoption of Resolution No. 2021-11-____ Establishing Regular Meeting Dates, Time, Location, Establishing District Website and Designating Location for Posting 24-Hour Notices (enclosure).

- E. Discuss §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification.
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III. FINANCIAL MATTERS

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

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	\$ 12,910.27	\$ 11,020.33	\$ 6,813.29

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

- B. Review and accept unaudited financial statements through the period ending September 30, 2021 (enclosure).

- C. Discuss statutory requirements for an audit. Consider engagement of Schilling & Company, Inc. to perform 2021 Audit, for an amount not to exceed \$_____.

- D. Conduct Public Hearing to consider Amendment to 2021 Budget and (if necessary) consider adoption of Resolution to Amend the 2021 Budget and Appropriate Expenditures.

- E. Conduct Public Hearing on the proposed 2022 Budget and consider adoption of Resolutions to Adopt the 2022 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies (for General Fund _____, Debt Service Fund _____ and Other Fund(s) _____ for a total mill levy of _____) (enclosures – preliminary assessed valuation, resolutions and draft 2022 Budget).

- F. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.
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- G. Discuss and consider adoption of a Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan (enclosure).
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- H. Consider appointment of District Accountant to prepare the 2023 Budget and set date for public hearing to adopt the 2023 Budget (_____, 2022).
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IV. LEGAL MATTERS

- A. Discuss May 3, 2022 Regular Directors' election regarding new legislative requirements and related expenses for same. Consider adoption of Resolution No. 2021-11-____; Resolution Calling a Regular Election for Directors on May 3, 2022, appointing the Designated Election Official ("DEO"), and authorizing the DEO to perform all tasks required for the conduct of mail ballot election (enclosure). Self-Nomination forms are due by February 25, 2022. Discuss the need for ballot issues and/or questions.
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V. COVENANT CONTROL/COMMUNITY MANAGEMENT

- A. Community Manager's Report.
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- B. Discuss Landscape Enhancement proposal from Rocky Mountain Tree Care (enclosure).
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- C. Review and consider approval of proposal for landscape maintenance (enclosures).
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- D. Review and consider approval of proposal for snow removal services (enclosures).
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VI. OTHER BUSINESS

- A. Acknowledge the resignation of Doug Secord from the Board of Directors, effective as November 15, 2021.
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VII. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2021.**

Informational Enclosure:

- Memo regarding New Rate Structure from Special District Management Services, Inc.
- Exhibit A to Legal Services and Fee Summary Agreement with Altitude Community Law.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE HIGHLINE CROSSING METROPOLITAN DISTRICT HELD JUNE 14, 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, June 14, 2021 at 6:00 p.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board meeting was held by conference call. The meeting was open to the public via conference call.

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.

Neil Schilling; Schilling & Company, Inc. (for a portion of the meeting)

**PUBLIC
COMMENTS**

There were no public comments.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: Mr. Solin noted a quorum was present and discussed the requirements of Colorado Law 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.

RECORD OF PROCEEDINGS

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

Approval of Meeting Location: 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 noted that due to concerns regarding the spread of COVID-19 and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board meeting was held by conference call. The Board further noted that notice of this meeting and the conference call access was duly posted and that it had not received any objections to the format of the meeting or any requests that the meeting format be changed by taxpaying electors within the District's boundaries.

Resignation of Director Jeff Lentz: The resignation of Director Jeff Lentz, effective as of March 18, 2021, was acknowledged by the Board.

Appointment of Treasurer: The Board discussed the need to fill the position of Treasurer.

Following discussion, upon motion duly made by Director Secord, seconded by Director Moore and, upon vote, unanimously carried, the Board appointed Director Payotelis as Treasurer. All other board positions remained the same.

Board Vacancies: Mr. Solin discussed the vacancies with the Board. It was determined that there were no other eligible electors interested in serving on the Board at this time.

November 16, 2020 Minutes: The Board reviewed the Minutes of the November 16, 2020 Special Meeting.

Following discussion, upon motion duly made by Director Moore, seconded by Director Secord and, upon vote, unanimously carried, the Minutes of the November 16, 2020 Special Meeting were approved.

FINANCIAL MATTERS

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

RECORD OF PROCEEDINGS

Fund	Period Ending Nov. 13, 2020	Period Ending Dec. 16, 2020	Period Ending Jan.19, 2021	Period Ending Feb.12, 2021
General	\$ 5,647.32	\$ 16,216.31	\$ 4,751.89	\$ 3,601.88
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-

Fund	Period Ending March 27, 2021	Period Ending April 22, 2021	Period Ending May 31, 2021	
General	\$ 4,284.15	\$ 10,720.46	\$ 6,261.87	
Debt	\$ -0-	\$ -0-	\$ -0-	
Capital	\$ -0-	\$ -0-	\$ -0-	
Total	\$ 4,284.15-	\$ 10,720.46	\$ 6,261.87	
Total	\$ 5,647.32	\$ 16,216.31	\$ 4,751.89	\$ 3,601.88

Following discussion, upon a motion duly made by Director Secord, seconded by Director Moore 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 March 31, 2021.

Following review, upon motion duly made by Director Secord, 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 March 31, 2021.

2020 Audit: Mr. Schilling reviewed the 2020 draft Audited Financial Statements with the Board.

Following review and discussion, upon motion duly made by Director Moore, seconded by Director Payotelis and, upon vote, unanimously carried, the Board approved the 2020 Audited Financial Statements and authorized execution of the Representations Letter.

2022 Budget Preparation: The Board discussed appointing the District Accountant to prepare the 2022 Budget and setting the date for the Public Hearing to adopt the 2022 Budget for November 15, 2021.

RECORD OF PROCEEDINGS

Following discussion, the Board appointed the District Accountant to prepare the 2022 Budget and set the date for the Public Hearing to adopt the 2022 Budget for November 15, 2021.

LEGAL MATTERS

First Amendment to Resolution No. 2016-09-09 Regarding Colorado Open Records Act Requests: Attorney Williams reviewed with the Board the First Amendment to Resolution No. 2016-09-09 Regarding Colorado Open Records Act Requests.

Following review and discussion, upon motion duly made by Director Secord, seconded by Director Payotelis and, upon vote, unanimously carried, the Board adopted the First Amendment to Resolution No. 2016-09-09 Regarding Colorado Open Records Act Requests.

COVENANT CONTROL/ COMMUNITY MANAGEMENT

Community Manager's Report: Mr. Solin presented the Community Manager's Report to the Board.

Proposal from Emerald Isle Landscaping, LLC for removal of sediment in Detention Pond: Mr. Solin discussed a Proposal between the District and Emerald Isle Landscaping, LLC for removal of sediment in Detention Pond. No action was taken at this time.

Proposal from Emerald Isle Landscaping, LLC for installation of two boulders: The Board reviewed a proposal between the District and Emerald Isle Landscaping, LLC for installation of two boulders.

Following discussion, upon motion duly made by Director Moore, seconded by Director Payotelis and, upon vote, unanimously carried, the Board ratified the Proposal from Emerald Isle Landscaping, LLC for installation of two boulders.

Fence Construction Proposals: Mr. Solin discussed status of the proposals for fence construction with the Board, noting that due to the volume of activity there were no responses by the contractors that were solicited for a proposal. Mr. Solin advised that further efforts will be made to solicit a proposal and will revisit the matter at the budget hearing meeting scheduled for November 15, 2021. No further action was taken.

Dead Trees: Mr. Solin reported to the Board that sixteen trees within the District have been identified as dead or dying and in need of replacement, along with twenty-four bushes and shrubs. Proposals for replacements are being obtained and will be distributed to Board for consideration at the next meeting. No further action

RECORD OF PROCEEDINGS

was taken.

OTHER BUSINESS There was no other business at this time.

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RESOLUTION NO. 2021-11-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE HIGHLINE CROSSING METROPOLITAN DISTRICT
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

- A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.
- B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.
- C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.
- E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.
- G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Highline Crossing Metropolitan District (the “**District**”), Arapahoe County, Colorado:

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

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

3. That regular meetings of the District Board for the year 2022 shall be held on _____ at _____, at _____ [indicate physical location and/or virtual location (telephonically, electronically, or by other means)].

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

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

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

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

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

(a) The corner of East Kansas Avenue and South Dayton Street

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

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

RESOLUTION APPROVED AND ADOPTED on November 15, 2021.

**HIGHLINE CROSSING
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary

**Highline Crossing Metropolitan District
June-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Aurora Water	172296	5/31/2021	5/31/2021	\$ 1,021.86	Utilities	1765
Emerald Isle Landscaping Inc.	40702	5/18/2021	5/18/2021	\$ 1,435.00	Landscape Improvements	1641
Emerald Isle Landscaping Inc.	40748	5/24/2021	5/24/2021	\$ 190.00	Irrigation Repair	1642
Emerald Isle Landscaping Inc.	40828	5/28/2021	5/28/2021	\$ 1,016.00	Irrigation Repair	1642
Emerald Isle Landscaping Inc.	41032	6/30/2021	6/30/2021	\$ 2,251.28	Irrigation Repair	1642
McGeady Becher, P.C.	1303W 04/2021	4/30/2021	4/30/2021	\$ 115.00	Legal	1675
POOP 911	4337453	5/17/2021	5/17/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4337454	5/24/2021	5/24/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4337452	5/10/2021	5/10/2021	\$ 25.00	Repairs and Maintenance	1740
Schilling & Company, Inc	13001	6/8/2021	6/8/2021	\$ 4,700.00	Audit	1615
Special Dist Management Srvs	52021	5/31/2021	5/31/2021	\$ 1,026.00	Management	1680
Special Dist Management Srvs	52021	5/31/2021	5/31/2021	\$ 1,120.00	Accounting	1612
Special Dist Management Srvs	52021	5/31/2021	5/31/2021	\$ 117.00	Billing	1616
Special Dist Management Srvs	52021	5/31/2021	5/31/2021	\$ 399.00	Covenant Control	1610
Special Dist Management Srvs	52021	5/31/2021	5/31/2021	\$ 80.20	Miscellaneous	1685
UNCC	35432-221050	5/31/2021	5/31/2021	\$ 1.32	Miscellaneous	1685
Xpress Bill Pay	57066	6/1/2021	6/1/2021	\$ 14.76	Billing	1616

\$ 13,562.42

**Highline Crossing Metropolitan District
June-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 13,562.42			\$ 13,562.42
Auto-payments		-	-	-
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Total Disbursements	\$ 13,562.42	\$ -	\$ -	\$ 13,562.42

**Highline Crossing Metropolitan District
July-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Arapahoe County Treasurer	2020331218	7/22/2021	7/22/2021	\$ 10.12	Miscellaneous	1685
Arapahoe County Treasurer	2020331417	7/22/2021	7/22/2021	\$ 10.12	Miscellaneous	1685
Arapahoe County Treasurer	2020331244	7/22/2021	7/22/2021	\$ 10.12	Miscellaneous	1685
Arapahoe County Treasurer	2020331383	7/22/2021	7/22/2021	\$ 10.12	Miscellaneous	1685
Arapahoe County Treasurer	2020330998	7/22/2021	7/22/2021	\$ 10.12	Miscellaneous	1685
Arapahoe County Treasurer	2020330935	7/22/2021	7/22/2021	\$ 10.12	Miscellaneous	1685
Arapahoe County Treasurer	2020331105	7/22/2021	7/22/2021	\$ 10.12	Miscellaneous	1685
Arapahoe County Treasurer	2020331247	7/22/2021	7/22/2021	\$ 10.12	Miscellaneous	1685
Arapahoe County Treasurer	2020331335	7/22/2021	7/22/2021	\$ 10.12	Miscellaneous	1685
Arapahoe County Treasurer	2020331320	7/22/2021	7/22/2021	\$ 10.12	Miscellaneous	1685
Arapahoe County Treasurer	2020331118	7/22/2021	7/22/2021	\$ 10.12	Miscellaneous	1685
Arapahoe County Treasurer	2020331227	7/22/2021	7/22/2021	\$ 10.12	Miscellaneous	1685
Aurora Water	172296	6/30/2021	7/20/2021	\$ 1,288.63	Utilities	1765
Emerald Isle Landscaping Inc.	41747	7/1/2021	7/31/2021	\$ 2,251.28	Landscape Maintenance	1640
McGeady Becher, P.C.	1303W 05/2021	5/31/2021	5/31/2021	\$ 355.00	Legal	1675
POOP 911	4434194	6/28/2021	6/28/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4434191	6/7/2021	6/7/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4434193	6/21/2021	6/21/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4434192	6/14/2021	6/14/2021	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Srvs	Jun-21	6/30/2021	6/30/2021	\$ 1,641.50	Management	1680
Special Dist Management Srvs	Jun-21	6/30/2021	6/30/2021	\$ 742.00	Accounting	1612
Special Dist Management Srvs	Jun-21	6/30/2021	6/30/2021	\$ 149.50	Billing	1616
Special Dist Management Srvs	Jun-21	6/30/2021	6/30/2021	\$ 608.00	Covenant Control	1610
Special Dist Management Srvs	Jun-21	6/30/2021	6/30/2021	\$ 106.45	Miscellaneous	1685
UMB Bank N.A	874326	7/12/2021	7/12/2021	\$ 3,500.00	Paying Agent Fees	2668
UMB Bank N.A	874325	7/12/2021	7/12/2021	\$ 2,000.00	Paying Agent Fees	2668
UNCC	221060714	6/30/2021	6/30/2021	\$ 3.96	Miscellaneous	1685
Xcel Energy	738310642	7/1/2021	7/22/2021	14.02	Utilities	1765
Xcel Energy	734199715	6/1/2021	6/21/2021	13.4	Utilities	1765
Xpress Bill Pay	57755	7/1/2021	7/6/2021	15.09	Billing	1616

\$ 12,910.27

**Highline Crossing Metropolitan District
July-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 12,910.27			\$ 12,910.27
Auto-payments		-	-	-
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Total Disbursements	\$ 12,910.27	\$ -	\$ -	\$ 12,910.27

**Highline Crossing Metropolitan District
August-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Aurora Water	172296	7/30/2021	7/30/2021	\$ 1,800.54	Utilities	1765
Emerald Isle Landscaping Inc.	42496	8/2/2021	8/2/2021	\$ 863.00	Irrigation Repair	1642
Emerald Isle Landscaping Inc.	42465	7/29/2021	7/29/2021	\$ 550.00	Irrigation Repair	1642
Emerald Isle Landscaping Inc.	42313	8/1/2021	8/1/2021	\$ 2,251.29	Landscape Maintenance	1640
McGeady Becher, P.C.	1303W 06/2021	6/30/2021	6/30/2021	\$ 3,092.50	Legal	1675
POOP 911	4630282	8/9/2021	8/9/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4531921	7/12/2021	7/12/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4531923	7/26/2021	7/26/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4531922	7/19/2021	7/19/2021	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Srvs	Jul-21	7/31/2021	7/31/2021	\$ 653.00	Management	1680
Special Dist Management Srvs	Jul-21	7/31/2021	7/31/2021	\$ 784.00	Accounting	1612
Special Dist Management Srvs	Jul-21	7/31/2021	7/31/2021	\$ 305.50	Billing	1616
Special Dist Management Srvs	Jul-21	7/31/2021	7/31/2021	\$ 361.00	Covenant Control	1610
Special Dist Management Srvs	Jul-21	7/31/2021	7/31/2021	\$ 206.31	Miscellaneous	1685
Xcel Energy	742296906	8/2/2021	8/2/2021	\$ 14.51	Utilities	1765
Xpress Bill Pay	58449	8/1/2021	8/1/2021	\$ 38.68	Billing	1616

\$ 11,020.33

Highline Crossing Metropolitan District
August-21

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 11,020.33			\$ 11,020.33
Auto-payments		-	-	-
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Total Disbursements	\$ 11,020.33	\$ -	\$ -	\$ 11,020.33

**Highline Crossing Metropolitan District
September-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Aurora Water	172296	8/21	8/31/2021	8/31/2021	\$ 1,656.34	Utilities 1765
Emerald Isle Landscaping Inc.	42062		7/19/2021	7/19/2021	\$ 1,450.00	Landscape Maintenance 1640
McGeady Becher, P.C.	1303W	07/2021	7/31/2021	7/31/2021	\$ 910.00	Legal 1675
POOP 911	4630285		8/30/2021	8/30/2021	\$ 25.00	Repairs and Maintenance 1740
POOP 911	4630283		8/16/2021	8/16/2021	\$ 25.00	Repairs and Maintenance 1740
POOP 911	4630284		8/23/2021	8/23/2021	\$ 25.00	Repairs and Maintenance 1740
Special Dist Management Srvs	Aug-21		8/31/2021	8/31/2021	\$ 1,160.00	Management 1680
Special Dist Management Srvs	Aug-21		8/31/2021	8/31/2021	\$ 784.00	Accounting 1612
Special Dist Management Srvs	Aug-21		8/31/2021	8/31/2021	\$ 110.50	Billing 1616
Special Dist Management Srvs	Aug-21		8/31/2021	8/31/2021	\$ 465.50	Covenant Control 1610
Special Dist Management Srvs	Aug-21		8/31/2021	8/31/2021	\$ 153.36	Miscellaneous 1685
UNCC	35432-221080734		8/31/2021	8/31/2021	\$ 17.16	Miscellaneous 1685
Xcel Energy	746463788		9/1/2021	9/1/2021	\$ 14.39	Utilities 1765
Xpress Bill Pay	59152		9/1/2021	9/1/2021	\$ 17.04	Billing 1616

\$6,813.29

**Highline Crossing Metropolitan District
September-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 6,813.29			\$ 6,813.29
Auto-payments		-	-	-
<hr/>				
Total Disbursements	\$ 6,813.29	\$ -	\$ -	\$ 6,813.29

**Highline Crossing Metropolitan District
October-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Aurora Water	172296 3/7	10/1/2021	10/21/2021	\$ 1,798.36	Utilities	1765
Colorado Special Districts P&L	POL-0007092	9/8/2021	9/8/2021	\$ 450.00	Prepaid Expenses	1143
Emerald Isle Landscaping Inc.	42977	9/1/2021	10/1/2021	\$ 2,251.28	Landscape Maintenance	1640
Emerald Isle Landscaping Inc.	43539	10/1/2021	10/1/2021	\$ 2,251.29	Landscape Maintenance	1640
McGeady Becher, P.C.	1303W 08/2021	8/31/2021	8/31/2021	\$ -	Legal	1675
POOP 911	4727626	9/7/2021	9/7/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4727629	9/27/2021	9/27/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4824215	10/4/2021	10/4/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4727627	9/13/2021	9/13/2021	\$ 25.00	Repairs and Maintenance	1740
POOP 911	4727628	9/20/2021	9/20/2021	\$ 25.00	Repairs and Maintenance	1740
Special Dist Management Srvs	Sep-21	9/30/2021	9/30/2021	\$ 734.00	Management	1680
Special Dist Management Srvs	Sep-21	9/30/2021	9/30/2021	\$ 518.00	Accounting	1612
Special Dist Management Srvs	Sep-21	9/30/2021	9/30/2021	\$ 214.50	Billing	1616
Special Dist Management Srvs	Sep-21	9/30/2021	9/30/2021	\$ 209.00	Covenant Control	1610
Special Dist Management Srvs	Sep-21	9/30/2021	9/30/2021	\$ 99.44	Miscellaneous	1685
UNCC	221090725	9/30/2021	9/30/2021	\$ 10.56	Miscellaneous	1685
Xcel Energy	750508796	10/1/2021	10/22/2021	\$ 14.35	Utilities	1765
Xpress Bill Pay	59859	10/1/2021	10/6/2021	\$ 15.62	Billing	1616
				\$ 8,691.40		

**Highline Crossing Metropolitan District
October-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 8,691.40			\$ 8,691.40
Auto-payments		-	-	-
<hr/>				
Total Disbursements	\$ 8,691.40	\$ -	\$ -	\$ 8,691.40

HIGHLINE CROSSING METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2021

	Operating	Debt Service	Total
Checking:			
Cash in Bank-First Bank	\$ 8,758.26	\$ 225,600.60	\$ 234,358.86
Xpress Deposit Account	23,686.00	-	23,686.00
UMB Trust Accounts:			
Bond Surplus Fund	-	59,056.52	59,056.52
Bond Fund	-	140.94	140.94
Reserve Fund	-	129,544.42	129,544.42
TOTAL FUNDS:	\$ 32,444.26	\$ 414,342.48	\$ 446,786.74

2021 Mill Levy Information

Certified General Fund Mill Levy	18.000
Certified Debt Service Fund Mill Levy	<u>56.778</u>
Total Certified Mill Levy	<u><u>74.778</u></u>

Board of Directors

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

HIGHLINE CROSSING METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

September 30, 2021

HIGHLINE CROSSING METROPOLITAN DISTRICT
Combined Balance Sheet - All Fund Types and Account Groups
September 30, 2021

	<u>General</u>	<u>Debt Service</u>	<u>Long-Term Debt</u>	<u>Total</u>
Assets				
Cash in Bank-First Bank	\$ 8,758	\$ 225,601	\$ -	\$ 234,359
Xpress Deposit Account	23,686	-	-	23,686
Bond Surplus Fund	-	59,057	-	59,057
Bond Fund	-	141	-	141
Reserve Fund	-	129,544	-	129,544
Accounts Receivable	5,759	-	-	5,759
Property Taxes Receivable	707	2,186	-	2,893
Total Current Assets	<u>38,910</u>	<u>416,528</u>	<u>-</u>	<u>455,439</u>
Other Debts				
Amount in Debt Service Fund	-	-	409,178	409,178
Amount to be Provided for Debt	-	-	1,720,019	1,720,019
Total Other Debts	<u>-</u>	<u>-</u>	<u>2,129,197</u>	<u>2,129,197</u>
Capital Assets				
Construction in process	-	-	-	-
Total Capital Assets	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Assets	<u>\$ 38,910</u>	<u>\$ 416,528</u>	<u>\$ 2,129,197</u>	<u>\$ 2,584,636</u>
Liabilities				
Due to City of Aurora	\$ -	\$ 5,165	\$ -	\$ 5,165
Bonds Payable - 2017A	-	-	1,580,000	1,580,000
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	-	-	19,147	19,147
Total Liabilities	<u>-</u>	<u>5,165</u>	<u>2,129,197</u>	<u>2,134,362</u>
Deferred Inflows of Resources				
Deferred Property Taxes	707	2,186	-	2,893
Total Deferred Inflows of Resources	<u>707</u>	<u>2,186</u>	<u>-</u>	<u>2,893</u>
Fund Balance				
Investment in Fixed Assets	-	-	-	-
Fund Balance	24,026	308,584	-	332,610
Current Year Earnings	14,177	100,594	-	114,771
Total Fund Balances	<u>38,203</u>	<u>409,178</u>	<u>-</u>	<u>447,381</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 38,910</u>	<u>\$ 416,528</u>	<u>\$ 2,129,197</u>	<u>\$ 2,584,636</u>

HIGHLINE CROSSING METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 9 Months Ending
September 30, 2021
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	\$ 18,573	\$ 45,863	\$ 46,570	\$ (707)	98%
Specific Ownership Taxes	815	2,137	2,750	(613)	78%
Interest Income	69	80	15	65	530%
Working Capital Fee	300	600	200	400	300%
Operations Fee	12,410	38,685	50,490	(11,805)	77%
Design Review Fees	50	150	50	100	300%
Total Revenues	<u>32,216</u>	<u>87,515</u>	<u>100,075</u>	<u>(12,560)</u>	<u>87%</u>
Expenditures					
Covenant Control	1,435	3,287	7,200	3,913	46%
Billing	636	1,892	4,000	2,108	47%
Accounting	2,310	7,182	10,000	2,818	72%
Audit	-	4,700	6,000	1,300	78%
Landscape Maintenance	5,953	10,455	16,000	5,545	65%
Landscape Improvements	-	1,435	3,500	2,065	41%
Irrigation Repair	1,413	5,000	5,000	(0)	100%
Snow Removal	-	5,975	15,000	9,025	40%
Detention Pond Maintenance	-	-	1,400	1,400	0%
Insurance/SDA Dues	-	8,270	8,800	530	94%
Legal	4,358	5,240	7,000	1,761	75%
Management	3,455	9,414	9,000	(414)	105%
Miscellaneous	1,016	3,069	1,000	(2,069)	307%
Treasurer's Fees	280	689	699	10	99%
Operations and Maint Reserve	-	-	2,000	2,000	0%
Repairs and Maintenance	275	725	2,000	1,275	36%
Fence Repairs	-	-	2,000	2,000	0%
Utilities	4,802	6,005	14,000	7,995	43%
Emergency Reserve	-	-	3,002	3,002	0%
Total Expenditures	<u>25,930</u>	<u>73,338</u>	<u>117,601</u>	<u>44,263</u>	<u>62%</u>
Excess (Deficiency) of Revenues Over Expenditures	6,286	14,177	(17,526)	31,703	
Beginning Fund Balance	31,918	24,026	19,705	4,321	
Ending Fund Balance	<u>\$ 38,203</u>	<u>\$ 38,203</u>	<u>\$ 2,179</u>	<u>\$ 36,024</u>	

HIGHLINE CROSSING METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 9 Months Ending
September 30, 2021
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	\$ 57,435	\$ 141,829	\$ 144,015	\$ (2,186)	98%
Regional Improvement	1,149	2,838	2,882	(44)	98%
Specific Ownership Tax	2,569	6,741	7,600	(859)	89%
Interest Income/Other	228	329	1,000	(672)	33%
Total Revenues	<u>61,382</u>	<u>151,736</u>	<u>155,497</u>	<u>(3,761)</u>	<u>98%</u>
Expenditures					
Bond Principal	-	-	15,000	15,000	0%
Bond Interest	-	43,450	86,900	43,450	50%
Paying Agent Fees	5,500	5,519	5,500	(19)	100%
Miscellaneous Expense	-	-	250	250	0%
Aurora Expense	-	-	2,839	2,839	0%
Contingency	-	-	10,000	10,000	0%
Treasurer's Fees	865	2,131	2,203	72	97%
Treasurer Fee- Reg Imp	17	43	-	(43)	-
Total Expenditures	<u>6,382</u>	<u>51,142</u>	<u>122,692</u>	<u>71,550</u>	<u>42%</u>
Excess (Deficiency) of Revenues Over Expenditures	55,000	100,594	32,805	67,789	
Beginning Fund Balance	354,178	308,584	306,557	2,027	
Ending Fund Balance	<u>\$ 409,178</u>	<u>\$ 409,178</u>	<u>\$ 339,362</u>	<u>\$ 69,816</u>	

CERTIFICATION OF VALUATION BY ARAPAHOE COUNTY ASSESSOR

New Tax Entity YES NO

Date: August 25, 2021

NAME OF TAX ENTITY: HIGHLINE CROSSING METRO DISTRICT

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

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2021:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	2,587,213
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	2,809,048
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	2,809,048
5. NEW CONSTRUCTION: *	5.	\$	0
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

- ‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution
- * New construction is defined as: Taxable real property structures and the personal property connected with the structure.
- ≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.
- Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	38,722,259
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ADDITIONS TO TAXABLE REAL PROPERTY

2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

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

- ¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.
- * Construction is defined as newly constructed taxable real property structures.
- § Includes production from new mines and increases in production of existing producing mines.

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

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

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

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

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

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.



PK Kaiser, MBA, MS

Assessor

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

August 25, 2021

AUTH 4414 HIGHLINE CROSSING METRO
DISTRICT
C/O DAVID SOLIN
141 UNION BLVD SUITE 150
LAKEWOOD CO 80228

Code # 4414

CERTIFICATION OF VALUATION

The Arapahoe County Assessor reports a taxable assessed valuation for your taxing entity for 2021 of:

\$2,809,048

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

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

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

PK Kaiser, MBA, MS
Arapahoe County Assessor

enc

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

	2020 Actual	2021 Adopted Budget	2022 Preliminary Budget
Assessed Valuation	\$ 2,552,213	\$ 2,587,213	\$ 2,809,048
Mill Levy			
General Fund	18.000	18.000	18.000
ARI	1.114	1.114	1.114
Debt Service Fund	55.664	55.664	55.664
Temporary Mill Levy Reduction	-	-	-
Refunds and Abatements	-	-	-
Total Mill Levy	<u>74.778</u>	<u>74.778</u>	<u>74.778</u>
Property Taxes			
General Fund	\$ 45,940	\$ 46,570	\$ 50,563
ARI	2,843	2,882	3,129
Debt Service Fund	142,066	144,015	156,363
Temporary Mill Levy Reduction	-	-	-
Refunds and Abatements	-	-	-
Actual/Budgeted Property Taxes	<u>\$ 190,849</u>	<u>\$ 193,467</u>	<u>\$ 210,055</u>

HIGHLINE CROSSING METROPOLITAN DISTRICT

GENERAL FUND

2022 Preliminary Budget

with 2020 Actual, 2021 Adopted Budget, and 2021 Estimated

	2020 Actual	01/21-09/21 YTD Actual	2021 Adopted Budget	2021 Estimated	2022 Preliminary Budget
BEGINNING FUND BALANCE	\$ 5,391	\$ 24,026	\$ 19,705	\$ 24,026	\$ 19,332
REVENUE					
Property Tax Revenue	45,940	45,863	46,570	46,570	50,563
Specific Ownership Taxes	3,915	2,137	2,750	2,750	2,750
Developer Advance	25,000	-	-	-	-
Interest Income	49	80	15	90	15
Transfer fee	1,800	600	200	600	200
Operations Fee	50,400	38,685	50,490	50,400	63,000
Design Review Fees	150	150	50	150	50
Total Revenue	127,255	87,515	100,075	100,560	116,578
Total Funds Available	132,646	111,541	119,780	124,586	135,910
EXPENDITURES					
Accounting	11,197	7,182	10,000	10,000	10,000
Audit	6,068	4,700	6,000	4,700	5,500
Insurance/SDA Dues	8,010	8,270	8,800	8,270	9,000
Legal	7,105	5,240	7,000	8,000	7,000
Election	1,046	-	-	-	3,000
Management	12,311	9,414	9,000	12,000	9,000
Miscellaneous	4,049	3,069	1,000	3,500	2,000
Treasurer's Fees	690	689	699	699	758
Covenant Control	10,800	3,287	7,200	7,200	7,200
Billing	3,658	1,892	4,000	4,000	4,000
Landscape Maintenance	17,251	10,455	16,000	16,000	28,000
Landscape Improvements	-	1,435	3,500	1,435	5,000
Irrigation Repair	5,842	5,000	5,000	5,000	5,000
Snow Removal	3,562	5,975	15,000	10,000	10,000
Detention Pond Maintenance	-	-	1,400	1,450	-
Operations and Maint Reserve	-	-	2,000	-	-
Repairs and Maintenance	2,245	725	2,000	1,000	2,000
Fence Repairs	-	-	2,000	-	2,000
Utilities	14,784	6,005	14,000	12,000	12,000
Contingency	-	-	-	-	5,000
Total Expenditures	108,619	73,338	114,598	105,254	126,458
Transfers and Other Uses					
Emergency Reserve	-	-	3,002	-	3,497
Total Transfers and Other Uses	-	-	3,002	-	3,497
Total Expenditures Requiring Appropriation	108,619	73,338	117,600	105,254	129,956
ENDING FUND BALANCE	\$ 24,026	\$ 38,203	\$ 2,179	\$ 19,332	\$ 5,955

HIGHLINE CROSSING METROPOLITAN DISTRICT

DEBT SERVICE FUND 2022 Preliminary Budget with 2020 Actual, 2021 Adopted Budget, and 2021 Estimated

	2020 Actual	01/21-09/21 YTD Actual	2021 Adopted Budget	2021 Estimated	2022 Preliminary Budget
BEGINNING FUND BALANCE	\$ 260,593	\$ 308,584	\$ 306,557	\$ 308,584	\$ 350,720
REVENUE					
Property Tax Revenue	142,066	141,829	144,015	144,015	156,363
Regional Improvement	2,843	2,838	2,882	2,882	3,129
Specific Ownership Tax	9,609	6,741	7,600	7,600	7,600
Interest Income/Other	1,542	329	1,000	400	400
Total Revenue	156,060	151,736	155,497	154,897	167,492
Total Funds Available	416,653	460,321	462,054	463,481	518,213
EXPENDITURES					
Bond Principal	10,000	-	15,000	15,000	15,000
Bond Interest	87,450	43,450	86,900	86,900	86,075
Paying Agent Fees	5,523	5,519	5,500	5,519	5,500
Miscellaneous Expense	120	-	250	250	250
Treasurer's Fees	2,133	2,131	2,203	2,203	2,392
Aurora Expense	2,800	-	2,839	2,839	3,082
Treasurer Fee- Reg Imp	43	43	-	50	50
Contingency	-	-	10,000	-	10,000
Total Expenditures	108,069	51,142	122,692	112,761	122,350
Total Expenditures Requiring Appropriation	108,069	51,142	122,692	112,761	122,350
ENDING FUND BALANCE	\$ 308,584	\$ 409,178	\$ 339,362	\$ 350,720	\$ 395,863

RESOLUTION NO. 2021- 11 - __

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE HIGHLINE CROSSING METROPOLITAN DISTRICT
TO ADOPT THE 2022 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Highline Crossing Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2022 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2021, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 15, 2021 and interested electors were given the opportunity to file or register any objections to said proposed budget; and

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

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

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

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

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

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Highline Crossing Metropolitan District for the 2022 fiscal year.

2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

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

ADOPTED this 15th day of November, 2021.

Secretary

(SEAL)

EXHIBIT A
(Budget)

I, David Solin, hereby certify that I am the duly appointed Secretary of the Highline Crossing Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2022, duly adopted at a meeting of the Board of Directors of the Highline Crossing Metropolitan District held on November 15, 2021.

By: _____
Secretary

RESOLUTION NO. 2021 - 11 - __

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

WHEREAS, the Board of Directors of the Highline Crossing Metropolitan District (“District”) has adopted the 2022 annual budget in accordance with the Local Government Budget Law on November 15, 2021; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2022 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

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

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

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

1. That for the purposes of meeting all general fund expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2022 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

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

ADOPTED this 15th day of November, 2021.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

RESOLUTION NO. 2021-11-_____

**RESOLUTION OF THE BOARD OF DIRECTORS OF HIGHLINE CROSSING
METROPOLITAN DISTRICT AUTHORIZING ADJUSTMENT OF THE DISTRICT
MILL LEVY IN ACCORDANCE WITH THE SERVICE PLAN**

- A. Highline Crossing Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes.
- B. The District operates pursuant to its Service Plan approved by the City Council of the City of Aurora, on March 21, 2016 (the “**Service Plan**”), which provides the District with the authority to impose mill levies on taxable property. Such mill levies will be the primary source of revenue for repayment of debt service, public improvements, and operations and maintenance costs of the District.
- C. The Service Plan authorizes a maximum mill levy of fifty (50) mills for the payment of Debt (as defined in the Service Plan) (the “**Maximum Debt Mill Levy**”) and requires the District to impose the ARI Mill Levy (as defined in the Service Plan) upon the taxable property within the District pursuant to the provisions of the Service Plan (the ARI Mill Levy with the Maximum Debt Mill Levy are collectively referred to herein as the “**Maximum Mill Levies**”).
- D. The Service Plan authorizes adjustment of the Maximum Mill Levies in the event that the method of calculating assessed valuation is changed after 2004 (the “**Baseline Year**”), by any change in law, changes in method of calculating assessed valuation, or in the event of any legislation or constitutionally mandated tax credit, cut, or abatement. The Maximum Mill Levies may be increased or decreased to reflect such changes. Such increases or decreases shall be determined by the Board of Directors (the “**Board**”) in good faith (such determination to be binding and final) so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes.
- E. The Service Plan provides that, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.
- F. At the time of the Baseline Year, the residential assessment ratio set by the Colorado General Assembly was 7.96%.
- G. In 2017, the Colorado General Assembly (the “**General Assembly**”) passed House Bill 17-1349, which amended Section 39-1-104.2, C.R.S. by setting the ratio of valuation for assessment for real residential property at 7.2% (decreased from 7.96%) for property tax years commencing on and after January 1, 2017, until the next property tax year that the General Assembly determined to adjust the ratio of valuation for assessment for residential real property.
- H. In 2019, the General Assembly passed Senate Bill 19-255, further amending Section 39-1-104.2, C.R.S. by setting the ratio of valuation for assessment for real residential

property at 7.15% (decreased from 7.2%) for property tax years commencing on or after January 1, 2019, until the next property tax year that the General Assembly determines to adjust the ratio of valuation for assessment for residential real property.

I. In 2020, the voters of the State of Colorado passed Amendment B, which repealed Article X, Section 3 of the Colorado Constitution (“**Amendment B**”) such that the ratio of valuation for assessment of real property for 2021 and thereafter, unless further amended by the General Assembly or voters of the State, is 7.15%.

J. In compliance with the Service Plan, in order to mitigate the effect of the reduction in the ratio of valuation for residential real property as set by the General Assembly for property tax year 2021, the Board determines it to be in the best interest of the District, its residents, users, property owners, and the public, to adjust the Maximum Mill Levies, so that the actual tax revenues to be received by the District are neither diminished nor enhanced as a result of the change in the ratio of valuation for assessment since the Baseline Year.

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

1. The Board hereby authorizes the adjustment of the Maximum Debt Mill Levy and the ARI Mill Levy for collection year 2022 to reflect that Amendment B set the ratio of valuation for assessment for residential real property to 7.15%, which is a change from the 7.96% ratio of valuation for assessment of residential property as of the Baseline Year.

2. The Service Plan allows for a total mill levy imposition of 55.664 mills for the payment of Debt (the “**Adjusted Debt Mill Levy**”) and a mill levy imposition of 1.113 mills for the ARI Mill Levy (the “**Adjusted ARI Mill Levy**”) and with the Adjusted Debt Mill Levy, the “**Adjusted Mill Levies**”) so that District revenues shall be neither diminished nor enhanced as a result of the ratio of valuation for assessment being set at 7.15% for collection year 2022.

3. The Adjusted Mill Levies shall be reflected in the District’s Certification of Tax Levies to be submitted to the Arapahoe Board of County Commissioners on or before December 15, 2021, for collection in 2022.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION AUTHORIZING ADJUSTMENT OF THE
DISTRICT MILL LEVY IN ACCORDANCE WITH THE SERVICE PLAN]**

RESOLUTION APPROVED AND ADOPTED ON _____, 20_____.

**HIGHLINE CROSSING METROPOLITAN
DISTRICT**

President

Attest:

Secretary

RESOLUTION NO. 2021-11-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
HIGHLINE CROSSING METROPOLITAN DISTRICT
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 3, 2022**

A. The term of the office of Directors Douglas Secord shall expire upon the election of his successors at the regular election, to be held on May 3, 2022 (“**Election**”), and upon such successors taking office.

B. The terms of the offices to which Director Daniel Payotelis and William Moore were previously appointed expires upon their re-election, or the election of their successors at the Election, and upon such successors taking office.

C. Two (2) vacancies currently exist on the Board of Directors of the District.

D. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect three (3) Directors to serve until the next regular election, to occur May 2, 2023, and two (2) Directors to serve until the second regular election, to occur May 6, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Highline Crossing Metropolitan District (the “**District**”) of the County of Arapahoe, Colorado:

1. Date and Time of Election. The Election shall be held on May 3, 2022, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, three (3) Directors shall be elected to serve until the next regular election, to occur May 2, 2023, and two (2) Directors shall be elected to serve until the second regular election, to occur May 6, 2025.

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

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

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

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

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with the Designated Election Official of the District, c/o Special District Management Services, Inc, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 26, 2022).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from the Designated Election Official for the Highline Crossing Metropolitan District at the above address, and on the District's website at <https://highlinecrossingmd.colorado.gov/>.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on March 1, 2022, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

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

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

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

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 3, 2022]**

RESOLUTION APPROVED AND ADOPTED on November 15, 2021.

**HIGHLINE CROSSING
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary



**Rocky Mountain
Tree Care, Inc.**

10575 W. 64th Avenue
Arvada, Colorado 80004
303-431-5885
303-456-6369 fax

August 25, 2021.

**Over 20 years of
expert care & experience**

Special District Management Service, Inc
Attn: Robert Graham
141 Union Blvd
Lakewood, CO 80228

Re: Highline Crossing Metro District- Mississippi Avenue and Dayton Avenue, Aurora

Tree Count: Total 351

19	Hawthorns	38	Ginnala maples	179	Pines
39	Oaks	41	Pears	1	Hackberry
1	Locust	1	Linden	1	Maple
5	Spruce	6	Crabapples	5	Elms
19	Kentucky coffee tree				

Dead Tree Count: Total 34

2	Hawthorns	1	Pine	11	Oaks
1	Pears	2	Locust	1	Lindens
1	Maples	3	Crabapples	9	Elms
1	Hackberries				
		3	Kentucky coffee tree		

Plant Health Care:

- Aphid, mite and Japanese beetle spray to all infested trees and shrubs 3 times \$830 per application \$2,490
- Ips beetle spray to all pine sand spruce \$890
- Deep root feed all trees 5 holes each to replenish essential nutrients and promote growth \$3,450
- Deep root water all trees 3 times with wetting agent \$1,200 per application \$3,600

Removals:

- Remove 3 dead oaks behind 1181 South Fulton Street \$150
- Grind stumps \$150
- Replace with 3 2" swamp white oaks \$2,800
- Remove Siberian elm sprouts South of 10108 East Kansas Avenue \$250
- Grind stump \$250

Removals: (contained)

• Remove half dead pine behind 10088 East Kansas Avenue	\$350
• Grind stump	\$50
• Replace with 8' Austrian pine	\$1,150
• Remove half dead oak behind 10068 East Kansas Avenue	\$50
• Grind stump	\$50
• Plant 2" swamp white oak	\$935
• Remove Siberian elms sprouts behind 10048 East Kansas Avenue	\$200
• Grind stump	\$200
• Remove half dead Kentucky coffee tree behind East 9988 East Kansas Avenue	\$50
• Grind stump	\$50
• Plant 2" Kentucky coffee tree	\$900
• Remove volunteer Siberian elms behind 9928-9948 East Kansas Avenue	\$200
• Grind stump	\$200
• Remove Siberian elm sprouts behind 9828-9848 East Kansas Avenue	\$150
• Grind stump	\$100
• Remove Siberian elm sprouts behind 9748 East Kansas Avenue	\$150
• Grind stump	\$100
• Remove dead boxelder and oak behind 9748 East Kansas Avenue	\$100
• Grind stump	\$100
• Plant 223" red oaks	\$1870
• Remove dead linden South of entry along Dayton Street	\$50
• Grind stump	\$50
• Replace with 2" American linden	\$900
• Remove dead locust South of storm water area	\$100
• Grind stump	\$50
• Replace with 2" honeylocust	\$840
• Remove dead pear North of entrance along Dayton	\$50
• Grind stump	\$50
• Replace with 2" chanticleer pear	\$870
• Remove half dead oak behind 9809 East Kansas Avenue	\$50
• Grind stump	\$50
• Replace with 3" red oak	\$935
• Remove dead oak and crabapple North of 9829-9849 East Kansas Avenue	\$100
• Grind stump	\$100
• Plant 1 2" red oak and 1 2" radiant crabapple	\$1,775
• Remove half dead locust and dead Kentucky coffee tree North of 9909 East Kansas Avenue	\$50
• Grind stump	\$50
• Plant 2" honeylocust and 2" Kentucky coffee tree	\$1,740
• Remove half dead Kentucky coffee tree North of 9929 East Kansas Avenue	\$50
• Grind stump	\$50
• Replace with 2" Kentucky coffee tree	\$900
• Remove 8 dead elms North of 9989 East Kansas Avenue	\$400
• Grind stumps	\$400
• Replace with 8 2" goldenrain trees	\$7,200

Removals: (contained)

• Remove 2 dead crabapples and 2 dead hawthorns North of 10069 East Kansas Avenue	\$200
• Grind stumps	\$200
• Replace with 2 2" radiant crabapples and 2 2" thornless cockspur	\$3,480
• Remove dead elm West of 10109 East Kansas Avenue	\$50
• Grind stump	\$50
• Replace with 2" goldenrain tree	\$900
• Remove dead hackberry North of 1106 South Fulton Street	\$100
• Grind stump	\$100
• Replace with 2" hackberry	\$855
• Remove 3 dead oaks behind 1216-1226 South Fulton Street	\$150
• Grind stumps	\$150
• Replace with 3 2" red oak	\$2,800

Please call if you have any questions

Thank you,

Ryan Wessels
Rocky Mountain Tree Care, Inc.
303-775-7337



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
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
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	

Payment Terms:

Payment due 30 days from invoice.

<p>ACCEPTED:</p> <p>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:</p> <p>Consolidated Divisions, Inc Db a CDI Environmental Contractors</p> <p>Authorized Signature: _____</p> <p>Estimator: Cory France 303-501-5697 coryf@cdi-services.com</p>
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Date: 7/29/2021



Landscape Maintenance Proposal

Property: Highline Crossing
Address: 1141 S Fulton St, Denver, CO 80247

Contact: Robert Graham
Phone: (720) 270-9822
Email: rgraham@sdmi.com
Regarding: Highline Crossing 2022 landscape maintenance proposal



Dear Robert,

I would like to **thank you** for considering  to meet your specific needs. For over **twenty-five years** we have been dedicated to serving clients *just like you* by *creating and maintaining the most beautiful landscapes* in Denver and surrounding areas. Our *modern fleet of equipment* and *best personnel in the industry* keep us highly recommended by our clients, and enable us to serve your specific needs and fulfill all your landscaping desires.

Our full range services include: *Custom Enhancements, Innovative Construction, Skillful Maintenance*, and both *Reclamation* and *Renovation*. We also offer winter services to serve your needs *all year round!*

I have included a detailed description of our services (exhibit-D) and different proposal options (exhibit- A) to complement your specific needs. For your ease I have also included a general scope of work (exhibit-B) and general terms and conditions (exhibit-C) and finally *your* contract (exhibit-E) so we can begin **servicing you as soon as possible!**

Sincerely,

Ben Zand

Landtech – Account Manager

Mobile (720) 749-0067

"...genuinely concerned with the quality of the end product."
–Kevin O. at Hughes/Smith, Inc.

"...High level of service and integrity..."
–James P. at Pinkard Construction


"... I would recommend Landtech Contractors, Inc. to anyone..."
–Eldon V. District Engineer



DENVER HEADQUARTERS: 525 N. Laredo St., Aurora, CO 80011 Phone: (303) 344-4465 Fax: (303) 344-1518

COLORADO SPRINGS DIVISION: 8065 Industry Rd. Colorado Springs, CO 80915 Phone: (719) 471-3199 Fax: (719) 632-3577

LOVELAND DIVISION: 6219 Aviation Cr. Loveland, CO 80538 Phone: (970) 287-1465

	12 Month Total Care Package Year-Round Service Jan 2022 – December 2022
TURF AREAS:	
Mowing	26
Edging	13
Line Trimming/Blowing	26
Fertilization	3
Weed Control	3
Aeration	2
BED AREAS:	
Weeding	26
Spring Pre-Emergent Weed App.	1
Summer Shrub Pruning	2
Summer Tree Pruning	1
GENERAL CLEAN-UP:	
Debris in Turf/Walks/Beds	26
Weed Control in Cracks/Crevices	26
Spring Clean-up	1
Fall Clean-up	2
Winter Site Inspections	26
IRRIGATION:	
Irrigation System Activation	1
Management of System	24
Irrigation System Winterization	1
NATIVE AREA:	
Pond Mowing and Clean-up	2
TREE WRAP:	
Wrapping Small Deciduous Trees	1
Spring Tree Wrap Removal	1
GRAND TOTAL:	\$ 35,160.00
MONTHLY TOTAL:	\$ 2,930.00

ADDITIONAL SERVICES:	Per Occurrence
Fall Shrub Pruning	\$
Backflow Testing	\$161.00
Winter Watering if needed	\$



For: Highline Crossing

Exhibit B: General Scope of Work

- A. **Scope of Work:** Contractor will furnish all labor, tools, specialized equipment, supervision and transportation required to maintain the landscape in an attractive condition throughout the year for the maintenance period specified in contract.
- B. **Definitions:** The term "Contractor" where used in this agreement shall mean Landtech Contractors, Inc. The representative is Larry D. Overley. The term "Contracting Company" where used in this agreement shall mean Owner or Management Company.
- C. **Insurance:** Contractor will carry complete and adequate worker's compensation, automobile, and general liability insurance in the amount of not less than \$1,000,000.00 (One Million Dollars). Contractor shall supply Contracting Company with a certificate of insurance of such coverage prior to commencement date.
- D. **Damages:** Contractor will be responsible for any damages to the property caused by this contract. The cost of all repairs will be borne by the Contractor.
- E. **Acts of God:** The Contractor assumes no responsibility for and shall not be held liable by the Contracting Company for damages due to conditions beyond the contractor's control. Such conditions include, but are not limited to: harsh weather; abnormally cold winter temperatures; snow damage; ice; melting snow; wind; fire; vandalism; theft; and previous contractor's neglect or improper practices.
- F. **Pre-Existing Conditions:** It is acknowledged by the parties that the present condition of the turf grass is Average; the present condition of trees is Average; the present condition of shrubs is Average; the present condition of the sprinkler system is Average; the present condition of walks is Average; the present condition of drives is Average and the present condition of native area is Average. The Contractor is not responsible for any such conditions nor any continual wear and tear, or acts of third parties.
 - II. **If condition of property falls to below average conditions during winter months due to: limited leaf removal, limited cut backs of shrubs, limited winter maintenance, improper maintenance from previous season. There will be a ___ T&M ___ charge added to the contractual spring cleanup amount.**
- G. **Communication System:** The Contractor is expected to be available via telephone, and respond as necessary to emergencies that may arise. Emergencies are defined as items, which, by their nature, cannot be postponed and may cause damage to health or property. Response to emergencies will be by whatever means is most practical to remedy a particular situation. Contractor is entitled to compensation for such emergencies.
- H. **Personnel:** Contractor's employees shall conduct themselves in a workmanlike manner at all times. Contractor is expected to provide adequate supervision at all times.
- I. **Licenses and Permits:** Contractor shall be responsible for obtaining and paying for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the Contractor's business. Such licenses and permits shall include, but not be limited to: business, and commercial pesticides applicator. However, special permits (such as special watering permits) will be obtained at the expense of the Contracting Company.
- J. **Weather permitting:** All items in this agreement are stated assuming that weather conditions are favorable. Contractor is not to be held responsible, in any way, for delays in the completion of specified tasks due to weather conditions.
- K. **Modification:** In all cases, the included "Exhibit D-Description of Services" shall supersede or modify items stipulated in the "Exhibit B-General Scope of Work".

Exhibit C: Terms and Conditions

- A. **Location.** This landscape maintenance agreement is for services to be performed at the following location(s): 1141 S Fulton St, Denver, CO 80247.
- B. **Term.** The term and start date of this agreement shall be agreed upon in exhibit E.
- C. **Assignment.** Neither party may assign this contract without the written consent of the other party.
- D. **Scheduling.** All work scheduling shall be at the discretion of Contractor as to time, day, month, etc. Contracted items will be given priority over time and material or extra work, in order to remain on established schedules.
- E. **Delay.** The Contractor shall not be held liable for delays in completion of contracted items, due to, but not limited to: acts of God; acts of Contracting Company; weather conditions; acts of public; or any other unforeseen items beyond the reasonable control of the Contractor.
- F. **Modifications.** The general requirements, technical specifications, statement of charges, and landscape maintenance contract are all considered a part of this agreement and shall constitute the entire agreement between the contracting parties. No variance or modification shall be valid and enforceable, unless mutually agreed upon in writing.
- G. **Pricing and Payment.** The total amount of the base contract and base monthly charges shall be agreed upon in exhibit E. All accounts will be billed on the 1st day of each month, with terms of net 10 days for account to be paid in full. Early termination of the contract will result in an audit of actual services performed and billed accordingly. Extra services, if authorized, and emergency services shall be billed at the rates listed in section III of the "Statement of Charges" in the contract plus materials.
- H. **Termination Without Cause.** Either party may terminate this agreement without cause by sending written notice to the other party at the respective addresses herein stated. Written notice is to be given at least 30 days prior to effective date of termination. Full payment for the actual services performed and materials provided at time of termination becomes due and payable on, or before, date of termination. In the event of pre-payment of services not performed and/or materials not provided, credit refund will be due and payable on, or before, date of termination.
- I. **Termination for Cause.** Either party may terminate this contract for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause: (a) upon Contracting Company's failure to make any of the agreed upon payments, as outlined herein; or (b) for the Contracting Company's unreasonable determination of "lack of satisfactory performance or substantial completion of the Contractor's duties as specified herein". Contracting Company may terminate this agreement for cause: (a) for proof of lack of satisfactory performance; or (b) for obvious gross negligence or neglect by the Contractor.
- J. **Notices.** All notices required hereunder shall be in writing and shall be sent in the United States mail, certified mail, return receipt requested, correctly addressed to contractor: Landtech Contractors, Inc. Maintenance Division, 525 N. Laredo St. Aurora, CO 80011
- K.

DENVER HEADQUARTERS: 525 N. Laredo St., Aurora, CO 80011 Phone: (303) 344-4465 Fax: (303) 344-1518

COLORADO SPRINGS DIVISION: 8065 Industry Rd. Colorado Springs, CO 80915 Phone: (719) 471-3199 Fax: (719) 632-3577

LOVELAND DIVISION: 6219 Aviation Cr. Loveland, CO 80538 Phone: (970) 287-1465

For: Highline Crossing

- L. **Acceptance of Proposal.** The above prices, specifications, and conditions are satisfactory and are hereby accepted. LANDTECH CONTRACTORS, INC. is authorized to do the work as specified. Payment is outlined above in Section IV, paragraph 7. OWNER agrees that accounts 30 days past due will be charged 1.5% per month (18% per year). Should this account be referred to an agency, attorney or court for collection, OWNER agrees to pay reasonable attorney's fees, court costs and any other expenses of collection by LANDTECH CONTRACTORS, INC.
- M. **Attorneys Fees.** In the event either party to this agreement commences an action to enforce the terms of this agreement, then the prevailing party shall be entitled to recover its attorney's fees and costs.

Exhibit D- Description of Services

Turf Care

A. Mowing

1. All turf areas shall be mowed at the specified frequencies noted on the attached proposal. The Contractor will determine mowing height. Frequency of mowing will vary in the spring and fall, due to seasonal weather conditions and growth rate of turf.
2. Grass catchers will be used only if there is a specific need and will be used at the discretion of the Contractor. Excessive clippings will be removed from turf.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons:
 - a) Areas in use at the time of mowing by large groups of residents, children, etc.
 - b) Areas excessively wet due to rain or improper drainage not caused by the contractor.
 - c) Areas with large concentration of pet droppings.
 - d) Areas under construction.

B. Trimming

1. All turf areas inaccessible to mowing equipment will be trimmed as needed in conjunction with mowing operations to maintain a neat well-groomed appearance.
2. Where practical, Contractor may use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that may be damaged by repeated use of string line trimmers.
3. After mowing operations are completed, all grass clippings will be blown and/or removed from walks, drives, patios, etc.

C. Edging

1. Edging of walks, swimming pool decks, etc. will be done at the frequency specified in the attached proposal, through the use of a steel blade edger.
2. Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.
3. Concrete drainage pans/spillways will not be edged, unless otherwise specified in this contract.
4. Excessive debris resulting from edging shall be collected and removed.

D. Aeration

1. Aerations will be performed with a core aerator at the frequency specified in the attached proposal.

E. Police Area

1. All landscape areas will be policed for loose trash in conjunction with mowing operations. Annual contracts will be policed for loose trash at the frequencies specified in the attached proposal.
2. Policing does not include the clean-up of drives and parking lots unless specified in this contract. The clean-up of debris due to vandalism, dumping, improperly contained dumpsters, acts of God, etc., will be an extra service to this contract.
3. Removal of pet droppings is not the responsibility of the Contractor unless otherwise specified.

F. Turf Weed Control

1. All turf areas will be treated for the control of broadleaf weeds at the frequency specified in the attached proposal.
2. The Contractor will be responsible for weed control between the months of May 1st thru October 31st as needed. The Contractor is not responsible for excessive rains, which may wash treatment material away. The cost of all additional treatment is the responsibility of the Contracting Company. From May 1st thru October 31st broadleaf weed control in turf is handled on a curative basis, rather than a preventive basis.
3. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained.

Note: Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator.

G. Turf Fertilization

1. All turf areas will be fertilized at the frequency specified in the attached proposal. A quality, balanced fertilizer will be provided by Contractor.
2. Care will be taken to clean fertilizer off all sidewalks, patios, pool decks, etc., to minimize the possibility of iron stains, however, even with the utmost care some staining may still occur.

Note: Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator.

For: Highline Crossing

H. Spring Cleanup

1. At the frequency specified in the attached proposal, Contractor will perform spring cleanup including gathering and removing trash, leaves, and debris in turf and bed areas. Parking lots are excluded.

I. Fall Cleanup

1. At the frequency specified in the attached proposal, Contractor shall be responsible for gathering and removing leaves from the site in the fall. Contracting Company will direct Contractor as to when each service frequency is to be performed. Additional frequencies will be an extra service to this contract.

Tree, Shrub, and Bed Care

J. Bed Care

1. Rock bed areas will be inspected at the frequencies specified in the attached proposal for mulch depth and conditions. If additional materials are required, the Contracting Company will be notified and provided with an estimate to perform the work.
2. Rock bed areas will be kept substantially free of weeds by means of chemical control, or hand weeding at the frequencies specified in the attached proposal. Every effort will be made to control grasses and bindweed growing directly in shrubs and ground cover; however, control of these items is not always guaranteed.
3. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained.
4. Flower planting and flowerbed care is not included as part of this contract unless specified in the attached proposal.

K. Tree and Shrub Care

1. Contractor will monitor, on a regular basis, the health of all plant materials and will provide recommendations and estimates to the Contracting Company for such items as: fertilization, insect, and disease control. Most treatment would be done on a curative basis: however Contractor may recommend from time to time to treat potential problems on a preventive basis.
Note: Contractor reserves the right to hire a subcontractor to perform this service. Subcontractor shall be a licensed commercial applicator.
2. The Contractor shall be responsible for pruning of all trees and shrubs on the property at the frequencies indicated in the attached proposal. All plant material over 15 feet in height is excluded.
3. Plants shall be pruned in accordance with regularly accepted industry standards for pruning. Pruning is done to promote healthy growth; to prevent weak or abnormal limb structure; to control unwanted leggy growth and to maintain the natural growth habit of the plants. Proper pruning practices do not include shaping of plants such as: boxed, squared, balls, etc. Shrubs will be pruned in such a manner as to maintain natural shape.
4. In order to prevent damage by mowers and trimmers to trees and shrubs planted in turf areas, the Contractor if included in the attached proposal will provide a grass-free area around all trees and shrubs. Contractor assumes no liability for damage to trees and shrubs not properly protected.

Irrigation Control and Maintenance

L. Activation

1. Contractor shall activate the irrigation system once (1) in the spring if included in attached proposal. Activation usually occurs in April, depending on weather conditions. Contractor is not responsible for any freeze damage, which may occur after sprinkler activation.
2. Contracting company agrees to all repairs required for activation of the system up to a preapproved amount of one thousand dollars (\$1000). If the repair is more than one thousand dollars (\$1000) a proposal will be sent to contracting company prior to commencement of repair. All repairs required for activation are not part of this contract and will be billed on a time and material basis.
3. At the time of activation, all necessary repairs will be made to bring the system up to operating condition. These repairs will be billed on a time and material basis. Contracting Company will be informed of repair work being performed.

M. Routine Maintenance

1. After system is activated and operating, Contractor will be responsible for checking the system at the frequencies specified in the attached proposal to insure proper operation during contract period.
2. In the event malfunctions are found during the regular check of the irrigation system, repairs will be made and billed on a time and material basis. Contracting company agrees to a preapproval amount of five hundred dollars (\$300) in repairs for each regular check, if the repairs total more than five hundred dollars (\$300) a proposal will be sent to contracting company prior to commencement of the repair.
3. Contractor shall keep the need for water conservation in mind. During extended cold or rainy periods, irrigation controller may be turned off. However, occasional rainstorms will not constitute adequate reason for turning off controllers. Special requests are billed on a time and material basis.

N. Winterization

1. Contractor shall winterize the irrigation system once (1) in the fall if included in attached proposal. Winterization usually occurs between October 1st and December 1st. Contractor is not responsible for any freeze damage, which may occur before and after sprinkler winterization operations.
2. Proper winterization will include the use of a compressor, unless otherwise specified.



For: Highline Crossing

O. Miscellaneous

1. The Contractor will be informed if other parties have access to irrigation controllers. If the controllers are adjusted or turned off by other parties, Contractor must be notified immediately. Contractor will not be responsible for damage of any kind as a result of irrigation controllers being tampered with.
2. Contractor shall not be liable for any damages caused by malfunctions of the irrigation system, including, but not limited to: stuck valves, flooded basements, missing heads.
3. Contractor shall not be liable for damages to sprinkler heads that are improperly installed above grade by others and constitute a mowing hazard. Contractor will not be held responsible for prior inadequate installations of irrigation systems. If this situation is applicable, Contracting Company will be notified immediately of any potential problems.

Native Care (If applicable and part of the proposal)

P. Mowing

1. Native area shall be mowed at the durations specified in the attached proposal. The Contractor will determine mowing height. Frequency of mowing may vary due to seasonal weather conditions and growth rate of native.
2. Native clippings will be left in place after mowing and will not be removed.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons:
 - a) Areas in use at the time of mowing by large groups of residents, children, etc.
 - b) Areas excessively wet due to rain or improper drainage not caused by the contractor.
 - c) Areas under construction or contain excessive debris.
4. The clean-up of debris due to vandalism, dumping, acts of God, etc., will be an extra service to this contract.

Q. Trimming

1. Native areas inaccessible to mowing equipment will be trimmed as needed in conjunction with mowing operations to maintain a neat well-groomed appearance.
2. Where practical, Contractor may use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that may be damaged by repeated use of string line trimmers.
3. After mowing operations are completed, native clippings will be blown and/or removed from adjacent walks, streets and drives.

R. Weed Care

1. Weed control in native area will be managed by mowing operations. If Contracting Company desires to have weeds managed with chemical applications the Contractor will supply an estimate for these additional services.

Winter Services (If applicable and part of the proposal)

S. Standard Services

1. All landscape areas will be policed at the frequencies specified in the attached proposal for loose trash and debris in bed, and turf areas only. (Refer to item A.5).
2. The Contractor will visit the site at the frequencies specified in the attached proposal to inspect all landscape and plant material. Any problems will be brought to the attention of the Contracting Company.
3. Contractor will be available to the Contracting Company to aid and assist in the preparation and formulation of: plans, schedules, budgets, projections, etc., for the coming season.
4. Emergency after hour rates are billed at overtime rates and at a two hour minimum.

Hourly Contract Rates

	Regular Rate	Overtime Rates
Irrigation Technician w/Van	<u>\$83.00/HR + Material</u>	<u>\$98.00/HR + Materials</u>
General Labor Rate	<u>\$44.00/HR</u>	<u>\$57.00/HR</u>
Foreman Rate	<u>\$55.00/HR</u>	<u>\$71.00/HR</u>
Supervisor Rate	<u>\$66.00/HR</u>	<u>\$86.00/HR</u>
Medium Mower 36" / 48"	<u>\$58.00/HR</u>	<u>\$73.00/HR</u>
Large Mower 52" / 63"	<u>\$81.00/HR</u>	<u>\$96.00/HR</u>
21" Mower	<u>\$53.00/HR</u>	<u>\$68.00/HR</u>
Trimmer/Blower	<u>\$42.00/HR</u>	<u>\$54.00/HR</u>



For: Highline Crossing

Exhibit E: Contractual Agreement

Please select one of the service options below. Your initials and signature will constitute acceptance of this contractual agreement.

Contract Option Plans:

TOTAL CARE CONTRACT OPTION						
12 – month contract	\$	2,930.00	Per Month	\$	35,160.00 /year	Initial _____
Payments in 12 Consecutive Months: 1/1/2022 – 12/31/2022						

Automatic Renewal: This Contract shall be automatically renewed with a 2.0% increase to the base contract price unless either party gives the other party thirty (30) days written notice before the end of the existing term. In the case of the Economic Contract option, notice to terminate must be given by September 30th or the Contract will be renewed for the applicable seven-month period in the next year. In the case of the Standard Contract option notice to terminate must be given by October 31st or the Contract will be renewed for the applicable eight-month period in the next year. Understand that by not choosing this option we will offer you a renewal contract that may have a higher percentage increase, and there may be an interruption to your services.

Initial _____

Client Information:
Robert Graham

Site Information:
Highline Crossing
1141 S Fulton St, Denver, CO 80247

As Agent For: Special District Management Services, Inc.

Contact: Robert Graham

Either party may cancel this agreement, without cause, after thirty (30) days of receipt of written notification; however, such notice must be by registered mail and return receipt requested to be effective.

ACCEPTANCE

This contract includes Exhibit A, B, C, D and E.

Client
Robert Graham

As Managing Agent For: Highline Crossing

Contractor
Denver Headquarters
Landtech Contractors, Inc.
525 N. Laredo St, Aurora, CO 80011
Account Manager: Ben Zand
Telephone No.: (303) 344-4465

Signature: _____

By: _____

Title: _____

Date Signed: _____

Signature: _____

By: _____

Title: Officer _____

Date Signed: _____

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



SNOW REMOVAL CONTRACT

For 2021-2022

This Snow Removal Contract ("Contract") is entered into on the [] day of [] by and between Landtech Contractors, Inc. ("Contractor") and "Highline Crossing" ("Customer")

Customer Information: To be filled out by Client

Customer property name: _____
Customer property address: _____
Customer on-site rep name: _____
On-site rep phone #: _____
Customer emergency rep name: _____
Emergency rep phone #: _____
Customer Management Company: _____
Customer manager name: _____
Customer billing address: _____
Customer office phone #: _____
Customer fax phone #: _____
Customer e-mail address: _____

Contractor Information:

Contractor's office address: 525 Laredo St., Aurora, CO 80011
Contractor's office phone #: 303 344 4465
Contractor's fax phone #: 303 344 1518
Contractor's billing e-mail address: Billing@Landtechcontractors.com

Contract Term:

Contract commencement date: See above
Contract termination date: May 31, 2022

1. Scope of Services: Contractor will perform the services described in the Snow Removal Requirements ("SRR") Article B, which is attached hereto and incorporated herein by this reference. The SRR must be completed by Customer prior to the start of the snow season and must clearly define the snow removal services that Customer wants Contractor to provide under this Contract and the specific areas of the Customer's Property (identified above). Services will not include ice removal, or the physical removal of snow from the Property. This service is only available with 24 hours notice to Contractor and will be billed on a time and materials basis pursuant to the pricing schedule in Article A of this Contract. Cleaning up of salt, slicer, or other snow melt products used by Contractor is not specifically included under this Contract but is available from Contractor at an additional cost to Customer.

2. Performance: All labor, equipment, and materials will be furnished by Contractor. Contractor may use subcontractors in the provision of service under this Contract. Snow plowing will be accomplished by mechanically pushing snow to boundaries designated by Customer in the SRR and will begin once snow levels reach **Trace, 1" or 2" ONLY** (circle one) Snow removal on sidewalks will be performed by hand shoveling, unless areas are accessible by snow blower and/or ATV (when available) and will begin once snow levels reach **Trace, 1" or 2" ONLY** (circle one) Unless Customer instructs Contractor otherwise, Customer agrees that Contractor has discretion to determine if snow removal is necessary under this Contract based on snow accumulations, forecasted temperatures and weather conditions for the Property. Customer understands that snow accumulations may vary from one part of town to the next, and that weather conditions in one part of town may not be indicative of accumulations at the Customer's Property. Customer also understands that drifting snow may necessitate plowing of Customer's Property, regardless of the average accumulation at that Property.

Normal nightly refreezing of melted snow and ice may occur for a period of time after each storm or snow event. Therefore, Contractor will return to the Property and will re-plow, re-shovel or re-apply salt, sand or snow melt products as it deems necessary, unless Customer notifies Contractor before-hand not to do so.

Customer is responsible for having all vehicles removed from parking lots, drives, access roads, and designated stock pile areas, so that Contractor can properly and efficiently operate snowplowing equipment. If vehicles are not removed at the time of plowing operation, Contractor will be obligated to plow only those areas available and open for safe use and operation of the snow plow equipment. If the designated stockpile areas are not accessible, Contractor will stockpile snow in an area chosen at Contractor's discretion to provide the least interference with use of the Property.

Services under this Contract will commence during or within twelve (12) hours of the end of any snowfall. Contractor will charge for travel time to the Property according to the type of services to be performed. Services will be initiated when, in the best judgment of Contractor, conditions are such that snow removal services are required. It is Customer's responsibility to notify Contractor when snow services are not required by contacting either of Contractors On-site or Emergency Representatives at the numbers set forth above.

When a large accumulation of snow is predicted, such as an "upslope", blizzard conditions, snow in excess of 12", ice in all of its forms, declared states of emergency. Contractor has discretion to commence services under this Contract prior to the cessation of snowfall. Contractor will make every effort to insure such service. Customer understands, however, that certain conditions may pose challenges to Contractor providing services, which are out of Contractor's control. In such cases, Contractor will keep Customer informed of conditions and will define realistic expectations for completion of field operations. Any precipitation event lasting longer than 12 hours will require that Contractor schedule rest periods for field personnel and Managers to assure their safety. When accumulation exceeds six (6") inches, or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the site. Walks will be cleared to their full width when conditions allow further attention.

If sidewalk snow service is requested by Customer, Customer understands that if temperature and wind conditions combine to bring temperatures below ten (10) degrees Fahrenheit, Contractor may have to stop providing services during that period of time in order to protect the health and well being of its employees.

Contractor will provide services under this Contract in a workman-like manner. Customer accepts this warranty as its sole recourse, and THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

3. Property Damage: Customer agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment (including, but not limited to pick-up trucks, loaders and tractors) to property items in and around the area designated by Customer for plowing, and which are concealed from Contractor's view by snow accumulation or other adverse weather condition. Such property items include, but are not limited to turf (grass), curbs, wheel stops, fire hydrants, plant material and other landscaping, and retaining walls. Customer also agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment to surface integrity due to weight of snow removal equipment. Installation of necessary snow stakes is recommended. If Contractor, in its discretion, deems such stakes to be necessary to avoid property damage, Contractor is hereby authorized to provide stakes at an additional cost to Customer, as set forth under the pricing schedule in Article A of this Contract.

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

Customer understands that upon completion of snow service operations, even if conducted to the highest standards in the industry for this area, slippery conditions may still exist. For example, normal nightly refreezing of melting snow and ice may occur after each storm. Therefore, Contractor will not be liable for accidents caused by this inherent risk and will be defended, indemnified and held harmless by Customer from and against lawsuits or claims that may result from naturally occurring weather conditions, or the presence of salt, sand, or other snow melt products used by Contractor. Contractor has discretion to determine whether to apply snow melt chemicals for snow management. Such chemicals have inherent properties that could degrade or damage metal, paving material, and plant material that come in contact with such chemicals, and therefore, Contractor will not be liable for damage caused to said objects or materials on site.

5. Insurance: Throughout the term of this Contract, Contractor will maintain General Liability insurance of \$2,000,000 aggregate, and will also carry the Colorado State required Workman's Compensation insurance, and Automobile Liability insurance, \$1,000,000 bodily injury each person/each accident, and \$1,000,000 property damage.

6. Termination without Cause: Either party to this Contract may terminate the Contract without cause by sending written notice to the other party at the respective address stated above. Termination of the Contract will become effective 30 days after the date such written notice is provided. In the event of such termination, full payment for services performed or material provided under this Contract becomes due and payable on, or before, the effective date of termination. In the event of pre-payment of services not performed or

materials not provided after the effective date of termination, Contractor will issue a refund to Customer on, or before, the effective date of termination. In addition, if Customer has entered into this Contract as an agent of the Property owner, and Customer's agreement with the Property owner is terminated, this Contract will automatically terminate without notice, effective the date of such termination by the Property Owner.

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

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

8. Payment: The prices, specifications, and conditions are satisfactory and are hereby accepted by Customer. Contractor is authorized to do the work as specified. The rate schedule for this Contract is outlined below and all work will be performed and paid for according to these rates. All accounts are to be due and paid in full net ten (10) days after receipt of an invoice from Contractor. Customer agrees that thirty (30) day past due accounts will be charged interest at 1.5% per month (18% per year). Contractor may decline to perform services if accounts are over twenty days (20) past due following Customer's receipt of invoices for services rendered. Customer will be responsible for a \$45.00 returned check fee for any check returned unpaid for any reason.

9. Attorneys Fees and Venue: In the event either party to this Contract commences an action to enforce the terms of the Contract, the prevailing party to such action is entitled to recover its attorneys' fees and court costs. The parties agree that venue for any such legal action shall be the District Court for the City and County of Denver, State of Colorado.

10. Miscellaneous:

10.1 Contractor reserves the right not to proceed with services outlined under this Contract, and the contract may be deemed null and void by Contractor notwithstanding execution of the Contract by Customer, if the Contract is not executed by Customer within 30 days from the date the Contract is sent to Customer.

10.2 This Contract and attachments hereto supersedes any and all other agreements between the parties, oral or written, regarding snow removal services.

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

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

10.5 Customer may not assign this Contract without first obtaining Contractor's written approval to do so. Such approval will not be unreasonably withheld by Contractor.

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

10.7 This Contract shall be construed in accordance with the laws of the State of Colorado.

CONTRACTOR: Landtech Contractors, Inc.

BY: _____
Date

CUSTOMER:

BY: _____
Its: _____ Date



Article A: HOURLY RATES 2021-2022

Equipment:

Rates include operator and are based on a one (1) hour minimum charge.

Drive time is charged one direction.

<u>EQUIPMENT:</u>	
4X4 Truck with Plow w/Wings	\$121.00 per hour
Ice Slicer Spreader	\$142.00 per hour plus material
Skid Steer Loader with Push Box	\$153.00 per hour
Snow Blower	\$76.00 per hour
ATV w/Plow, SnowRator w/Spreader	\$90.00 per hour
UTV w/Plow and Spreader	\$100.00 per hour plus material
<u>HEAVY EQUIPMENT:</u>	
Front End Loader 1 yard with Push Box/Bucket	\$210.00 per hour
Front End Loader 3 yard with Push Box/Bucket	\$278.00 per hour
Tandum Dump Truck	\$165.00 per hour
<u>LABOR:</u>	
Hand Shovel	\$61.00 per man, per hour
Hand Spread Ice Melt	\$61.00 per man, per hour plus material
Install Curb Markers	\$5.00 each, plus \$61.00 per hour labor (\$200 min)
Crew Mobilization Fee	\$65.00 per occurrence (in addition to hourly shoveling rates)
<u>MATERIAL:</u>	
Ice melt	\$0.95 per pound + Labor Rate of \$61 per man/hour
Environmentally Friendly Ice melt	\$1.35 per pound + Labor Rate of \$61 per man/hour
Ice Slicer (Granulated Magnesium Chloride)	\$255.00 per ton + Truck with V-Spreader (1 hr minimum)
<u>OTHER :</u>	
Snow monitoring service	\$65.00 per hour (min. 1 hr.)

Article B: Snow Removal Requirements

Property Name:		
Property Address:		
Property Contact:		
Contact E-mail:		
Contact Phone #:		
At what accumulation is clearing walkways and doorways required?	YES NO	Trace 1" 2" <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (Checkmark one)
Is the ice melt application needed for walkways?	YES NO	Standard <input type="checkbox"/> Environmentally Friendly <input type="checkbox"/> (Checkmark one)
At what accumulation are plow services for parking lots, entry & driveways, loading docks, etc. required?	YES NO	Trace 1" 2" <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (Checkmark one)
Is Ice Slicer (Granulated Magnesium Chloride) application required for entry and driveways, drive lanes, loading docks?	YES NO	
Are there specific areas that snow is to be piled?		
Is there a site plan or map available? If so, please attach it.		
Are there restricted areas on your site that require snow services?		
How can we arrange to access these areas?		
<p>Snow Monitoring Service: This service will provide the client with a property check to monitor snow accumulation. This service will be offered when the snow has been forecast that will potentially meet the client's contractual trigger point. Service will be offered at an hourly rate of \$60.00 per man-hour and material (1 hr. min. charge per visit) Services must be requested at the time contract execution.</p>		
Initials _____		
Special Instructions:		



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

MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski
Executive Vice-President

DATE: August 31, 2021

RE: Notice of 2022 Rate Increase

A handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by the CPI (5.28%) per hour.

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



EXHIBIT A TO LEGAL SERVICES AND FEE SUMMARY AGREEMENT FOR 2022 LEGAL COLLECTION SERVICES

Fee Structure

This is a flat fee agreement for collection services. The Association will pay Altitude Community Law (the Firm) for performance of the services described below, plus costs. The Association understands that it is not entering into an hourly fee agreement for collection services, except as otherwise set forth below. This means the Firm will devote such time to the representation as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

The Association has the right to terminate the representation at any time and for any reason, and the Firm may terminate the representation in accordance with Rule 1.16 of the Colorado Rules of Professional Conduct. In the event that the Association terminates the representation without wrongful conduct by the Firm that would cause the Firm to forfeit any fee, or the Firm justifiably withdraws in accordance with Rule 1.16 from representing the Association, the Association shall pay, and the Firm shall be entitled to, the fee or part of the fee earned by the Firm as described in paragraph 1 above, up to the time of termination. If the representation is terminated between the completion of increments (if any), the Association shall pay a fee based on our standard hourly rate set forth in our standard fee agreement. However, such fees shall not exceed the amount that would have been earned had the representation continued until the completion of the increment, and in any event all fees shall be reasonable. Once the work is performed, the Fee will be deemed earned and is due upon receipt of an invoice.

Case Intake, Review and Assessment - No charge

We do not charge you to review new collection cases and make recommendations. However, if we receive open collection files from another attorney, there will be a \$25 set-up and review fee per file. This fee will be waived if you are a retainer client.

At the rates set here in, upon receiving a new turnover, we will perform the following work for due diligence and to put the Association in the best possible collection position: Assessment Lien Package (if a lien has not already been recorded), Demand Letter, Public Trustee Search, and Bankruptcy Search. Next steps after this work depends on the homeowner's response, balance due, history, information acquired, and other factors.

Demand Letter - \$155

Preparation of a demand letter includes reviewing the ledger or equivalent record to ascertain the amounts owed including interest, late charges, fines and charge backs, if relevant, and review prior notice given to owner to meet statutory requirements; drafting and mailing the demand letter to the homeowner; follow-up, including telephone calls with the management company and homeowner, negotiation of an acceptable payment plan; follow up letter (as needed) to confirm payment arrangements. All correspondence other than the initial demand and payment plan letter is \$50 per letter (e.g., follow up demand letter, breach of payment plan letter).

Super Lien Demand Letter - \$110

Preparation of a demand letter post foreclosure includes reviewing ledger to ascertain amounts owed; verifying party to whom demand should be sent; drafting and mailing demand letter: or if request is received from a lender for the super lien amount, drafting a response. All discussions with the owner or lender after the letter are billed hourly.

Assessment Lien Package - \$110

This charge includes preparing both the lien and the lien release. It also includes verification of ownership with either the assessor's office or title company.

Lawsuit: - \$350 plus costs

This charge includes preparing the summons and complaint, filing these papers with the court, appearing at the return date and obtaining default judgment. It also includes all negotiations and telephone conferences with the owners prior to an answer being filed with the court.

Lawsuit: Trial - Hourly rates apply

All preparation for trial and appearances in court are billed on an hourly basis. If the association prevails at trial, it can recover its attorney fees and costs from the delinquent owner.

Interrogatories - \$80

We prepare and file a motion with the court to request the court to order an owner to answer a series of questions from us about the owner's assets. We will use the answer to help satisfy any judgment obtained by the association. We will also arrange for service of the order on the client and monitor and evaluate answers received from the owner.

Contempt Citation - \$105

If an owner fails to answer the interrogatories as ordered by the court, we will prepare and file all the necessary paperwork to require the owner to appear before the judge to explain why the questions were not answered. Our fee also includes our appearance at court, subsequent appearance if the owner fails to appear initially and review and evaluation of the answers once received from the owner.

Garnishments - \$105 (each)

We will identify entities (usually banks, employers or tenants) which owe or have money of the owner and prepare documentation to be filed with the court to order the entity to release all or a portion of the money they hold for or are obligated to pay the owner to the association. We will arrange for service of the necessary documentation and will monitor for responses.

Payment Plans - \$75-175 (each)

In the event an owner wishes to pay their balance due over time exceeding 6 months, we will charge a fee depending upon the length of the payment plan to prepare the necessary documentation, monitor and process payments and close the file. Unless we are instructed otherwise, we may agree to payment plans of up to 24 months with any homeowner.

Motions - \$100-125

Occasionally, certain motions may be necessary in a case in order to get the court to issue a ruling without further legal action. These will be prepared, filed, monitored and argued before the court, if necessary.

Outbound Phone Calls - \$55

Once we obtain a phone number for an owner, we will make up to 3 outbound calls to an owner to secure payment. All other calls with an owner will be at no charge.

Payoff Calculations - \$100

It is important for your management company or treasurer to confirm all payoff amounts with us prior to issuing status letters or advising owners of balances so that all legal costs and fees can be included. We will also insure that all fees necessary to close or dismiss a file are included. Rush charges do apply.

Monitoring Lender Foreclosure - \$195 (one-time charge)

It is important to monitor lender foreclosure through the sale and redemption period. We obtain periodic ownership and encumbrance reports, if needed, and routinely verify the status of the foreclosure action. We advise you of the association's rights and options throughout the process. Once a sale is completed, we advise the association of the new owner and the association's rights.

Monitoring Bankruptcy - \$180 Chapter 7; \$300 Chapter 13 (one-time charge)

We prepare and file a Proof of Claim, if necessary, monitoring the bankruptcy through discharge. Our services include reviewing the plan (if Chapter 13) to make sure it includes provisions for payment of pre- and post-petition assessments, and checking with the trustee and debtor's attorney to determine if property has been abandoned. If it becomes necessary to file any motion with the court, we charge fixed fees as follows:

Motion to Dismiss: \$395

Motion for Relief from Stay: \$595

Objection to Plan: \$195

All preparation for and appearances in court are charged on an hourly basis.

Assessment Increase Notice - \$200

We prepare notice to the bankruptcy court of any increase in the ongoing debt owed to the association upon receipt of notice from you, including filing a proof of claim and letter to the bankruptcy attorney or debtor.

Public Trustee/Bankruptcy Search - \$30 (each)

Verifying whether a property is in foreclosure or subject to a bankruptcy before filing a lawsuit can save the association hundreds of dollars. So, we will search both the public trustee and bankruptcy records and then advise the association if different action is necessary.

Receiverships (County Court) - \$295 initial, then hourly. Court costs are approximately \$250

We will prepare pleadings and appear in court to obtain appointment of a receiver to collect rents where the property is abandoned or being rented by the owner. Once appointed, we supervise disbursement of the monies collected by the receiver at an hourly rate.

Lien/Judicial Foreclosures (District Court) - Hourly rates apply

We recommend that foreclosure be considered as a viable collection remedy in all problem cases. Our fee is based on the complexity of your circumstances and should reflect the value you will receive from the monetary result of the foreclosure.

Lien Sales - \$500

We list all liens that are potentially available for sale on our website at <https://Altitude.Law/general-topics/liens-for-sale/> at no cost. In the event a lien is sold we collect our fee from the purchaser of the lien. In order to handle quickly, within the legal time limits, we reserve the right to sell liens, without prior approval if the purchase price is equal to or more than the balance due.

Status Report - \$75/month (if not accessed electronically)

We provide online access to each association's collection status report. For more information please contact us. If your association chooses to have us prepare your status report, there will be a monthly fee.

Asset/Person Locations - \$25-100

From time to time we must locate debtors and/or their assets in order to secure payment for you. We will use various databases for which there is a cost to us, to secure possible leads. This information is then reviewed and analyzed to develop the best strategy for quickly and efficiently securing payments.