

**AGENDA  
 COMBINED SPECIAL MEETING  
 OF THE BOARDS OF DIRECTORS OF  
 FITZSIMONS VILLAGE METROPOLITAN DISTRICT NOS. 1-3**

**DATE:** Wednesday, November 15, 2023

**TIME:** 11:00 a.m.

You can attend the meeting in any of the following ways:

- ACCESS:**
1. [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_Mzc5ODMxYmMtNjZjMS00Nzg1LThjZTgtZDJINDM1Nzc3ZWZj%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%229bf4c29b-a9c8-46b4-a6c0-c1ed7cba4824%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_Mzc5ODMxYmMtNjZjMS00Nzg1LThjZTgtZDJINDM1Nzc3ZWZj%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%229bf4c29b-a9c8-46b4-a6c0-c1ed7cba4824%22%7d)

To attend via telephone, dial 720-547-5281 and enter the following additional information: Conference ID 779 207 143#

**Fitzsimons Village Metropolitan District Nos. 1 and 2**

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Suzanne Schlicht	President	May, 2025
Bob Dapper	Secretary	May, 2027
Brittany Havard	Treasurer	May, 2027
VACANT	Assistant Secretary	May, 2025
VACANT	Assistant Secretary	May, 2027

**Fitzsimons Village Metropolitan District No. 3**

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Suzanne Schlicht	President	May, 2025
Brian Ratner	Secretary	May, 2027
Brittanny Havard	Treasurer	May, 2027
VACANT	Assistant Secretary	May, 2025
VACANT	Assistant Secretary	May, 2027

## **I. ADMINISTRATIVE MATTERS**

- A. Call to order and approval of agenda. (District Nos. 1-3)
- B. Present disclosures of potential conflicts of interest. (District Nos. 1-3)
- C. Confirm quorums, location of meeting and posting of meeting notices, designate 24-hour posting location. (District Nos. 1-3)
- D. Public Comment.

Members of the public may express their views to the Board on matters that affect the Districts that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person. (District Nos. 1-3)

- E. Review and consider approval of minutes from the October 11, 2023 regular board meeting (enclosure). (District Nos. 1-3)
- F. Consider adoption of the Resolution No. 2023-11-\_\_ Regarding 2024 Annual Administrative Matters (enclosure). (District Nos. 1-3)

## **II. MANAGER MATTERS**

- A. Bridge Update. (District Nos. 1-3)
- B. Update on Promenade Work. (District Nos. 1-3)
- C. Consider approval of CliftonLarsonAllen LLP Master Services Agreement and statement(s) of work for 2024 (enclosure). (District Nos. 1-3)
- D. Discuss and consider approval of 2024 insurance renewal (enclosure). (District Nos. 1-3)
- E. Discuss and consider worker's compensation insurance for 2024. (District Nos. 1-3)
- F. Consider authorization for renewing membership in the Special District Association for 2024. (District Nos. 1-3)

## **III. FINANCIAL MATTERS**

- A. Approve and/or ratify approval of payment of claims in the amount of \$24,661.77 (enclosure). (District No. 1)
- B. Approve and/or ratify approval of payment of claims in the amount of \$12,416.31 (enclosure). (District No. 3)

- C. Review and consider acceptance of September 30, 2023 Unaudited Financial Statements (to be distributed). (District Nos. 1-3)
- D. Consider approval of Agreement Regarding Operations and Maintenance Fee and Access to District Facilities between District Nos. 1-3 and Fitzsimons Village Master Association, Inc. (enclosure). (District Nos. 1-3)
- E. Conduct Public Hearing to consider amendment of the 2023 Budgets. If necessary, consider adoption of Resolution to Amend the 2023 Budgets (enclosure). (District Nos. 1-3)
- F. Conduct Public Hearing on the proposed 2024 Budgets and consider adoption of Resolution to Adopt the 2024 Budgets and Appropriate Sums of Money and to Set Mill Levies (enclosure). (District Nos. 1-3)
- G. Consider approval of capital expenditures for garage construction and other items (enclosure). (District No. 1)
- H. Consider approval of Requisition No. 22, Requisition No. 23, Requisition No. 24, Requisition No. 25 and Draw Request No. 16 for Pay Apps and other expenses (enclosure). (District No. 3)
- I. Consider approval of the engagement letter with Wipfli to prepare the 2023 Audit (enclosure). (District Nos. 1 & 3)
- J. Consider appointment of District Accountant to prepare application for exemption of 2023 Audit. (District No. 2)

#### **IV. LEGAL MATTERS**

- A. Consider approval of Construction Contract for Pedestrian Bridge between District No. 1 and JHL Constructors LLC (enclosure).

#### **V. OTHER BUSINESS**

#### **VI. ADJOURNMENT**

**The next regular meeting is scheduled for December 13, 2023 at 1:30 p.m. via Microsoft Teams.**

**MINUTES OF A COMBINED REGULAR MEETING OF  
THE BOARDS OF DIRECTORS OF THE  
FITZSIMONS VILLAGE METROPOLITAN DISTRICTS NOS. 1-3  
HELD  
OCTOBER 11, 2023**

A regular meeting of the Boards of Directors of the Fitzsimons Village Metropolitan Districts Nos. 1-3, County of Arapahoe (referred to hereafter as the “Boards”) was convened on Wednesday, October 11, 2023 at 1:30 p.m. The Districts’ Board meeting was held and properly noticed to be held via video enabled web conference. The meeting was open to the public via telephone and videoconference.

**Directors In Attendance Were:**

Suzanne Schlicht, President  
Brittanny Havard, Treasurer  
Bob Dapper, Secretary (MD No.1 and 2)

Director Brain Ratner was absent and excused.

There are two vacancies on each of the Boards.

**Also In Attendance Were:**

Brenden Desmond; Spencer Fane LLP  
Anna Jones and Carrie Beacom; CliftonLarsonAllen LLP (“CLA”)  
Keely Matson: Michael Baker International  
Doug Swain; Corporex Companies

**ADMINISTRATIVE  
MATTERS**

**Call to Order and Agenda:** Director Schlicht called the meeting to order at 1:33 p.m. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Boards approved the combined agenda as presented.

**Disclosure of Potential Conflicts of Interest:** Attorney Desmond 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 Boards were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Boards’ members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors as required by statute. No new conflicts were disclosed.

**Quorums, Location of Meeting and Posting of Meeting Notices:** Quorums were confirmed. It was noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the

means of hosting the meeting be changed by any interested person were received.

**Public Comment:** None.

**Minutes of the September 13, 2023 Special Board Meeting:** Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Boards approved the September 13, 2023 Combined Special Meeting Minutes, as presented.

## **MANAGEMENT MATTERS**

**Bridge Update:** Ms. Matson provided an update to the Boards. New dates were discussed for the bridge's completion.

**Promenade Work:** Mr. Swain provided an update regarding the approval process of the Promenade work to the Boards.

**Increase in Roth Property Maintenance Billing Rates:** Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Boards approved the increase in Roth Property maintenance billing rates.

## **FINANCIAL MATTERS**

**Claims in the amount of \$1,611,407.28 (District No. 1):** Ms. Beacom reviewed the claims with the District No. 1 Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the District No. 1 Board ratified approval of the claims in the amount of \$1,611,407.28.

**Claims in the amount of \$7,149.85 (District No. 3):** Ms. Beacom reviewed the claims with the District No. 3 Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the District No. 3 Board ratified approval of the claims in the amount of \$7,149.85.

**Corporex Development and Construction Management, LLC (“CDCM”) Pay Apps for Garage Construction and Other Pay Apps (District No. 1):** Ms. Beacom reviewed the S.A. Miro, Inc. invoice and the Spencer Fane LLP invoice with the District No.1 Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the District No. 1 Board approved the CDCM Pay Apps for garage construction and other Pay Apps.

Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the District No. 1 Board approved the SA Miro invoice in the amount of \$12,000.00 and the Spencer Fane LLP invoice in the amount of \$572.00.

**Requisition Request No. 19, Requisition No. 20, Requisition No. 21, and Draw Request No. 15 for Pay Apps and Other Expenses (District No. 3):** Ms. Beacom reviewed the Requisitions and Draw Request with the District No. 3 Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the District No. 3 Board approved Requisition Request No. 19 in the amount of \$1,556,962.09, Requisition No. 20 in the amount of \$12,000.00, and Requisition No. 21 in the amount of \$572.00.

Following review, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the District No. 1 Board approved Draw Request No. 15 in the amount of \$15,695,30.09 for pay apps and other expenses.

**LEGAL MATTERS** None.

**DIRECTOR MATTERS** None.

**OTHER BUSINESS** **Date of Budget Hearing:** Following discussion, the Boards determined to cancel the November 8, 2023 meeting and schedule the budget hearing for November 15, 2023 at 11:00 a.m.

**ADJOURNMENT** There being no further business to come before the Boards at this time, upon a motion duly made by Director Schlicht, seconded by Director Havard and, upon vote, unanimously carried, the Boards adjourned the meeting at 1:58 p.m.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting (District Nos. 1 & 2)

By \_\_\_\_\_  
Secretary for the Meeting (District No. 3)

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1  
CONCERNING ANNUAL ADMINISTRATIVE MATTERS  
2024**

WHEREAS, the Board of Directors of the Fitzsimons Village Metropolitan District No. 1 (the “District”) is to perform certain tasks on a recurring basis in the operation of the District;

NOW, THEREFORE, BE IT RESOLVED by the Fitzsimons Village Metropolitan District No. 1 within the City of Aurora, County of Arapahoe, Colorado, as follows:

1. Contact Person. The Board of Directors of the District (the “Board”) directs District Manager to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of the municipality in which the District is located, if applicable, and the Division of Local Government of the name of the Chair of the Board, the contact person located within the District, if available, telephone number, and business address of the District on or before January 15, as required by Section 32-1-104(2), C.R.S. The Board hereby names the District Manager as the contact person within the District. The contact person is authorized, under Section 24-10-109(3)(b), C.R.S., to accept notices of claims against the District as the District’s agent and, if any such claim is received, must promptly notify the President of the Board and the attorney for the District of such receipt.

2. Map. The Board directs District Manager to prepare an accurate map as specified by the Division of Local Government for filing with the Division, the County Assessor, and the County Clerk and Recorder on or before January 1, as required by Section 32-1-306, C.R.S. If there have been no changes to the boundaries of the District since the filing of an accurate map, Legal Counsel may notify the above-mentioned entities in a letter that no changes have been made to the map.

3. Budget. The Board directs District Accountant to submit a proposed budget to the Board by October 15; to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolution and budget message, the certification of mill levies, and any budget amendment(s) needed; to certify the mill levies on or before December 15; and to file the approved budget and amendment(s) with the proper governmental entities in accordance with the Local Government Budget Law of Colorado, Sections 29-1-101 to 29-1-115, C.R.S. If no mill levy is to be certified, such actions may be completed by December 31.

4. Intergovernmental Agreements. If the District receives a written request from the Division of Local Government, the Board directs Legal Counsel to prepare and file within thirty days of such request, an informational listing of all contracts in effect with other political subdivisions, in compliance with Section 29-1-205, C.R.S.

5. Notice to Electors (Transparency Notice). The Board directs that no more than sixty days prior to and not later than January 15, District Manager will prepare and distribute

the Notice to Electors pursuant to and in a matter prescribed by Section 32-1-809, C.R.S. The Board further directs that in compliance with Section 32-1-104(2), C.R.S., the Notice will be filed with the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of the municipality in which the District is located, if applicable, and the Division of Local Government and a copy made available for public inspection at the District's business office.

6. Annual Securities Report. If required, the Board directs the District's Legal Counsel to prepare and file the annual public securities report for nonrated public securities issued by the District (if any), with the Department of Local Affairs on or before March 1, in accordance with Sections 11-58-101 to 11-58-107, C.R.S.

7. Audit/Audit Exemption. The Board directs that an audit of the financial statements be prepared and submitted to the Board before June 30 and further directs that the Audit be filed with the State Auditor by July 31, as required by Section 29-1-606, C.R.S. In the event that the timetable will not be met, the auditor and the District Accountant are directed to request extensions of time to file the audit as needed. If neither the revenues nor the expenditures for the past year exceed \$100,000, then the Board directs that a short form application for exemption from audit shall be prepared. If either revenues or expenditures are greater than \$100,000 but are less than or equal to \$750,000, then the Board directs that a long form application for exemption from audit shall be prepared. The short form or long form application shall be submitted to the Board and then filed with the State Auditor by March 31, as required by Section 29-1-604, C.R.S.

8. Unclaimed Property. The Board directs Legal Counsel to prepare the Unclaimed Property Act report and forward it to the State Treasurer by November 1 if there is District property presumed abandoned and subject to custody as unclaimed property, in accordance with Section 38-13-110, C.R.S.

9. Public Records. The Board designates the Board Secretary as the official custodian of public records as such term is used in Section 24-72-202, C.R.S., with the functions thereof hereby delegated to District Manager as the custodian as defined in 24-72-202(1.1), C.R.S. The custodian is authorized to develop such procedures as may be reasonably required for the protection and retention of such records. On behalf of the District, the custodian may charge the maximum fees allowed by law for copies, research and retrieval, development of privilege log, and such other services as are authorized by law. Any cost associated with any research and retrieval of public records is outlined in the Resolution Adopting Policies and Fee Schedule for the Handling of Record Requests Under the Colorado Open Records Act.

10. CORA Policy. Pursuant to Colorado Open Records Act, Section 24-72-205, C.R.S. ("CORA"), the Board has adopted a policy concerning research and retrieval fees for public records. The Board directs District Manager to update the District's Notice to Electors (Transparency Notice) with the District's CORA policy information as required by the statute.



11. Data Privacy Policy. Pursuant to Sections 24-73-101, *et seq.*, C.R.S., the Board has previously adopted a written policy for the destruction of documents containing personal identifying information, for implementing reasonable security procedures and practices to protect personal identifying information, and for notifying Colorado residents of a security breach or possible security breach.

12. E-mail Policy. Pursuant to Section 24-72-204.5, C.R.S., the Board hereby adopts a written policy that District management may monitor electronic mail communications at any time, with or without cause, and further states that correspondence of any employee in the form of electronic mail may be a public record under the public records law and may be subject to public inspection under Section 24-72-203, C.R.S.

The Board further directs that when and if the District has employees, the following electronic mail policy will be in effect:

A. All employees of the District may have access to the District's electronic mail communications system, which access may include utilization of a District-assigned email address for use in both internal and external email communications.

B. Employees cannot expect a right of privacy in their use of the District's electronic communications system.

C. Employees understand, acknowledge and agree that all communications in the form of electronic mail may be considered a public record pursuant to CORA and may be subject to public inspection pursuant to C.R.S. Section 24-72-203 of CORA.

D. The District reserves the right to monitor an employee's electronic mail communication(s) including, but not limited to, circumstances where the District, in its sole discretion, reasonably believes that such communication(s) may be considered a public record pursuant to C.R.S. § 24-72-203 of CORA.

13. Fair Campaign Practices Act – Gifts and Honoraria. The Board is reminded that in accordance with the Fair Campaign Practices Act, each Board member is required to report to, and in a manner prescribed by, the Secretary of State certain items received in connection with their service, such report to be filed on or before January 15, April 15, July 15, and October 15 of each year, as required by Sections 1-45-109 and 24-6-203, C.R.S. No report needs to be filed unless a director receives \$53 or more in cash or loans, or real or personal property having a value of \$53 or more. Further, the Board is reminded that in accordance with Section 24-6-203, C.R.S., if a Board member receives annual compensation from the District of more than \$2,400, then the Board member is required to file a quarterly report in the prescribed manner with the Secretary of State.

14. Newspaper. The Board designates the *Aurora Sentinel* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in the aforementioned newspaper, in accordance with Section 32-1-103(15), C.R.S. If publication in such

newspaper is impossible or impracticable, then any legal newspaper published in the county may be used as an alternative.

15. Director Compensation. The Board of Directors of the District determines that each director shall not receive compensation for services as directors.

16. Director Qualification. Pursuant to Section 32-1-901, C.R.S., the District determines that each present and future member of the Board shall have in the District files, with annual confirmation thereof by the District's custodian of public records, a complete and executed Certificate of Appointment (if the director is appointed), current Oath of Office and applicable Surety Bond, and that copies of each be submitted to the Division of Local Government and the District Court as necessary and as may be requested.

17. Officers. The District has elected, in accordance with Section 32-1-902, C.R.S., the following officers for the District:

<b>Name</b>	<b>Title</b>
Suzanne Schlicht	President
Brittanny Hovard	Treasurer
Bob Dapper	Secretary
Vacant	Assistant Secretary
Vacant	Assistant Secretary

Unless the District acts to elect new officers, or an officer resigns his or her office, such officers shall serve indefinitely.

18. Director Indemnification. The Board of Directors of the District extends the current indemnification resolution to allow the resolution to continue in effect as written. In the event an indemnification resolution is not in effect, then the approval of this administrative matters resolution shall be deemed to authorize indemnification of the directors of the District when acting in good faith within the scope of their duties and in the best interests of the District, to the fullest extent allowed by law.

19. Designated Posting Location for the Posting of Meeting Notices. Pursuant to Sections 24-6-402(2)(c)(I) and 32-1-903, C.R.S., the Board of Directors of the District has adopted a Resolution Concerning Online Notice of Public Meetings, which authorizes the Board to post notices of its public meetings, including specific agenda information, on the following public website: <https://www.fitzsimonsvillagemd1-3.org> no less than twenty-four hours prior to the holding of the meeting. In the event the District is unable to post a notice online in exigent or emergency circumstances, such as a power outage or an interruption in internet service that prevents the public from accessing the notice online, in accordance with Section 24-6-402(2)(c)(III), C.R.S., the Board designates the following location within the District's boundaries as the official designated posting place for the posting of meeting agendas no less than twenty-four hours prior to the meeting: Director's Parcel located at the Southeast corner of the property line and 1st Bank.

20. Meetings. Consistent with the provisions of Section 32-1-903, C.R.S., as amended, the District may hold meetings of the Board at a physical location or by telephonic, electronic, or virtual means, or a combination of the foregoing. The meeting notice of all meetings of the Board that are held telephonically, electronically, or by other means not including physical presence shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

The Board determines to hold regular meetings on the second Wednesday of each month at 1:30 p.m. via teleconference; provided, the Board may, from time to time, determine to hold any meeting at a physical location or by telephonic, electronic, or virtual means, or a combination of the foregoing, in its discretion as an administrative matter without the need for amending this resolution.

In addition, regular and special meeting notices shall be posted as identified above in accordance with Section 24-6-402(2)(c), C.R.S. The Board directs the District Manager to prepare notices for posting in accordance with Section 32-1-903, C.R.S. Legal Counsel shall revise the notices when the Board intends to make a final determination to issue or refund general obligation indebtedness, to consolidate the District, to dissolve the District, to file a plan for adjustment of debt under federal bankruptcy law, to enter into a private contract with a director, or not to make a scheduled bond payment.

21. Annual Meeting. Consistent with Section 32-1-903(6)(a), C.R.S., the District shall hold an annual meeting each calendar year. Each annual meeting shall comply with the following:

- A. The meeting shall be held in person, virtually, or in person and virtually. An annual meeting that is held solely in person must be held at a physical location that is within the boundaries of the district, within the boundaries of any county in which the district is located, in whole or in part, or within any other county so long as the physical location does not exceed five miles from the District's boundaries.
- B. Notice of the time and location of the annual meeting must be provided as required for all District Board meetings and must be posted on the District's website.
- C. The Board shall not take any official action at the annual meeting.
- D. The annual meeting shall include, at a minimum: (1) a presentation regarding the status of the public infrastructure projects within the District and outstanding bonds, if any; (2) a review of the District's unaudited financial statements showing the year-to-date revenue and expenditures of the District in relation to its adopted budget, as amended if applicable, for that calendar year; and (3) an opportunity for members of the public to ask questions about the District.

The Board may, in its discretion, hold a special or regular meeting immediately after conclusion of the annual meeting.

22. Elections. Robin A. Navant of Spencer Fane LLP is hereby appointed as the “Designated Election Official” of the Board for any elections to be held by the District unless another Designated Election Official is appointed by resolution of the Board. In accordance with Section 1-1-111(2), C.R.S., 13.5 of Title 1, C.R.S., or applicable law, the Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official and that the election shall be held and conducted in accordance with the Local Government Election Code, applicable portions of the Uniform Election Code of 1992, as amended and supplemented by Const. Colo. Art. X, Sec 20, the Current Rules and Regulations Governing Election Procedures of the Secretary of State of the State of Colorado, and Title 32, Article 1, Part 8, Colorado Revised Statutes, and other relevant Colorado and federal law. Further, the Board directs the Designated Election Official to notify the Division of Local Government of the results of any election held by the District, including business address, telephone number and the contact person; and to certify the results of any election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of a municipality, in accordance with Sections 1-11-103, 32-1-104(1), and 32-1-1101.5, C.R.S.

23. Elections; Call for Nominations. The District was formed on July 6, 2006. The call for nominations required by Section 1-13.5-501 shall be made by:

A. Emailing the notice to each active registered elector of the District as specified in the registration list provided by the County Clerk and Recorder as of the date that is one hundred fifty days prior to the date of the regular election; where the active registered elector does not have an e-mail address on file for such purpose with the County Clerk and Recorder as of the date that is not later than one hundred fifty days prior to the date of the regular election, by mailing the notice, at the lowest cost option, to each address at which one or more active registered electors of the District resides as specified in the registration list provided by the County Clerk and Recorder as of the date that is one hundred fifty days prior to the date of the regular election; and

B. select only one of the following:

publication.

posting the information on the official website of the District.

provided the District has fewer than one thousand eligible electors and is wholly located within a county the population of which is less than thirty thousand people, posting the notice in at least three public places within the territorial boundaries of the District and, in addition, posting a notice in the office of the Clerk and Recorder of the County in which the District is located; any such notices must remain posted until the day after the call for nominations closes.

24. Independent Mail Ballot Elections. The Board deems it expedient for the convenience of the electors that all regular and special elections of the District shall be conducted as an independent mail ballot election in accordance with Section 1-13.5-1101, C.R.S., unless a polling place election is deemed necessary and expressed in a separate election resolution.

25. Notice of Indebtedness. In accordance with C.R.S. Sections 32-1-1604 and 1101.5(1), the Board directs District's Legal Counsel to issue notice of indebtedness to the Board of County Commissioners and to record such notice with the County Clerk and Recorder within 30 days of incurring or authorizing of any indebtedness.

26. Quinquennial Findings. If requested, the Board directs District's Legal Counsel to prepare and file with the Board of County Commissioners the quinquennial finding of reasonable diligence, in accordance with Sections 32-1-1101.5(1.5) and (2), C.R.S.

27. Annual Report. If requested or required, the Board directs the District Manager to prepare and file the special district annual report, in accordance with Section 32-1-207(3)(c), C.R.S.

The District shall prepare and file (not more than once a year) an annual report for the preceding year on or before October 1<sup>st</sup> of each year (unless the requirement is waived or otherwise requested by an earlier date by the board of county commissioners or by the governing body of the municipality in which the District is wholly or partially located, commencing in 2023 for the 2022 calendar year, the annual report must be provided by October 1 of each year).

The annual report must be electronically filed with (1) the governing body that approved the District's service plan or, if the jurisdiction has changed due to annexation into a municipality, the current governing body with jurisdiction over the District, (2) the Division of Local Government, (3) the State Auditor, and (4) the County Clerk and Recorder for public inspection, and a copy of the report must be made available by the District on the District's website pursuant to section 32-1-104.5 (3), C.R.S.

The report must include, as applicable for the reporting year, but shall not be limited to:

- A. boundary changes made;
- B. intergovernmental agreements entered into or terminated with other governmental entities;
- C. access information to obtain a copy of rules and regulations adopted by the Board;
- D. a summary of litigation involving public improvements owned by the District;
- E. the status of the construction of public improvements by the District;

- F. a list of facilities or improvements constructed by the District that were conveyed or dedicated to the county or municipality;
- G. the final assessed valuation of the special district as of December 31 of the reporting year;
- H. a copy of the current year's budget;
- I. a copy of the audited financial statements, if required by the "Colorado Local Government Audit Law", Part 6 of Article 1 of Title 29, or the application for exemption from audit, as applicable;
- J. notice of any uncured defaults existing for more than ninety days under any debt instrument of the District; and,
- K. any inability of the District to pay its obligations as they come due under any obligation which continues beyond a ninety-day period.

28. Disclosure of Potential Conflict of Interest. The Board has determined that Legal Counsel may file general conflict of interest disclosure forms, if any, provided by the directors with the Secretary of State each year, which forms may be updated on an annual basis through information the directors give to Legal Counsel. If a specific conflict arises regarding a certain transaction of the Board, the director is required to notify Legal Counsel at least five days prior to the date of the meeting so that the transactional disclosure form may be filed in a timely manner, in accordance with Sections 32-1-902(3) and 18-8-308, C.R.S. Additionally, at the beginning of every term, Legal Counsel may request that each Board member submit information regarding actual or potential conflicts of interest.

29. Special District Association. The District is currently a member of the Special District Association ("SDA"), the Board directs its District Accountant to pay the annual SDA membership dues in a timely manner.

30. Insurance. The Board directs the District Manager to at least biannually review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained.

31. Promissory Notes. The District has no outstanding promissory note(s).

32. Outstanding General Obligation Indebtedness. The District has the following outstanding general obligation bonds or multiple fiscal year financial obligations: Series 2020A Limited Tax General Obligation and Special Revenue Refunding Bonds and Series 2020B Subordinate Limited Tax General Obligation and Special Revenue Refunding Bonds.

33. Continuing Disclosure. The District Accountant shall provide continuing disclosure service if and as applicable to the bonds and other financial obligations of the District.

34. Workers' Compensation. Pursuant to Section 8-40-202(1)(a)(I)(B), C.R.S., the elected and appointed officials of the District shall be deemed to be an employee within the meaning of Section 8-40-202(1)(a), C.R.S. The Board directs the District Accountant to pay the annual workers' compensation premium on behalf of the District in a timely manner.

35. PDPA. Pursuant to the provisions of the Colorado Public Deposit Protection Act, Section 11-10.5-101, et seq., C.R.S., the Board appoints the Treasurer as the official custodian of public deposits.

36. Water or Sewer Rates. The Board directs that any Board action to fix or increase fees, rates, tolls, penalties or charges for domestic water or sanitary sewer service rates will be taken after consideration at a public meeting. Such public meeting will be held at least thirty days after providing notice to the customers receiving the water or sewer services from the District. Notice will be made pursuant to and in a matter prescribed by Section 32-1-1001(2)(a), C.R.S.

37. Inclusions/Exclusions of Property. The Board directs District's Legal Counsel to handle all procedures required under the Colorado state statutes regarding the inclusion and exclusion of property into and out of the District's boundaries.

38. Public Disclosure Statement. Pursuant to Section 32-1-104.8, C.R.S., the Board directs District's Legal Counsel to prepare and record a special district public disclosure document, including a map showing the boundaries of the District, with the County Clerk and Recorder at the same time as any subsequent order or decree approving an inclusion of property into the District.

39. Underground and Aboveground Storage Tanks. If applicable, the Board directs District's Legal Counsel to register and renew annually all underground and/or aboveground storage tanks with the state inspector of oils.

40. Underground Facility Locating. If applicable, the Board directs District's Legal Counsel to provide accurate information regarding the boundaries of the District's service area, the type of underground facility(ies) that may be encountered within such service area, and the name, address and telephone number of a person who shall be the designated contact person for the information regarding the District's underground facilities, along with information concerning underground facilities that the District owns or operates which are not located within the designated service area to the Utility Notification Center of Colorado. The Board further authorizes the District to maintain its membership in the notification association as a "Tier 1" member, if applicable.

41. Recording of Conveyances of Real Property to the District. Pursuant to Section 38-35-109.5(2), C.R.S., District's Legal Counsel is designated as an appropriate official to record conveyances of real property to the District within thirty days of such conveyance.

42. Ratification of Past Actions. The Board members have reviewed the minutes of every meeting of the Board conducted in 2023, and the Board, being fully advised of the premises, hereby ratifies and affirms each and every action of the Board taken in 2023.

43. Emergency Liaison Officer. The Board designates the President of the District, in his/her capacity as elected official for the District, as the Emergency Liaison Officer responsible for facilitating the cooperation and protection of the District in the work of disaster prevention, preparedness, response, and recovery with the Colorado Office of Emergency Management and any local disaster agencies. The Emergency Liaison Officer shall have the authority to designate such agents as (s)he shall determine appropriate to perform any and all acts necessary to facilitate the responsibilities of the Emergency Liaison Officer.

44. Execution of District Documents By Electronic Methods. Where necessary, convenient and permissible by law, the Board authorizes the execution of District documents on behalf of the Board through electronic methods such as DocuSign, electronic PDF, or similar means and in multiple counterparts, all of which shall constitute single, valid documents of the Board as if signed in paper format.

45. Official District Website. If requested or required, the Board directs District Manager to establish and maintain an official District website.

Within one year of the date of the order and decree forming the District, or by January 1, 2023 (if the District was formed prior to January 1, 2022) the District shall establish, maintain, and, unless otherwise specified, annually update an official website in a form that is readily accessible to the public that contains the following information:

- A. the names, terms, and contact information for the current directors of the Board of the District and of the manager of the District, if applicable;
- B. the current fiscal year budget of the District and, within thirty days of adoption by the Board of the District, any amendments to the budget;
- C. the prior year's audited financial statements of the District, if applicable, or an application for exemption from an audit prepared in accordance with the "Colorado Local Government Audit Law", Part 6 of Article 1 of Title 29, C.R.S., within thirty days of the filing of the application with the State Auditor;
- D. the annual report of the District in accordance with section 32-1-207 (3)(c), C.R.S.;



E. by January 30 of each year, the date, time, and location of scheduled regular meetings of the District's Board for the current fiscal year;

F. if required by Section 1-13.5-501(1.5), C.R.S., by no later than seventy-five days prior to a regular election for an election at which members of a Board of Directors for the District will be considered, the call for nominations pursuant to Section 1-13.5-501(1);

G. not more than thirty days after an election, certified election results for an election conducted within the current fiscal year;

H. a current map depicting the boundaries of the District as of January 1 of the current fiscal year; and

I. any other information deemed appropriate by the Board of Directors of the District.

46. Dates Herein. All dates set forth in this Resolution shall be in 2024 unless otherwise specified.

47. Automatic Renewal. This Resolution shall be deemed renewed each year until terminated or a new resolution is adopted.

*[Remainder of Page Intentionally Left Blank]*

Adopted and approved this 15<sup>th</sup> day of November, 2023.

FITZSIMONS VILLAGE METROPOLITAN  
DISTRICT NO. 1

By: \_\_\_\_\_  
President

ATTEST:

By: \_\_\_\_\_  
Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2  
CONCERNING ANNUAL ADMINISTRATIVE MATTERS  
2024**

WHEREAS, the Board of Directors of the Fitzsimons Village Metropolitan District No. 2 (the “District”) is to perform certain tasks on a recurring basis in the operation of the District;

NOW, THEREFORE, BE IT RESOLVED by the Fitzsimons Village Metropolitan District No. 2 within the City of Aurora, County of Arapahoe, Colorado, as follows:

1. Contact Person. The Board of Directors of the District (the “Board”) directs District Manager to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of the municipality in which the District is located, if applicable, and the Division of Local Government of the name of the Chair of the Board, the contact person located within the District, if available, telephone number, and business address of the District on or before January 15, as required by Section 32-1-104(2), C.R.S. The Board hereby names the District Manager as the contact person within the District. The contact person is authorized, under Section 24-10-109(3)(b), C.R.S., to accept notices of claims against the District as the District’s agent and, if any such claim is received, must promptly notify the President of the Board and the attorney for the District of such receipt.

2. Map. The Board directs District Manager to prepare an accurate map as specified by the Division of Local Government for filing with the Division, the County Assessor, and the County Clerk and Recorder on or before January 1, as required by Section 32-1-306, C.R.S. If there have been no changes to the boundaries of the District since the filing of an accurate map, Legal Counsel may notify the above-mentioned entities in a letter that no changes have been made to the map.

3. Budget. The Board directs District Accountant to submit a proposed budget to the Board by October 15; to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolution and budget message, the certification of mill levies, and any budget amendment(s) needed; to certify the mill levies on or before December 15; and to file the approved budget and amendment(s) with the proper governmental entities in accordance with the Local Government Budget Law of Colorado, Sections 29-1-101 to 29-1-115, C.R.S. If no mill levy is to be certified, such actions may be completed by December 31.

4. Intergovernmental Agreements. If the District receives a written request from the Division of Local Government, the Board directs Legal Counsel to prepare and file within thirty days of such request, an informational listing of all contracts in effect with other political subdivisions, in compliance with Section 29-1-205, C.R.S.

5. Notice to Electors (Transparency Notice). The Board directs that no more than sixty days prior to and not later than January 15, District Manager will prepare and distribute

the Notice to Electors pursuant to and in a matter prescribed by Section 32-1-809, C.R.S. The Board further directs that in compliance with Section 32-1-104(2), C.R.S., the Notice will be filed with the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of the municipality in which the District is located, if applicable, and the Division of Local Government and a copy made available for public inspection at the District's business office.

6. Annual Securities Report. If required, the Board directs the District's Legal Counsel to prepare and file the annual public securities report for nonrated public securities issued by the District (if any), with the Department of Local Affairs on or before March 1, in accordance with Sections 11-58-101 to 11-58-107, C.R.S.

7. Audit/Audit Exemption. The Board directs that an audit of the financial statements be prepared and submitted to the Board before June 30 and further directs that the Audit be filed with the State Auditor by July 31, as required by Section 29-1-606, C.R.S. In the event that the timetable will not be met, the auditor and the District Accountant are directed to request extensions of time to file the audit as needed. If neither the revenues nor the expenditures for the past year exceed \$100,000, then the Board directs that a short form application for exemption from audit shall be prepared. If either revenues or expenditures are greater than \$100,000 but are less than or equal to \$750,000, then the Board directs that a long form application for exemption from audit shall be prepared. The short form or long form application shall be submitted to the Board and then filed with the State Auditor by March 31, as required by Section 29-1-604, C.R.S.

8. Unclaimed Property. The Board directs Legal Counsel to prepare the Unclaimed Property Act report and forward it to the State Treasurer by November 1 if there is District property presumed abandoned and subject to custody as unclaimed property, in accordance with Section 38-13-110, C.R.S.

9. Public Records. The Board designates the Board Secretary as the official custodian of public records as such term is used in Section 24-72-202, C.R.S., with the functions thereof hereby delegated to District Manager as the custodian as defined in 24-72-202(1.1), C.R.S. The custodian is authorized to develop such procedures as may be reasonably required for the protection and retention of such records. On behalf of the District, the custodian may charge the maximum fees allowed by law for copies, research and retrieval, development of privilege log, and such other services as are authorized by law. Any cost associated with any research and retrieval of public records is outlined in the Resolution Adopting Policies and Fee Schedule for the Handling of Record Requests Under the Colorado Open Records Act.

10. CORA Policy. Pursuant to Colorado Open Records Act, Section 24-72-205, C.R.S. ("CORA"), the Board has adopted a policy concerning research and retrieval fees for public records. The Board directs District Manager to update the District's Notice to Electors (Transparency Notice) with the District's CORA policy information as required by the statute.

11. Data Privacy Policy. Pursuant to Sections 24-73-101, *et seq.*, C.R.S., the Board has previously adopted a written policy for the destruction of documents containing personal identifying information, for implementing reasonable security procedures and practices to protect personal identifying information, and for notifying Colorado residents of a security breach or possible security breach.

12. E-mail Policy. Pursuant to Section 24-72-204.5, C.R.S., the Board hereby adopts a written policy that District management may monitor electronic mail communications at any time, with or without cause, and further states that correspondence of any employee in the form of electronic mail may be a public record under the public records law and may be subject to public inspection under Section 24-72-203, C.R.S.

The Board further directs that when and if the District has employees, the following electronic mail policy will be in effect:

A. All employees of the District may have access to the District's electronic mail communications system, which access may include utilization of a District-assigned email address for use in both internal and external email communications.

B. Employees cannot expect a right of privacy in their use of the District's electronic communications system.

C. Employees understand, acknowledge and agree that all communications in the form of electronic mail may be considered a public record pursuant to CORA and may be subject to public inspection pursuant to C.R.S. Section 24-72-203 of CORA.

D. The District reserves the right to monitor an employee's electronic mail communication(s) including, but not limited to, circumstances where the District, in its sole discretion, reasonably believes that such communication(s) may be considered a public record pursuant to C.R.S. § 24-72-203 of CORA.

13. Fair Campaign Practices Act – Gifts and Honoraria. The Board is reminded that in accordance with the Fair Campaign Practices Act, each Board member is required to report to, and in a manner prescribed by, the Secretary of State certain items received in connection with their service, such report to be filed on or before January 15, April 15, July 15, and October 15 of each year, as required by Sections 1-45-109 and 24-6-203, C.R.S. No report needs to be filed unless a director receives \$53 or more in cash or loans, or real or personal property having a value of \$53 or more. Further, the Board is reminded that in accordance with Section 24-6-203, C.R.S., if a Board member receives annual compensation from the District of more than \$2,400, then the Board member is required to file a quarterly report in the prescribed manner with the Secretary of State.

14. Newspaper. The Board designates the *Aurora Sentinel* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in the aforementioned newspaper, in accordance with Section 32-1-103(15), C.R.S. If publication in such

newspaper is impossible or impracticable, then any legal newspaper published in the county may be used as an alternative.

15. Director Compensation. The Board of Directors of the District determines that each director shall not receive compensation for services as directors.

16. Director Qualification. Pursuant to Section 32-1-901, C.R.S., the District determines that each present and future member of the Board shall have in the District files, with annual confirmation thereof by the District's custodian of public records, a complete and executed Certificate of Appointment (if the director is appointed), current Oath of Office and applicable Surety Bond, and that copies of each be submitted to the Division of Local Government and the District Court as necessary and as may be requested.

17. Officers. The District has elected, in accordance with Section 32-1-902, C.R.S., the following officers for the District:

<b>Name</b>	<b>Title</b>
Suzanne Schlicht	President
Brittanny Hovard	Treasurer
Bob Dapper	Secretary
Vacant	Assistant Secretary
Vacant	Assistant Secretary

Unless the District acts to elect new officers, or an officer resigns his or her office, such officers shall serve indefinitely.

18. Director Indemnification. The Board of Directors of the District extends the current indemnification resolution to allow the resolution to continue in effect as written. In the event an indemnification resolution is not in effect, then the approval of this administrative matters resolution shall be deemed to authorize indemnification of the directors of the District when acting in good faith within the scope of their duties and in the best interests of the District, to the fullest extent allowed by law.

19. Designated Posting Location for the Posting of Meeting Notices. Pursuant to Sections 24-6-402(2)(c)(I) and 32-1-903, C.R.S., the Board of Directors of the District has adopted a Resolution Concerning Online Notice of Public Meetings, which authorizes the Board to post notices of its public meetings, including specific agenda information, on the following public website: <https://www.fitzsimonsvillagemd1-3.org> no less than twenty-four hours prior to the holding of the meeting. In the event the District is unable to post a notice online in exigent or emergency circumstances, such as a power outage or an interruption in internet service that prevents the public from accessing the notice online, in accordance with Section 24-6-402(2)(c)(III), C.R.S., the Board designates the following location within the District's boundaries as the official designated posting place for the posting of meeting agendas no less than twenty-four hours prior to the meeting: Director's Parcel located at the Southeast corner of the property line and 1st Bank.

20. Meetings. Consistent with the provisions of Section 32-1-903, C.R.S., as amended, the District may hold meetings of the Board at a physical location or by telephonic, electronic, or virtual means, or a combination of the foregoing. The meeting notice of all meetings of the Board that are held telephonically, electronically, or by other means not including physical presence shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

The Board determines to hold regular meetings on the second Wednesday of each month at 1:30 p.m. via teleconference; provided, the Board may, from time to time, determine to hold any meeting at a physical location or by telephonic, electronic, or virtual means, or a combination of the foregoing, in its discretion as an administrative matter without the need for amending this resolution.

In addition, regular and special meeting notices shall be posted as identified above in accordance with Section 24-6-402(2)(c), C.R.S. The Board directs the District Manager to prepare notices for posting in accordance with Section 32-1-903, C.R.S. Legal Counsel shall revise the notices when the Board intends to make a final determination to issue or refund general obligation indebtedness, to consolidate the District, to dissolve the District, to file a plan for adjustment of debt under federal bankruptcy law, to enter into a private contract with a director, or not to make a scheduled bond payment.

21. Annual Meeting. Consistent with Section 32-1-903(6)(a), C.R.S., the District shall hold an annual meeting each calendar year. Each annual meeting shall comply with the following:

- A. The meeting shall be held in person, virtually, or in person and virtually. An annual meeting that is held solely in person must be held at a physical location that is within the boundaries of the district, within the boundaries of any county in which the district is located, in whole or in part, or within any other county so long as the physical location does not exceed five miles from the District's boundaries.
- B. Notice of the time and location of the annual meeting must be provided as required for all District Board meetings and must be posted on the District's website.
- C. The Board shall not take any official action at the annual meeting.
- D. The annual meeting shall include, at a minimum: (1) a presentation regarding the status of the public infrastructure projects within the District and outstanding bonds, if any; (2) a review of the District's unaudited financial statements showing the year-to-date revenue and expenditures of the District in relation to its adopted budget, as amended if applicable, for that calendar year; and (3) an opportunity for members of the public to ask questions about the District.

The Board may, in its discretion, hold a special or regular meeting immediately after conclusion of the annual meeting.

22. Elections. Robin A. Navant of Spencer Fane LLP is hereby appointed as the “Designated Election Official” of the Board for any elections to be held by the District unless another Designated Election Official is appointed by resolution of the Board. In accordance with Section 1-1-111(2), C.R.S., 13.5 of Title 1, C.R.S., or applicable law, the Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official and that the election shall be held and conducted in accordance with the Local Government Election Code, applicable portions of the Uniform Election Code of 1992, as amended and supplemented by Const. Colo. Art. X, Sec 20, the Current Rules and Regulations Governing Election Procedures of the Secretary of State of the State of Colorado, and Title 32, Article 1, Part 8, Colorado Revised Statutes, and other relevant Colorado and federal law. Further, the Board directs the Designated Election Official to notify the Division of Local Government of the results of any election held by the District, including business address, telephone number and the contact person; and to certify the results of any election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of a municipality, in accordance with Sections 1-11-103, 32-1-104(1), and 32-1-1101.5, C.R.S.

23. Elections; Call for Nominations. The District was formed on July 20, 2006. The call for nominations required by Section 1-13.5-501 shall be made by:

A. Emailing the notice to each active registered elector of the District as specified in the registration list provided by the County Clerk and Recorder as of the date that is one hundred fifty days prior to the date of the regular election; where the active registered elector does not have an e-mail address on file for such purpose with the County Clerk and Recorder as of the date that is not later than one hundred fifty days prior to the date of the regular election, by mailing the notice, at the lowest cost option, to each address at which one or more active registered electors of the District resides as specified in the registration list provided by the County Clerk and Recorder as of the date that is one hundred fifty days prior to the date of the regular election; and

B. select only one of the following:

publication.

posting the information on the official website of the District.

provided the District has fewer than one thousand eligible electors and is wholly located within a county the population of which is less than thirty thousand people, posting the notice in at least three public places within the territorial boundaries of the District and, in addition, posting a notice in the office of the Clerk and Recorder of the County in which the District is located; any such notices must remain posted until the day after the call for nominations closes.



24. Independent Mail Ballot Elections. The Board deems it expedient for the convenience of the electors that all regular and special elections of the District shall be conducted as an independent mail ballot election in accordance with Section 1-13.5-1101, C.R.S., unless a polling place election is deemed necessary and expressed in a separate election resolution.

25. Notice of Indebtedness. In accordance with C.R.S. Sections 32-1-1604 and 1101.5(1), the Board directs District's Legal Counsel to issue notice of indebtedness to the Board of County Commissioners and to record such notice with the County Clerk and Recorder within 30 days of incurring or authorizing of any indebtedness.

26. Quinquennial Findings. If requested, the Board directs District's Legal Counsel to prepare and file with the Board of County Commissioners the quinquennial finding of reasonable diligence, in accordance with Sections 32-1-1101.5(1.5) and (2), C.R.S.

27. Annual Report. If requested or required, the Board directs the District Manager to prepare and file the special district annual report, in accordance with Section 32-1-207(3)(c), C.R.S.

The District shall prepare and file (not more than once a year) an annual report for the preceding year on or before October 1<sup>st</sup> of each year (unless the requirement is waived or otherwise requested by an earlier date by the board of county commissioners or by the governing body of the municipality in which the District is wholly or partially located, commencing in 2023 for the 2022 calendar year, the annual report must be provided by October 1 of each year).

The annual report must be electronically filed with (1) the governing body that approved the District's service plan or, if the jurisdiction has changed due to annexation into a municipality, the current governing body with jurisdiction over the District, (2) the Division of Local Government, (3) the State Auditor, and (4) the County Clerk and Recorder for public inspection, and a copy of the report must be made available by the District on the District's website pursuant to section 32-1-104.5 (3), C.R.S.

The report must include, as applicable for the reporting year, but shall not be limited to:

- A. boundary changes made;
- B. intergovernmental agreements entered into or terminated with other governmental entities;
- C. access information to obtain a copy of rules and regulations adopted by the Board;
- D. a summary of litigation involving public improvements owned by the District;
- E. the status of the construction of public improvements by the District;

- F. a list of facilities or improvements constructed by the District that were conveyed or dedicated to the county or municipality;
- G. the final assessed valuation of the special district as of December 31 of the reporting year;
- H. a copy of the current year's budget;
- I. a copy of the audited financial statements, if required by the "Colorado Local Government Audit Law", Part 6 of Article 1 of Title 29, or the application for exemption from audit, as applicable;
- J. notice of any uncured defaults existing for more than ninety days under any debt instrument of the District; and,
- K. any inability of the District to pay its obligations as they come due under any obligation which continues beyond a ninety-day period.

28. Disclosure of Potential Conflict of Interest. The Board has determined that Legal Counsel may file general conflict of interest disclosure forms, if any, provided by the directors with the Secretary of State each year, which forms may be updated on an annual basis through information the directors give to Legal Counsel. If a specific conflict arises regarding a certain transaction of the Board, the director is required to notify Legal Counsel at least five days prior to the date of the meeting so that the transactional disclosure form may be filed in a timely manner, in accordance with Sections 32-1-902(3) and 18-8-308, C.R.S. Additionally, at the beginning of every term, Legal Counsel may request that each Board member submit information regarding actual or potential conflicts of interest.

29. Special District Association. The District is currently a member of the Special District Association ("SDA"), the Board directs its District Accountant to pay the annual SDA membership dues in a timely manner.

30. Insurance. The Board directs the District Manager to at least biannually review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained.

31. Promissory Notes. The District has no outstanding promissory note(s).

32. Outstanding General Obligation Indebtedness. The District has the following outstanding general obligation bonds or multiple fiscal year financial obligations: Pledge Revenues to District No. 1 to pay bonds issued to finance construction of public improvements within the District and regional improvements within the City of Aurora.

33. Continuing Disclosure. The District Accountant shall provide continuing disclosure service if and as applicable to the bonds and other financial obligations of the District.

34. Workers' Compensation. Pursuant to Section 8-40-202(1)(a)(I)(B), C.R.S., the elected and appointed officials of the District shall be deemed to be an employee within the meaning of Section 8-40-202(1)(a), C.R.S. The Board directs the District Accountant to pay the annual workers' compensation premium on behalf of the District in a timely manner.

35. PDPA. Pursuant to the provisions of the Colorado Public Deposit Protection Act, Section 11-10.5-101, et seq., C.R.S., the Board appoints the Treasurer as the official custodian of public deposits.

36. Water or Sewer Rates. The Board directs that any Board action to fix or increase fees, rates, tolls, penalties or charges for domestic water or sanitary sewer service rates will be taken after consideration at a public meeting. Such public meeting will be held at least thirty days after providing notice to the customers receiving the water or sewer services from the District. Notice will be made pursuant to and in a matter prescribed by Section 32-1-1001(2)(a), C.R.S.

37. Inclusions/Exclusions of Property. The Board directs District's Legal Counsel to handle all procedures required under the Colorado state statutes regarding the inclusion and exclusion of property into and out of the District's boundaries.

38. Public Disclosure Statement. Pursuant to Section 32-1-104.8, C.R.S., the Board directs District's Legal Counsel to prepare and record a special district public disclosure document, including a map showing the boundaries of the District, with the County Clerk and Recorder at the same time as any subsequent order or decree approving an inclusion of property into the District.

39. Underground and Aboveground Storage Tanks. If applicable, the Board directs District's Legal Counsel to register and renew annually all underground and/or aboveground storage tanks with the state inspector of oils.

40. Underground Facility Locating. If applicable, the Board directs District's Legal Counsel to provide accurate information regarding the boundaries of the District's service area, the type of underground facility(ies) that may be encountered within such service area, and the name, address and telephone number of a person who shall be the designated contact person for the information regarding the District's underground facilities, along with information concerning underground facilities that the District owns or operates which are not located within the designated service area to the Utility Notification Center of Colorado. The Board further authorizes the District to maintain its membership in the notification association as a "Tier 1" member, if applicable.

41. Recording of Conveyances of Real Property to the District. Pursuant to Section 38-35-109.5(2), C.R.S., District's Legal Counsel is designated as an appropriate official to record conveyances of real property to the District within thirty days of such conveyance.

42. Ratification of Past Actions. The Board members have reviewed the minutes of every meeting of the Board conducted in 2023, and the Board, being fully advised of the premises, hereby ratifies and affirms each and every action of the Board taken in 2023.

43. Emergency Liaison Officer. The Board designates the President of the District, in his/her capacity as elected official for the District, as the Emergency Liaison Officer responsible for facilitating the cooperation and protection of the District in the work of disaster prevention, preparedness, response, and recovery with the Colorado Office of Emergency Management and any local disaster agencies. The Emergency Liaison Officer shall have the authority to designate such agents as (s)he shall determine appropriate to perform any and all acts necessary to facilitate the responsibilities of the Emergency Liaison Officer.

44. Execution of District Documents By Electronic Methods. Where necessary, convenient and permissible by law, the Board authorizes the execution of District documents on behalf of the Board through electronic methods such as DocuSign, electronic PDF, or similar means and in multiple counterparts, all of which shall constitute single, valid documents of the Board as if signed in paper format.

45. Official District Website. If requested or required, the Board directs District Manager to establish and maintain an official District website.

Within one year of the date of the order and decree forming the District, or by January 1, 2023 (if the District was formed prior to January 1, 2022) the District shall establish, maintain, and, unless otherwise specified, annually update an official website in a form that is readily accessible to the public that contains the following information:

- A. the names, terms, and contact information for the current directors of the Board of the District and of the manager of the District, if applicable;
- B. the current fiscal year budget of the District and, within thirty days of adoption by the Board of the District, any amendments to the budget;
- C. the prior year's audited financial statements of the District, if applicable, or an application for exemption from an audit prepared in accordance with the "Colorado Local Government Audit Law", Part 6 of Article 1 of Title 29, C.R.S., within thirty days of the filing of the application with the State Auditor;
- D. the annual report of the District in accordance with section 32-1-207 (3)(c), C.R.S.;

E. by January 30 of each year, the date, time, and location of scheduled regular meetings of the District's Board for the current fiscal year;

F. if required by Section 1-13.5-501(1.5), C.R.S., by no later than seventy-five days prior to a regular election for an election at which members of a Board of Directors for the District will be considered, the call for nominations pursuant to Section 1-13.5-501(1);

G. not more than thirty days after an election, certified election results for an election conducted within the current fiscal year;

H. a current map depicting the boundaries of the District as of January 1 of the current fiscal year; and

I. any other information deemed appropriate by the Board of Directors of the District.

46. Dates Herein. All dates set forth in this Resolution shall be in 2024 unless otherwise specified.

47. Automatic Renewal. This Resolution shall be deemed renewed each year until terminated or a new resolution is adopted.

*[Remainder of Page Intentionally Left Blank]*

Adopted and approved this 15<sup>th</sup> day of November, 2023.

FITZSIMONS VILLAGE METROPOLITAN  
DISTRICT NO. 2

By: \_\_\_\_\_  
President

ATTEST:

By: \_\_\_\_\_  
Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3  
CONCERNING ANNUAL ADMINISTRATIVE MATTERS  
2024**

WHEREAS, the Board of Directors of the Fitzsimons Village Metropolitan District No. 3 (the “District”) is to perform certain tasks on a recurring basis in the operation of the District;

NOW, THEREFORE, BE IT RESOLVED by the Fitzsimons Village Metropolitan District No. 3 within the City of Aurora, County of Arapahoe, Colorado, as follows:

1. Contact Person. The Board of Directors of the District (the “Board”) directs District Manager to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of the municipality in which the District is located, if applicable, and the Division of Local Government of the name of the Chair of the Board, the contact person located within the District, if available, telephone number, and business address of the District on or before January 15, as required by Section 32-1-104(2), C.R.S. The Board hereby names the District Manager as the contact person within the District. The contact person is authorized, under Section 24-10-109(3)(b), C.R.S., to accept notices of claims against the District as the District’s agent and, if any such claim is received, must promptly notify the President of the Board and the attorney for the District of such receipt.

2. Map. The Board directs District Manager to prepare an accurate map as specified by the Division of Local Government for filing with the Division, the County Assessor, and the County Clerk and Recorder on or before January 1, as required by Section 32-1-306, C.R.S. If there have been no changes to the boundaries of the District since the filing of an accurate map, Legal Counsel may notify the above-mentioned entities in a letter that no changes have been made to the map.

3. Budget. The Board directs District Accountant to submit a proposed budget to the Board by October 15; to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolution and budget message, the certification of mill levies, and any budget amendment(s) needed; to certify the mill levies on or before December 15; and to file the approved budget and amendment(s) with the proper governmental entities in accordance with the Local Government Budget Law of Colorado, Sections 29-1-101 to 29-1-115, C.R.S. If no mill levy is to be certified, such actions may be completed by December 31.

4. Intergovernmental Agreements. If the District receives a written request from the Division of Local Government, the Board directs Legal Counsel to prepare and file within thirty days of such request, an informational listing of all contracts in effect with other political subdivisions, in compliance with Section 29-1-205, C.R.S.

5. Notice to Electors (Transparency Notice). The Board directs that no more than sixty days prior to and not later than January 15, District Manager will prepare and distribute

the Notice to Electors pursuant to and in a matter prescribed by Section 32-1-809, C.R.S. The Board further directs that in compliance with Section 32-1-104(2), C.R.S., the Notice will be filed with the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of the municipality in which the District is located, if applicable, and the Division of Local Government and a copy made available for public inspection at the District's business office.

6. Annual Securities Report. If required, the Board directs the District's Legal Counsel to prepare and file the annual public securities report for nonrated public securities issued by the District (if any), with the Department of Local Affairs on or before March 1, in accordance with Sections 11-58-101 to 11-58-107, C.R.S.

7. Audit/Audit Exemption. The Board directs that an audit of the financial statements be prepared and submitted to the Board before June 30 and further directs that the Audit be filed with the State Auditor by July 31, as required by Section 29-1-606, C.R.S. In the event that the timetable will not be met, the auditor and the District Accountant are directed to request extensions of time to file the audit as needed. If neither the revenues nor the expenditures for the past year exceed \$100,000, then the Board directs that a short form application for exemption from audit shall be prepared. If either revenues or expenditures are greater than \$100,000 but are less than or equal to \$750,000, then the Board directs that a long form application for exemption from audit shall be prepared. The short form or long form application shall be submitted to the Board and then filed with the State Auditor by March 31, as required by Section 29-1-604, C.R.S.

8. Unclaimed Property. The Board directs Legal Counsel to prepare the Unclaimed Property Act report and forward it to the State Treasurer by November 1 if there is District property presumed abandoned and subject to custody as unclaimed property, in accordance with Section 38-13-110, C.R.S.

9. Public Records. The Board designates the Board Secretary as the official custodian of public records as such term is used in Section 24-72-202, C.R.S., with the functions thereof hereby delegated to District Manager as the custodian as defined in 24-72-202(1.1), C.R.S. The custodian is authorized to develop such procedures as may be reasonably required for the protection and retention of such records. On behalf of the District, the custodian may charge the maximum fees allowed by law for copies, research and retrieval, development of privilege log, and such other services as are authorized by law. Any cost associated with any research and retrieval of public records is outlined in the Resolution Adopting Policies and Fee Schedule for the Handling of Record Requests Under the Colorado Open Records Act.

10. CORA Policy. Pursuant to Colorado Open Records Act, Section 24-72-205, C.R.S. ("CORA"), the Board has adopted a policy concerning research and retrieval fees for public records. The Board directs District Manager to update the District's Notice to Electors (Transparency Notice) with the District's CORA policy information as required by the statute.



11. Data Privacy Policy. Pursuant to Sections 24-73-101, *et seq.*, C.R.S., the Board has previously adopted a written policy for the destruction of documents containing personal identifying information, for implementing reasonable security procedures and practices to protect personal identifying information, and for notifying Colorado residents of a security breach or possible security breach.

12. E-mail Policy. Pursuant to Section 24-72-204.5, C.R.S., the Board hereby adopts a written policy that District management may monitor electronic mail communications at any time, with or without cause, and further states that correspondence of any employee in the form of electronic mail may be a public record under the public records law and may be subject to public inspection under Section 24-72-203, C.R.S.

The Board further directs that when and if the District has employees, the following electronic mail policy will be in effect:

A. All employees of the District may have access to the District's electronic mail communications system, which access may include utilization of a District-assigned email address for use in both internal and external email communications.

B. Employees cannot expect a right of privacy in their use of the District's electronic communications system.

C. Employees understand, acknowledge and agree that all communications in the form of electronic mail may be considered a public record pursuant to CORA and may be subject to public inspection pursuant to C.R.S. Section 24-72-203 of CORA.

D. The District reserves the right to monitor an employee's electronic mail communication(s) including, but not limited to, circumstances where the District, in its sole discretion, reasonably believes that such communication(s) may be considered a public record pursuant to C.R.S. § 24-72-203 of CORA.

13. Fair Campaign Practices Act – Gifts and Honoraria. The Board is reminded that in accordance with the Fair Campaign Practices Act, each Board member is required to report to, and in a manner prescribed by, the Secretary of State certain items received in connection with their service, such report to be filed on or before January 15, April 15, July 15, and October 15 of each year, as required by Sections 1-45-109 and 24-6-203, C.R.S. No report needs to be filed unless a director receives \$53 or more in cash or loans, or real or personal property having a value of \$53 or more. Further, the Board is reminded that in accordance with Section 24-6-203, C.R.S., if a Board member receives annual compensation from the District of more than \$2,400, then the Board member is required to file a quarterly report in the prescribed manner with the Secretary of State.

14. Newspaper. The Board designates the *Aurora Sentinel* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in the aforementioned newspaper, in accordance with Section 32-1-103(15), C.R.S. If publication in such

newspaper is impossible or impracticable, then any legal newspaper published in the county may be used as an alternative.

15. Director Compensation. The Board of Directors of the District determines that each director shall not receive compensation for services as directors.

16. Director Qualification. Pursuant to Section 32-1-901, C.R.S., the District determines that each present and future member of the Board shall have in the District files, with annual confirmation thereof by the District's custodian of public records, a complete and executed Certificate of Appointment (if the director is appointed), current Oath of Office and applicable Surety Bond, and that copies of each be submitted to the Division of Local Government and the District Court as necessary and as may be requested.

17. Officers. The District has elected, in accordance with Section 32-1-902, C.R.S., the following officers for the District:

<b>Name</b>	<b>Title</b>
Suzanne Schlicht	President
Brittanny Hovard	Treasurer
Brian Ratner	Secretary
Vacant	Assistant Secretary
Vacant	Assistant Secretary

Unless the District acts to elect new officers, or an officer resigns his or her office, such officers shall serve indefinitely.

18. Director Indemnification. The Board of Directors of the District extends the current indemnification resolution to allow the resolution to continue in effect as written. In the event an indemnification resolution is not in effect, then the approval of this administrative matters resolution shall be deemed to authorize indemnification of the directors of the District when acting in good faith within the scope of their duties and in the best interests of the District, to the fullest extent allowed by law.

19. Designated Posting Location for the Posting of Meeting Notices. Pursuant to Sections 24-6-402(2)(c)(I) and 32-1-903, C.R.S., the Board of Directors of the District has adopted a Resolution Concerning Online Notice of Public Meetings, which authorizes the Board to post notices of its public meetings, including specific agenda information, on the following public website: <https://www.fitzsimonsvillagemd1-3.org> no less than twenty-four hours prior to the holding of the meeting. In the event the District is unable to post a notice online in exigent or emergency circumstances, such as a power outage or an interruption in internet service that prevents the public from accessing the notice online, in accordance with Section 24-6-402(2)(c)(III), C.R.S., the Board designates the following location within the District's boundaries as the official designated posting place for the posting of meeting agendas no less than twenty-four hours prior to the meeting: Director's Parcel located at the Southeast corner of the property line and 1st Bank.

20. Meetings. Consistent with the provisions of Section 32-1-903, C.R.S., as amended, the District may hold meetings of the Board at a physical location or by telephonic, electronic, or virtual means, or a combination of the foregoing. The meeting notice of all meetings of the Board that are held telephonically, electronically, or by other means not including physical presence shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

The Board determines to hold regular meetings on the second Wednesday of each month at 1:30 p.m. via teleconference; provided, the Board may, from time to time, determine to hold any meeting at a physical location or by telephonic, electronic, or virtual means, or a combination of the foregoing, in its discretion as an administrative matter without the need for amending this resolution.

In addition, regular and special meeting notices shall be posted as identified above in accordance with Section 24-6-402(2)(c), C.R.S. The Board directs the District Manager to prepare notices for posting in accordance with Section 32-1-903, C.R.S. Legal Counsel shall revise the notices when the Board intends to make a final determination to issue or refund general obligation indebtedness, to consolidate the District, to dissolve the District, to file a plan for adjustment of debt under federal bankruptcy law, to enter into a private contract with a director, or not to make a scheduled bond payment.

21. Annual Meeting. Consistent with Section 32-1-903(6)(a), C.R.S., the District shall hold an annual meeting each calendar year. Each annual meeting shall comply with the following:

- A. The meeting shall be held in person, virtually, or in person and virtually. An annual meeting that is held solely in person must be held at a physical location that is within the boundaries of the district, within the boundaries of any county in which the district is located, in whole or in part, or within any other county so long as the physical location does not exceed five miles from the District's boundaries.
- B. Notice of the time and location of the annual meeting must be provided as required for all District Board meetings and must be posted on the District's website.
- C. The Board shall not take any official action at the annual meeting.
- D. The annual meeting shall include, at a minimum: (1) a presentation regarding the status of the public infrastructure projects within the District and outstanding bonds, if any; (2) a review of the District's unaudited financial statements showing the year-to-date revenue and expenditures of the District in relation to its adopted budget, as amended if applicable, for that calendar year; and (3) an opportunity for members of the public to ask questions about the District.

The Board may, in its discretion, hold a special or regular meeting immediately after conclusion of the annual meeting.

22. Elections. Robin A. Navant of Spencer Fane LLP is hereby appointed as the “Designated Election Official” of the Board for any elections to be held by the District unless another Designated Election Official is appointed by resolution of the Board. In accordance with Section 1-1-111(2), C.R.S., 13.5 of Title 1, C.R.S., or applicable law, the Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official and that the election shall be held and conducted in accordance with the Local Government Election Code, applicable portions of the Uniform Election Code of 1992, as amended and supplemented by Const. Colo. Art. X, Sec 20, the Current Rules and Regulations Governing Election Procedures of the Secretary of State of the State of Colorado, and Title 32, Article 1, Part 8, Colorado Revised Statutes, and other relevant Colorado and federal law. Further, the Board directs the Designated Election Official to notify the Division of Local Government of the results of any election held by the District, including business address, telephone number and the contact person; and to certify the results of any election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of a municipality, in accordance with Sections 1-11-103, 32-1-104(1), and 32-1-1101.5, C.R.S.

23. Elections; Call for Nominations. The District was formed on July 18, 2006. The call for nominations required by Section 1-13.5-501 shall be made by:

A. Emailing the notice to each active registered elector of the District as specified in the registration list provided by the County Clerk and Recorder as of the date that is one hundred fifty days prior to the date of the regular election; where the active registered elector does not have an e-mail address on file for such purpose with the County Clerk and Recorder as of the date that is not later than one hundred fifty days prior to the date of the regular election, by mailing the notice, at the lowest cost option, to each address at which one or more active registered electors of the District resides as specified in the registration list provided by the County Clerk and Recorder as of the date that is one hundred fifty days prior to the date of the regular election; and

B. select only one of the following:

publication.

posting the information on the official website of the District.

provided the District has fewer than one thousand eligible electors and is wholly located within a county the population of which is less than thirty thousand people, posting the notice in at least three public places within the territorial boundaries of the District and, in addition, posting a notice in the office of the Clerk and Recorder of the County in which the District is located; any such notices must remain posted until the day after the call for nominations closes.

24. Independent Mail Ballot Elections. The Board deems it expedient for the convenience of the electors that all regular and special elections of the District shall be conducted as an independent mail ballot election in accordance with Section 1-13.5-1101, C.R.S., unless a polling place election is deemed necessary and expressed in a separate election resolution.

25. Notice of Indebtedness. In accordance with C.R.S. Sections 32-1-1604 and 1101.5(1), the Board directs District's Legal Counsel to issue notice of indebtedness to the Board of County Commissioners and to record such notice with the County Clerk and Recorder within 30 days of incurring or authorizing of any indebtedness.

26. Quinquennial Findings. If requested, the Board directs District's Legal Counsel to prepare and file with the Board of County Commissioners the quinquennial finding of reasonable diligence, in accordance with Sections 32-1-1101.5(1.5) and (2), C.R.S.

27. Annual Report. If requested or required, the Board directs the District Manager to prepare and file the special district annual report, in accordance with Section 32-1-207(3)(c), C.R.S.

Formed after July 1, 2000, the District shall prepare and file (not more than once a year) an annual report for the preceding year on or before October 1<sup>st</sup> of each year (unless the requirement is waived or otherwise requested by an earlier date by the board of county commissioners or by the governing body of the municipality in which the District is wholly or partially located, commencing in 2023 for the 2022 calendar year, the annual report must be provided by October 1 of each year).

The annual report must be electronically filed with (1) the governing body that approved the District's service plan or, if the jurisdiction has changed due to annexation into a municipality, the current governing body with jurisdiction over the District, (2) the Division of Local Government, (3) the State Auditor, and (4) the County Clerk and Recorder for public inspection, and a copy of the report must be made available by the District on the District's website pursuant to section 32-1-104.5 (3), C.R.S.

The report must include, as applicable for the reporting year, but shall not be limited to:

- A. boundary changes made;
- B. intergovernmental agreements entered into or terminated with other governmental entities;
- C. access information to obtain a copy of rules and regulations adopted by the Board;
- D. a summary of litigation involving public improvements owned by the District;
- E. the status of the construction of public improvements by the District;

- F. a list of facilities or improvements constructed by the District that were conveyed or dedicated to the county or municipality;
- G. the final assessed valuation of the special district as of December 31 of the reporting year;
- H. a copy of the current year's budget;
- I. a copy of the audited financial statements, if required by the "Colorado Local Government Audit Law", Part 6 of Article 1 of Title 29, or the application for exemption from audit, as applicable;
- J. notice of any uncured defaults existing for more than ninety days under any debt instrument of the District; and,
- K. any inability of the District to pay its obligations as they come due under any obligation which continues beyond a ninety-day period.

28. Disclosure of Potential Conflict of Interest. The Board has determined that Legal Counsel may file general conflict of interest disclosure forms, if any, provided by the directors with the Secretary of State each year, which forms may be updated on an annual basis through information the directors give to Legal Counsel. If a specific conflict arises regarding a certain transaction of the Board, the director is required to notify Legal Counsel at least five days prior to the date of the meeting so that the transactional disclosure form may be filed in a timely manner, in accordance with Sections 32-1-902(3) and 18-8-308, C.R.S. Additionally, at the beginning of every term, Legal Counsel may request that each Board member submit information regarding actual or potential conflicts of interest.

29. Special District Association. The District is currently a member of the Special District Association ("SDA"), the Board directs its District Accountant to pay the annual SDA membership dues in a timely manner.

30. Insurance. The Board directs the District Manager to at least biannually review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained.

31. Promissory Notes. The District has no outstanding promissory note(s).

32. Outstanding General Obligation Indebtedness. The District has the following outstanding general obligation bonds or multiple fiscal year financial obligations: Series 2020A Limited Tax General Obligation and Special Refunding Bonds and Series 2020B Subordinate Limited Tax General Obligation and Special Revenue Refunding Bonds.

33. Continuing Disclosure. The District Accountant shall provide continuing disclosure service if and as applicable to the bonds and other financial obligations of the District.

34. Workers' Compensation. Pursuant to Section 8-40-202(1)(a)(I)(B), C.R.S., the elected and appointed officials of the District shall be deemed to be an employee within the meaning of Section 8-40-202(1)(a), C.R.S. The Board directs the District Accountant to pay the annual workers' compensation premium on behalf of the District in a timely manner.

35. PDPA. Pursuant to the provisions of the Colorado Public Deposit Protection Act, Section 11-10.5-101, et seq., C.R.S., the Board appoints the Treasurer as the official custodian of public deposits.

36. Water or Sewer Rates. The Board directs that any Board action to fix or increase fees, rates, tolls, penalties or charges for domestic water or sanitary sewer service rates will be taken after consideration at a public meeting. Such public meeting will be held at least thirty days after providing notice to the customers receiving the water or sewer services from the District. Notice will be made pursuant to and in a matter prescribed by Section 32-1-1001(2)(a), C.R.S.

37. Inclusions/Exclusions of Property. The Board directs District's Legal Counsel to handle all procedures required under the Colorado state statutes regarding the inclusion and exclusion of property into and out of the District's boundaries.

38. Public Disclosure Statement. Pursuant to Section 32-1-104.8, C.R.S., the Board directs District's Legal Counsel to prepare and record a special district public disclosure document, including a map showing the boundaries of the District, with the County Clerk and Recorder at the same time as any subsequent order or decree approving an inclusion of property into the District.

39. Underground and Aboveground Storage Tanks. If applicable, the Board directs District's Legal Counsel to register and renew annually all underground and/or aboveground storage tanks with the state inspector of oils.

40. Underground Facility Locating. If applicable, the Board directs District's Legal Counsel to provide accurate information regarding the boundaries of the District's service area, the type of underground facility(ies) that may be encountered within such service area, and the name, address and telephone number of a person who shall be the designated contact person for the information regarding the District's underground facilities, along with information concerning underground facilities that the District owns or operates which are not located within the designated service area to the Utility Notification Center of Colorado. The Board further authorizes the District to maintain its membership in the notification association as a "Tier 1" member, if applicable.

41. Recording of Conveyances of Real Property to the District. Pursuant to Section 38-35-109.5(2), C.R.S., District's Legal Counsel is designated as an appropriate official to record conveyances of real property to the District within thirty days of such conveyance.

42. Ratification of Past Actions. The Board members have reviewed the minutes of every meeting of the Board conducted in 2023, and the Board, being fully advised of the premises, hereby ratifies and affirms each and every action of the Board taken in 2023.

43. Emergency Liaison Officer. The Board designates the President of the District, in his/her capacity as elected official for the District, as the Emergency Liaison Officer responsible for facilitating the cooperation and protection of the District in the work of disaster prevention, preparedness, response, and recovery with the Colorado Office of Emergency Management and any local disaster agencies. The Emergency Liaison Officer shall have the authority to designate such agents as (s)he shall determine appropriate to perform any and all acts necessary to facilitate the responsibilities of the Emergency Liaison Officer.

44. Execution of District Documents By Electronic Methods. Where necessary, convenient and permissible by law, the Board authorizes the execution of District documents on behalf of the Board through electronic methods such as DocuSign, electronic PDF, or similar means and in multiple counterparts, all of which shall constitute single, valid documents of the Board as if signed in paper format.

45. Official District Website. If requested or required, the Board directs District Manager to establish and maintain an official District website.

Within one year of the date of the order and decree forming the District, or by January 1, 2023 (if the District was formed prior to January 1, 2022) the District shall establish, maintain, and, unless otherwise specified, annually update an official website in a form that is readily accessible to the public that contains the following information:

- A. the names, terms, and contact information for the current directors of the Board of the District and of the manager of the District, if applicable;
- B. the current fiscal year budget of the District and, within thirty days of adoption by the Board of the District, any amendments to the budget;
- C. the prior year's audited financial statements of the District, if applicable, or an application for exemption from an audit prepared in accordance with the "Colorado Local Government Audit Law", Part 6 of Article 1 of Title 29, C.R.S., within thirty days of the filing of the application with the State Auditor;
- D. the annual report of the District in accordance with section 32-1-207 (3)(c), C.R.S.;



E. by January 30 of each year, the date, time, and location of scheduled regular meetings of the District's Board for the current fiscal year;

F. if required by Section 1-13.5-501(1.5), C.R.S., by no later than seventy-five days prior to a regular election for an election at which members of a Board of Directors for the District will be considered, the call for nominations pursuant to Section 1-13.5-501(1);

G. not more than thirty days after an election, certified election results for an election conducted within the current fiscal year;

H. a current map depicting the boundaries of the District as of January 1 of the current fiscal year; and

I. any other information deemed appropriate by the Board of Directors of the District.

46. Dates Herein. All dates set forth in this Resolution shall be in 2024 unless otherwise specified.

47. Automatic Renewal. This Resolution shall be deemed renewed each year until terminated or a new resolution is adopted.

*[Remainder of Page Intentionally Left Blank]*

Adopted and approved this 15<sup>th</sup> day of November, 2023.

FITZSIMONS VILLAGE METROPOLITAN  
DISTRICT NO. 3

By: \_\_\_\_\_  
President

ATTEST:

By: \_\_\_\_\_  
Secretary



# Special Districts Master Services Agreement

Fitzsimons Village Metro District No. 1  
 8390 E. Crescent Pkwy., Ste.300, Greenwood Village, CO, 80111  
 MSA Date: October 15, 2023

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Fitzsimons Village Metro District No. 1 (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

## **Scope of professional services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

## **Board of director responsibilities**

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

## **Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate

the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services. CLA and the district agree that the foregoing sentence is not intended and shall not be construed to be a limitation of liability for the benefit of CLA nor an exculpatory clause for the benefit of CLA. CLA is and will remain liable to the district for CLA's negligence and gross negligence in the work that it performs under this MSA or under any SOW.

### **Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](http://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

### **Other Fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

### **Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

### **Limitation of remedies**

Each party agrees that in no event shall the other party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

**CLA shall be authorized to the following cash access services:**

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
  - Paper checks – we will prepare the checks for your approval and wet ink signature
  - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments
  - ACH/Wire – we will use this method as needed/as requested, with your approval

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above
- Take deposits to the bank that include cash
- If applicable, have access to cash-in-kind assets, such as coupons
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function

**Board of Directors' responsibilities relevant to CLA's access to your cash**

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments
- Approve all new vendors and customers added to the accounting system
- Approve non-recurring wires to external parties
- Pre-approve for recurring wires, then board of directors will ratify approval
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid

- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations

### **Other provisions**

Except as expressly permitted by the “Consent” section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 et seq., C.R.S. (“CORA”).

### **Insurance:**

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers’ Compensation Insurance
- B. Commercial General Liability Insurance
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability
- E. Network Security (Cyber) Liability Insurance

#### **F. Excess/Umbrella Liability Coverage**

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

#### **Annual Appropriation and Budget**

The district does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this MSA shall be construed or interpreted as a delegation of governmental powers by the district, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the district or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

#### **Governmental Immunity**

Nothing in this MSA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the district, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the district and, in particular, governmental immunity afforded or available to the district pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

#### **No Third-Party Beneficiaries**

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained

in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

### **Personal Identifying Information**

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. “Personal Identifying Information” means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver’s license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

**CLA agrees to report within twenty-four (24) hours to the district’s board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA “Data Security Incident” is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.**

### **Consent to use financial information**

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Fitzsimons Village Metro District No. 1 information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

### **Technology**

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Colorado law requires special districts to maintain websites and further requires that certain documents which may be prepared by CLA to be uploaded to those websites. CLA specifically acknowledges and agrees that the district may upload to its website any documents prepared by CLA for the district and further, that those documents may be used in public meetings hosted by or to which the district is a party.



**Counterpart Execution**

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**Electronic Signatures**

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**MSA Modification**

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

**Termination of MSA**

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

**Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

**CliftonLarsonAllen LLP**

Gigi Pangindian

Principal

(303) 265-7821

[gigi.pangindian@claconnect.com](mailto:gigi.pangindian@claconnect.com)

**Response**

This MSA correctly sets forth the understanding of Fitzsimons Village Metro District No. 1 and is accepted by:

CLA  
CLA

*Gigi Pangindian*

---

Gigi Pangindian, Principal

SIGNED 11/7/2023, 9:01:52 AM CST

**Client**

Fitzsimons Village Metro District No. 1

SIGN:

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Suzanne Schlicht, President

DATE:

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# Special Districts Preparation Statement of Work

Date: November 7, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Fitzsimons Village Metro District No. 1 (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

## **Scope of professional services**

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

## **Ongoing normal accounting services:**

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
    - Detailed development fee records

- Process accounts payable including the preparation and issuance of checks for approval by the board of directors
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare quarterly financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Review claims for reimbursement from related parties prior to the board of directors' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
  - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW

- These procedures may not satisfy district policies, procedures, and agreements' requirements
  - Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
  - Be available during the year to consult with you on any accounting matters related to the district
  - Review and approve monthly reconciliations and journal entries prepared by staff
  - Reconcile complex accounts monthly and prepare journal entries
  - Analyze financial statements and present to management and the board of directors
  - Develop and track key business metrics as requested and review periodically with the board of directors
  - Document accounting processes and procedures
  - Continue process and procedure improvement implementation
  - Report on cash flows
  - Assist with bank communications
  - Perform other non-attest services

### **Compilation services**

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

### **Preparation services - financial statements**

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

### **Preparation services - annual**

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

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

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

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

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

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast. References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

### **Engagement objectives and our responsibilities**

The objectives of our engagement are to:

- a) Prepare quarterly financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b) As requested, apply accounting and financial reporting expertise to assist you in the presentation of your quarterly financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c) Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d) Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material

modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.

- e) If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f) If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

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

#### **Engagement procedures and limitations**

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

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

#### **Our report**

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

purpose.

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

### **No assurance statements**

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

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

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

### **Management responsibilities**

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

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

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

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



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

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

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

### **Fees and terms**

Billing rates guaranteed through **December 31, 2024**:

<b>Services performed by</b>	<b>Rate per hour</b>
Principal	\$300-\$600
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$290
Senior	\$150-\$220
Staff	\$130-\$190
Administrative Support	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

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

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

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

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial

statements should not be relied on or distributed.

### **Municipal advisors**

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

### **Agreement**

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

### **CliftonLarsonAllen LLP**

Gigi Pangindian

Principal

(303) 265-7821

[gigi.pangindian@claconnect.com](mailto:gigi.pangindian@claconnect.com)

### **Response**

This SOW correctly sets forth the understanding of Fitzsimons Village Metro District No. 1 and is accepted by:

CLA  
CLA

*Gigi Pangindian*

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Gigi Pangindian, Principal

SIGNED 11/7/2023, 9:11:38 AM MST

**Client**

Fitzsimons Village Metro District No. 1

SIGN:

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Suzanne Schlicht, President

DATE:

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# Special Districts Public Management Services Statement of Work

Date: October 19, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Fitzsimons Village Metro District No. 1 (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

## **Scope of professional services**

Matt Urkoski is responsible for the performance of the engagement and other services identified in this agreement.

## **Scope of Management Services**

CLA will perform the following services for the district:

### **District Board of Directors (“Board”) Meetings**

- Coordination of board meetings
- Meeting attendance: district manager and/or designee will attend board meetings
- Preparation and distribution of agenda and informational materials as requested by the district
- Drafting of meeting minutes as assigned for approval by the board of directors
- Preparation and posting of notices required in conjunction with the meetings

### **Recordkeeping**

- Maintain directory of persons and organizations for correspondence
- Repository of district records and act as custodian of records for purposes of CORA (as that term is defined in the district’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 et seq., C.R.S.)

### **Communications**

- 24/7 answering services
- Website administration; CLA will oversee maintenance of the district's website as needed and requested by the district
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the district

### **General Administration**

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications
- Coordination of insurance policy renewals and updates for approval by the district's board of directors
- In collaboration with district counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district
- Under the direction of the board of directors, supervise project processes and vendors as assigned by the board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the district as directed by the board (CLA itself will not and cannot provide legal services)
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the district
- Coordinate the administration of the district's rules and regulations as requested by the board
- Under the direction of district legal counsel, coordinate election processes for the district; CLA will not serve as the Designated Election Official ("DEO")

### **Accounts Payable Services to be Provided**

- Coordinate review and approval of invoices with district accountant and board to ensure timely payment to vendors

In addition to these services, when, in the professional opinion of the district manager, other services are necessary, the district manager shall recommend the same to the board or perform such services and report to the board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.

## **Fees and terms**

### ***Billing rates guaranteed through December 31, 2024:***

<b>Services performed by</b>	<b>Rate per hour</b>
Principal	\$320-\$460
Public Manager	\$190-\$265
Assistant Public Manager	\$150-\$180
Public Management Analyst	\$145-\$170
District Administrator	\$140-\$180
Records Retention Professional	\$110-\$155

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

### **Municipal advisors**

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

### **Agreement**

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

**CliftonLarsonAllen LLP**

Matt Urkoski  
Principal  
303-265-7919  
matt.urkoski@CLAconnect.com

**Response**

This SOW correctly sets forth the understanding of Fitzsimons Village Metro District No. 1 and is accepted by:



**CLA**  
CliftonLarsonAllen LLP

*Matt Urkoski*

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Matt Urkoski, Principal

**SIGNED** 10/19/2023, 2:36:22 PM EDT

**Client**  
Fitzsimons Village Metro District No. 1

SIGN:

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Timothy Seibert, President

DATE:

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CliftonLarsonAllen LLP  
<https://www.claconnect.com>

## Special Districts Master Services Agreement

Fitzsimons Village Metro District No. 2  
 8390 E. Crescent Pkwy., Ste.300, Greenwood Village, CO, 80111  
 MSA Date: October 15, 2023

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Fitzsimons Village Metro District No. 2 (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

### **Scope of professional services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

### **Board of director responsibilities**

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

### **Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate

the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services. CLA and the district agree that the foregoing sentence is not intended and shall not be construed to be a limitation of liability for the benefit of CLA nor an exculpatory clause for the benefit of CLA. CLA is and will remain liable to the district for CLA's negligence and gross negligence in the work that it performs under this MSA or under any SOW.

### **Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](http://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

### **Other Fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

### **Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

### **Limitation of remedies**

Each party agrees that in no event shall the other party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

**CLA shall be authorized to the following cash access services:**

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
  - Paper checks – we will prepare the checks for your approval and wet ink signature
  - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments
  - ACH/Wire – we will use this method as needed/as requested, with your approval

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above
- Take deposits to the bank that include cash
- If applicable, have access to cash-in-kind assets, such as coupons
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function

**Board of Directors' responsibilities relevant to CLA's access to your cash**

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments
- Approve all new vendors and customers added to the accounting system
- Approve non-recurring wires to external parties
- Pre-approve for recurring wires, then board of directors will ratify approval
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid

- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations

### **Other provisions**

Except as expressly permitted by the “Consent” section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 et seq., C.R.S. (“CORA”).

### **Insurance:**

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers’ Compensation Insurance
- B. Commercial General Liability Insurance
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability
- E. Network Security (Cyber) Liability Insurance

#### **F. Excess/Umbrella Liability Coverage**

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

#### **Annual Appropriation and Budget**

The district does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this MSA shall be construed or interpreted as a delegation of governmental powers by the district, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the district or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

#### **Governmental Immunity**

Nothing in this MSA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the district, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the district and, in particular, governmental immunity afforded or available to the district pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

#### **No Third-Party Beneficiaries**

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained

in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

### **Personal Identifying Information**

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. “Personal Identifying Information” means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver’s license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

**CLA agrees to report within twenty-four (24) hours to the district’s board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA “Data Security Incident” is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.**

### **Consent to use financial information**

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Fitzsimons Village Metro District No. 2 information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

### **Technology**

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Colorado law requires special districts to maintain websites and further requires that certain documents which may be prepared by CLA to be uploaded to those websites. CLA specifically acknowledges and agrees that the district may upload to its website any documents prepared by CLA for the district and further, that those documents may be used in public meetings hosted by or to which the district is a party.

**Counterpart Execution**

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**Electronic Signatures**

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**MSA Modification**

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

**Termination of MSA**

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

**Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

**CliftonLarsonAllen LLP**

Gigi Pangindian

Principal

(303) 265-7821

[gigi.pangindian@claconnect.com](mailto:gigi.pangindian@claconnect.com)

**Response**

This MSA correctly sets forth the understanding of Fitzsimons Village Metro District No. 2 and is accepted by:



CLA  
CLA

*Gigi Pangindian*

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Gigi Pangindian, Principal

SIGNED 11/7/2023, 9:02:52 AM CST

**Client**

Fitzsimons Village Metro District No. 2

SIGN:

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Suzanne Schlicht, President

DATE:

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## Special Districts Preparation Statement of Work

Date: November 7, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Fitzsimons Village Metro District No. 2 (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

### **Scope of professional services**

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

### **Ongoing normal accounting services:**

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
    - Detailed development fee records

- Process accounts payable including the preparation and issuance of checks for approval by the board of directors
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare quarterly financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Review claims for reimbursement from related parties prior to the board of directors' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
  - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW

- These procedures may not satisfy district policies, procedures, and agreements' requirements
  - Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
  - Be available during the year to consult with you on any accounting matters related to the district
  - Review and approve monthly reconciliations and journal entries prepared by staff
  - Reconcile complex accounts monthly and prepare journal entries
  - Analyze financial statements and present to management and the board of directors
  - Develop and track key business metrics as requested and review periodically with the board of directors
  - Document accounting processes and procedures
  - Continue process and procedure improvement implementation
  - Report on cash flows
  - Assist with bank communications
  - Perform other non-attest services

### **Compilation services**

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

### **Preparation services - financial statements**

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

### **Preparation services - annual**

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

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

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

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

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

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast. References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

### **Engagement objectives and our responsibilities**

The objectives of our engagement are to:

- a) Prepare quarterly financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b) As requested, apply accounting and financial reporting expertise to assist you in the presentation of your quarterly financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c) Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d) Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material

modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.

- e) If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f) If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

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

#### **Engagement procedures and limitations**

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

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

#### **Our report**

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

purpose.

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

### **No assurance statements**

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

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

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

### **Management responsibilities**

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

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

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

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

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

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

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

### **Fees and terms**



Billing rates guaranteed through **December 31, 2024**:

<b>Services performed by</b>	<b>Rate per hour</b>
Principal	\$300-\$600
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$290
Senior	\$150-\$220
Staff	\$130-\$190
Administrative Support	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

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

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

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

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial

statements should not be relied on or distributed.

### **Municipal advisors**

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

### **Agreement**

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

### **CliftonLarsonAllen LLP**

Gigi Pangindian

Principal

(303) 265-7821

[gigi.pangindian@claconnect.com](mailto:gigi.pangindian@claconnect.com)

### **Response**

This SOW correctly sets forth the understanding of Fitzsimons Village Metro District No. 2 and is accepted by:

CLA  
CLA

*Gigi Pangindian*

---

Gigi Pangindian, Principal

SIGNED 11/7/2023, 9:09:54 AM MST

**Client**

Fitzsimons Village Metro District No. 2

SIGN:

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Suzanne Schlicht, President

DATE:

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## Special Districts Master Services Agreement

Fitzsimons Village Metro District No. 3  
 8390 E. Crescent Pkwy., Ste.300, Greenwood Village, CO, 80111  
 MSA Date: October 15, 2023

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Fitzsimons Village Metro District No. 3 (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

### **Scope of professional services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

### **Board of director responsibilities**

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

### **Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate

the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services. CLA and the district agree that the foregoing sentence is not intended and shall not be construed to be a limitation of liability for the benefit of CLA nor an exculpatory clause for the benefit of CLA. CLA is and will remain liable to the district for CLA's negligence and gross negligence in the work that it performs under this MSA or under any SOW.

**Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](http://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

**Other Fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

**Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

**Limitation of remedies**

Each party agrees that in no event shall the other party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

**Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

**CLA shall be authorized to the following cash access services:**

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
  - Paper checks – we will prepare the checks for your approval and wet ink signature
  - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments
  - ACH/Wire – we will use this method as needed/as requested, with your approval

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above
- Take deposits to the bank that include cash
- If applicable, have access to cash-in-kind assets, such as coupons
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function

**Board of Directors' responsibilities relevant to CLA's access to your cash**

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments
- Approve all new vendors and customers added to the accounting system
- Approve non-recurring wires to external parties
- Pre-approve for recurring wires, then board of directors will ratify approval
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid

- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations

### **Other provisions**

Except as expressly permitted by the “Consent” section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 et seq., C.R.S. (“CORA”).

### **Insurance:**

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers’ Compensation Insurance
- B. Commercial General Liability Insurance
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability
- E. Network Security (Cyber) Liability Insurance

#### **F. Excess/Umbrella Liability Coverage**

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

#### **Annual Appropriation and Budget**

The district does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this MSA shall be construed or interpreted as a delegation of governmental powers by the district, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the district or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

#### **Governmental Immunity**

Nothing in this MSA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the district, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the district and, in particular, governmental immunity afforded or available to the district pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

#### **No Third-Party Beneficiaries**

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained



in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

### **Personal Identifying Information**

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. “Personal Identifying Information” means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver’s license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

**CLA agrees to report within twenty-four (24) hours to the district’s board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA “Data Security Incident” is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.**

### **Consent to use financial information**

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Fitzsimons Village Metro District No. 3 information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

### **Technology**

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Colorado law requires special districts to maintain websites and further requires that certain documents which may be prepared by CLA to be uploaded to those websites. CLA specifically acknowledges and agrees that the district may upload to its website any documents prepared by CLA for the district and further, that those documents may be used in public meetings hosted by or to which the district is a party.

**Counterpart Execution**

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**Electronic Signatures**

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**MSA Modification**

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

**Termination of MSA**

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

**Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

**CliftonLarsonAllen LLP**

Gigi Pangindian

Principal

(303) 265-7821

[gigi.pangindian@claconnect.com](mailto:gigi.pangindian@claconnect.com)

**Response**

This MSA correctly sets forth the understanding of Fitzsimons Village Metro District No. 3 and is accepted by:

CLA  
CLA

*Gigi Pangindian*

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Gigi Pangindian, Principal

SIGNED 11/7/2023, 9:03:56 AM CST

**Client**

Fitzsimons Village Metro District No. 3

SIGN:

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Suzanne Schlicht, President

DATE:

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## Special Districts Preparation Statement of Work

Date: November 7, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Fitzsimons Village Metro District No. 3 (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

### **Scope of professional services**

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

### **Ongoing normal accounting services:**

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
    - Detailed development fee records

- Process accounts payable including the preparation and issuance of checks for approval by the board of directors
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare quarterly financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Review claims for reimbursement from related parties prior to the board of directors' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
  - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW

- These procedures may not satisfy district policies, procedures, and agreements' requirements
  - Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
  - Be available during the year to consult with you on any accounting matters related to the district
  - Review and approve monthly reconciliations and journal entries prepared by staff
  - Reconcile complex accounts monthly and prepare journal entries
  - Analyze financial statements and present to management and the board of directors
  - Develop and track key business metrics as requested and review periodically with the board of directors
  - Document accounting processes and procedures
  - Continue process and procedure improvement implementation
  - Report on cash flows
  - Assist with bank communications
  - Perform other non-attest services

### **Compilation services**

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

### **Preparation services - financial statements**

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

### **Preparation services - annual**

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

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

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

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

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

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast. References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

**Engagement objectives and our responsibilities**

The objectives of our engagement are to:

- a) Prepare quarterly financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b) As requested, apply accounting and financial reporting expertise to assist you in the presentation of your quarterly financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c) Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d) Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material

modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.

- e) If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f) If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

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

#### **Engagement procedures and limitations**

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

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

#### **Our report**

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



purpose.

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

### **No assurance statements**

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

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

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

### **Management responsibilities**

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

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

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

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

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

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

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

### **Fees and terms**

Billing rates guaranteed through **December 31, 2024**:

<b>Services performed by</b>	<b>Rate per hour</b>
Principal	\$300-\$600
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$290
Senior	\$150-\$220
Staff	\$130-\$190
Administrative Support	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

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

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

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

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial

statements should not be relied on or distributed.

### **Municipal advisors**

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

### **Agreement**

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

### **CliftonLarsonAllen LLP**

Gigi Pangindian

Principal

(303) 265-7821

[gigi.pangindian@claconnect.com](mailto:gigi.pangindian@claconnect.com)

### **Response**

This SOW correctly sets forth the understanding of Fitzsimons Village Metro District No. 3 and is accepted by:

CLA  
CLA

*Gigi Pangindian*

---

Gigi Pangindian, Principal

SIGNED 11/7/2023, 9:10:49 AM MST

**Client**

Fitzsimons Village Metro District No. 3

SIGN:

---

Suzanne Schlicht, President

DATE:

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# Special Districts Public Management Services Statement of Work

Date: October 19, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Fitzsimons Village Metro District No. 3 (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

## **Scope of professional services**

Matt Urkoski is responsible for the performance of the engagement and other services identified in this agreement.

## **Scope of Management Services**

CLA will perform the following services for the district:

### **District Board of Directors (“Board”) Meetings**

- Coordination of board meetings
- Meeting attendance: district manager and/or designee will attend board meetings
- Preparation and distribution of agenda and informational materials as requested by the district
- Drafting of meeting minutes as assigned for approval by the board of directors
- Preparation and posting of notices required in conjunction with the meetings

### **Recordkeeping**

- Maintain directory of persons and organizations for correspondence
- Repository of district records and act as custodian of records for purposes of CORA (as that term is defined in the district’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 et seq., C.R.S.)

### **Communications**

- 24/7 answering services
- Website administration; CLA will oversee maintenance of the district's website as needed and requested by the district
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the district

### **General Administration**

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications
- Coordination of insurance policy renewals and updates for approval by the district's board of directors
- In collaboration with district counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district
- Under the direction of the board of directors, supervise project processes and vendors as assigned by the board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the district as directed by the board (CLA itself will not and cannot provide legal services)
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the district
- Coordinate the administration of the district's rules and regulations as requested by the board
- Under the direction of district legal counsel, coordinate election processes for the district; CLA will not serve as the Designated Election Official ("DEO")

### **Accounts Payable Services to be Provided**

- Coordinate review and approval of invoices with district accountant and board to ensure timely payment to vendors

In addition to these services, when, in the professional opinion of the district manager, other services are necessary, the district manager shall recommend the same to the board or perform such services and report to the board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.

## **Fees and terms**

### ***Billing rates guaranteed through December 31, 2024:***

<b>Services performed by</b>	<b>Rate per hour</b>
Principal	\$320-\$460
Public Manager	\$190-\$265
Assistant Public Manager	\$150-\$180
Public Management Analyst	\$145-\$170
District Administrator	\$140-\$180
Records Retention Professional	\$110-\$155

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

### **Municipal advisors**

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

### **Agreement**

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

**CliftonLarsonAllen LLP**



Matt Urkoski  
Principal  
303-265-7919  
matt.urkoski@CLAconnect.com

**Response**

This SOW correctly sets forth the understanding of Fitzsimons Village Metro District No. 3 and is accepted by:

**CLA**  
CliftonLarsonAllen LLP

*Matt Urkoski*

---

Matt Urkoski, Principal

**SIGNED** 10/19/2023, 2:36:42 PM EDT

**Client**  
Fitzsimons Village Metro District No. 3

SIGN:

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Suzanne Schlicht, President

DATE:

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Attached are the district's **2024 Workers' Compensation Board Member Only (BMO)** renewal documents, which includes the renewal invoice, payment instructions, declarations page, and certificates if applicable.

The minimum stipend per board member continues to be \$1,200 a year for each board member (i.e.: the minimum total stipend for five (5) board members is \$6,000). The annual minimum contribution remains the same at \$450.

**There are a couple of important dates to mark on your calendar:**

- By **October 20, 2023**, let us know if you would like to make any changes to the renewal coverage.
- By **January 1, 2024**, renewal payment is due.
- By **January 30, 2024**, WC coverage is subject to cancelation for non-payment. If the CSD Pool does not receive payment by January 30, 2024, Workers Compensation coverage will cancel for non-payment.

As a reminder, BMO coverage is designed only for work-related injuries and illness for board members while in the course and scope of their duties as board members, which are strictly administrative functions. If any of the following scenarios apply to your district, you must report it to us for proper classification:

- Non-administrative functions performed by any board member, such as occasionally working at a water/sewer, or other plant operations, helping with landscaping or maintenance, meter reading, plowing snow, and so forth.
- Entering into a contract with a party, whether verbally or written, to perform work for your district, when the party does not provide proof of his/her own workers' compensation insurance coverage.
- Hiring district employee(s).

Not reporting accurately may also affect prior years' coverages as the NCCI administrative rules allow for Audits to be conducted and reconciled for corrected contribution payments for the prior three (3) years.

It is important to note that board members are considered employees under the current Colorado Revised Statute while in the course and scope of their board member administrative duties; therefore, coverage is required unless the district opts out by filing a statement with the Colorado Division of Workers' Compensation no less than 45 days before the start of the coverage year along with an annual resolution adopted and signed by each board member. If the district decides to opt out, please send us a copy of the statement and resolution so that we can properly update our file and non-renew the district's coverage. **Please also note that opting out or canceling BMO coverage will lead to the loss of the 8% Multi Program Discount associated with the district's Property & Liability coverage.**

Finally, the district may qualify for the CSD Pool's SDA Conference Scholarship Program. The CSD Pool sponsors board members who have never attended a Special District Association of Colorado (SDA) Annual Conference in September.

Thank you for renewing your Workers' Compensation Board Member Only coverage with us. If you have any questions regarding your renewal, please do not hesitate to contact us.

**TCW Risk Management Renewal Team**

On behalf of Nikki Rickord & Sebastian Arulraj

303.872.1930 • [tcwinfo@tcwrm.com](mailto:tcwinfo@tcwrm.com)



If the recipient of this email is not the intended recipient or has otherwise received the email in error, please notify the sender immediately by return email and delete the original email (together with any copies of it) from the recipient computer system without retaining, using, or reproducing the email or its contents.

## Workers' Compensation Coverage Invoice

**District:** Fitzsimons Village Metropolitan District No. 1  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Broker:** TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage No.		Entity ID		Effective Date		Expiration Date		Invoice Date	
24WC-60098-0453		60098		1/1/2024		EOD 12/31/2024		8/14/2023	
Class Code	Description	No. of Employees		No. of Volunteers	2024 Rate	2024 Estimated Employee Payroll	2024 Estimated Volunteer Payroll	Estimated Manual Contribution	
		FT	PT						
8811	Board Member Coverage	0	0	5	0.75		\$6,000.00	\$45.00	

Manual Contribution:			\$45.00
Experience Modification:	×		1.00
Modified Contribution:	=		\$45.00
Minimum Contribution:			\$450.00
Contribution Volume Credit:	-		\$0.00
Designated Provider Discount:	-		\$0.00
Cost Containment Credit:	×		1.00
Manual Adjustment:	×		
Multi-Program Discount:	×		1.00
Estimated Annual Contribution:			\$450.00
Pro Rata Factor:	×		1.00
<b>Total Estimated Contribution:</b>	<b>=</b>		<b>\$450.00</b>
<b>Total Amount Due:</b>			<b>\$450.00</b>

**Estimated payroll is subject to yearend audit.**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

**Please remit to:** Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
billing@csdpool.org  
800-318-8870 ext. 3



## Workers' Compensation and Employer's Liability Declarations Page

**Coverage Number:** 24WC-60098-0453  
**Coverage Period:** 1/1/2024 — EOD 12/31/2024

**FEIN:** 75-3219475  
**Entity ID:** 60098

**Named Member:**  
 Fitzsimons Village Metropolitan District No. 1  
 c/o CliftonLarsonAllen LLP  
 8390 East Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111-2814

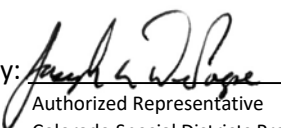
**Broker of Record:**  
 TCW Risk Management  
 384 Inverness Parkway  
 Suite 170  
 Englewood, CO 80112

**Coverage is provided for only those coverages and classifications indicated below.**

**State:** Colorado  
**Limits of Liability:** Coverage A Workers' Compensation Statutory  
 Coverage B Employer's Liability \$2,000,000  
**Annual Contribution:** \$450.00

Class	Description	2024 Estimated Employee Payroll	2024 Estimated Volunteer Payroll
8811	Board Member Coverage		\$6,000.00

This Declarations page is made and is mutually accepted by the Pool and Named Member subject to all terms that are made a part of the Workers' Compensation Coverage Document. This Declarations page represents only a brief summary of coverages. Please refer to the Coverage Document at [csdpool.org](http://csdpool.org) for actual coverages, terms, conditions, and exclusions. Named Member must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement.

Countersigned by:   
 Authorized Representative  
 Colorado Special Districts Property and Liability Pool

Date: 8/14/2023



## Payment Instructions

The contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:  
Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
1800 SW 1<sup>st</sup> Ave, Suite 400  
Portland, OR 97201

**To ensure that your payment is accurately applied, please always include a copy of the invoice.**

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60<sup>th</sup> day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at [sdaco.org](http://sdaco.org) for member information.

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.

<b>ADMINISTRATOR:</b> Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, Inc. PO Box 1539 Portland, OR 97207-1539	<b>CERTIFICATE NO.:</b> CERT-000401
	<b>DATE:</b> 8/14/2023
<b>NAMED MEMBER:</b> Fitzsimons Village Metropolitan District No. 1 c/o CliftonLarsonAllen LLP 8390 East Crescent Parkway, Suite 300 Greenwood Village, CO 80111-2814	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend, or alter the coverage afforded by the coverage documents listed herein.
	<b>COMPANIES AFFORDING COVERAGE</b>
	<b>COMPANY A:</b> Colorado Special Districts Property and Liability Pool <b>COMPANY B:</b> Safety National Casualty Corporation

### COVERAGES

This is to certify that the coverage documents listed herein have been issued to the Named Member herein for the coverage period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions, and exclusions of such coverage documents.

CO LTR	TYPE OF COVERAGE	LIMITS		COVERAGE NUMBER	EFFECTIVE DATE	EXPIRATION DATE
AB	Workers' Compensation	WC STATUTORY LIMITS		24WC-60098-0453	1/1/2024	EOD 12/31/2024
AB	Employer's Liability	EL EACH ACCIDENT	\$2,000,000			
		EL DISEASE – EACH EMPLOYEE	\$2,000,000			
		EL DISEASE – POLICY LIMIT	\$2,000,000			

**Description:**

*Subject to the terms and conditions of the Workers' Compensation Coverage Document.*

**Evidence of Coverage Only**
**CERTIFICATE HOLDER**

UMB Bank, N.A. / Attn: Corporate Trust  
 1670 Broadway  
 Denver, CO 80202

**CANCELLATION**

Should any of the above described coverages be canceled before the expiration date thereof, notice will be delivered in accordance with the coverage and policy for provisions.

**AUTHORIZED REPRESENTATIVE:** Joseph E. DePaepe



## **Renewal Documents and Invoice 1/1/2024 to EOD 12/31/2024**

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2024.

The following renewal documents are attached where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly. We have attached a Coverage Contribution instructions sheet which provides details about your payment.
2. Comparison of Annual Contributions.
3. Deductible Options:
  - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
  - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
5. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at [csdpool.org/documents](https://csdpool.org/documents) by January 1, 2024.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
8. Automobile identification cards: Hard copies will be mailed.





## Property and Liability Coverage Invoice

**Named Member:**

Fitzsimons Village Metropolitan District No. 2  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
24PL-60101-1078	60101	1/1/2024	EOD 12/31/2024	9/5/2023

Coverage	Contribution
General Liability	\$ 546.00
Crime	\$ 284.00
Non-Owned Auto Liability	\$ 132.00
Hired Auto Physical Damage	\$ 65.00
No-Fault Water Intrusion & Sewer Backup	\$ 35.00
Public Officials Liability	\$1,163.00
Pollution	\$ 0.00

<b>Total Contribution</b>	<b>\$2,225</b>
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**Please note: where included above, Hired Auto Physical Damage, Non-Owned Auto Liability, and No-Fault Water Intrusion & Sewer Backup are mandatory coverages and may not be removed.**

**The following discounts are applied (Not applicable to minimum contributions):**

7.06% Continuity Credit Discount

10% Direct Discount

8% Multi Program Discount for WC Program Participation

**Payment Due Upon Receipt**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

**Remit checks to:** Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
[billing@csdpool.org](mailto:billing@csdpool.org)  
800-318-8870 ext. 3



## Payment Instructions

The annual contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:  
Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, Inc.  
PO Box 1539  
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, Inc.  
1800 SW 1<sup>st</sup> Ave, Suite 400  
Portland, OR 97201

**To ensure that your payment is accurately applied, please always include a copy of the invoice.**

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60<sup>th</sup> day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at [sdaco.org](http://sdaco.org) for member information.

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.

**Annual Comparison of 2024 and 2023 contributions.**  
**Loss Ratios based on participation years from 2016 to 2023**

**Fitzsimons Village Metropolitan District No. 2**

Year	Contribution
2024	\$2,225.00
2023	\$2,223.00
Difference	\$2.00
% Difference	0.09%

General Liability	Contribution	TOE
Yr. 2024	\$546.00	\$22,094.00
Yr. 2023	\$546.00	\$22,094.00
Difference		NaN
% Difference		0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2024	\$132.00	0
Yr. 2023	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2024	\$284.00
Yr. 2023	\$282.00
Difference	\$2.00
% Difference	0.71%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2024	\$65.00	\$0.00
Yr. 2023	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2024	\$1,163.00	0
Yr. 2023	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2024	\$0.00	\$0.00
Yr. 2023	\$0.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2024	\$35.00
Yr. 2023	\$35.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%



## 2024 Excess Liability Options Proposal

### This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

**Named Member:** Fitzsimons Village Metropolitan District No. 2

**Certificate Number:** 24PL-60101-1078

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$330	\$330
\$2,000,000	\$570	\$570
\$3,000,000	\$810	\$810
\$4,000,000	\$1,020	\$1,020
\$5,000,000	\$1,250	\$1,250
\$6,000,000	\$1,500	\$1,500
\$7,000,000	\$1,750	\$1,750
\$8,000,000	\$2,000	\$2,000

**Note: This is not your Coverage Document. It was created solely for informational purposes.**  
9/5/2023



**Public Entity Liability and Auto Physical Damage Certificate Holder Declaration**

**Master Coverage Document Number:** CSD Pool CTC 01 01 24 and CSD Pool PEL 01 01 24

**Certificate Number:** 24PL-60101-1078

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Fitzsimons Village Metropolitan District No. 2  
 c/o CliftonLarsonAllen LLP  
 8390 E. Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
 384 Inverness Parkway  
 Suite 170  
 Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
<b>Public Entity Liability Coverage including:</b>	\$2,000,000	None		
General Liability	Included	None	None	\$546
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$35
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	No Coverage	No Coverage	N/A	No
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
<b>Auto Physical Damage</b>	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included

**Total Contribution** \$1,941

\*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

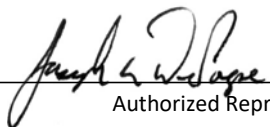
\*\*A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

\*\*A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

\*\*\*No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

**Additional Endorsements applicable to Member:**

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:  \_\_\_\_\_  
 Authorized Representative

**Crime Certificate Holder Declaration**

**Master Coverage Document Number:** J05931794  
**Certificate Number:** 24PL-60101-1078

**Insurer:** Federal Insurance Company (Chubb)  
**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Fitzsimons Village Metropolitan District No. 2  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Covered Designated Agent(s):**

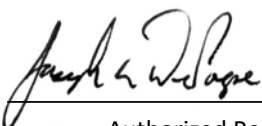
**Coverages and Limits:**

<b>Employee Theft:</b>	\$25,000
<ul style="list-style-type: none"> <li>· Limit is maximum for each loss</li> <li>· Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer.</li> <li>· Includes funds from a sponsored benefit plan.</li> </ul>	
<b>Public Official Faithful Performance of Duty:</b>	\$25,000
<b>Client Theft:</b>	\$25,000
<b>Forgery or Alteration:</b>	\$25,000
<b>On Premises:</b>	\$25,000
<b>In Transit:</b>	\$25,000
<b>Computer System Fraud:</b>	\$25,000
<b>Funds Transfer Fraud:</b>	\$25,000
<b>Debit, Credit or Charge Card Fraud:</b>	\$25,000
<b>Money Orders and Counterfeit Paper Currency Fraud:</b>	\$25,000
<b>Social Engineering Fraud:</b>	\$25,000
<b><u>Deductible(s):</u></b>	
<b>All Crime except Social Engineer Fraud:</b>	\$250
<b>Social Engineering Fraud:</b>	20% of Social Engineering Fraud Limit
<b><u>Contribution:</u></b>	\$284

**Policy Forms:**

PF-52815 (04/20)	The Chubb Primary <sup>SM</sup> Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.**

Countersigned by:   
 \_\_\_\_\_  
 Authorized Representative



## Identity Recovery Certificate Holder Declaration

**Master Coverage Policy Number:**

CSD 2009 CP IDR Form 01 01 21

**Insurer:**

The Hartford Steam Boiler Inspection  
and Insurance Company

**Certificate Number:** 24PL-60101-1078

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Fitzsimons Village Metropolitan District No. 2  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Member:**

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

**Coverage:**

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

**Annual Aggregate Limit per Member:      \$35,000**

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:**

<b>\$5,000</b>	Lost Wages and Child/Elder Care
<b>\$1,000</b>	Mental Health Counseling
<b>\$1,000</b>	Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

**Claims:** For Recovery Assistance and Counseling, please call 1-800-945-4617

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:

A handwritten signature in black ink, appearing to read "Joseph L. W. Page", is written over a horizontal line.

Authorized Representative



## Environmental Legal Liability Certificate Holder Declaration

**Master Policy Number:** ER00A9V23

**Certificate Number:** 24PL-60101-1078

**Named Member:**

Fitzsimons Village Metropolitan District No.

2

c/o CliftonLarsonAllen LLP

8390 E. Crescent Parkway, Suite 300

Greenwood Village, CO 80111

**Insurer:** Aspen Specialty Insurance Company

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Broker of Record:**

Highstreet TCW Risk Management

384 Inverness Parkway

Suite 170

Englewood, CO 80112

### Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. **Emergency Response:** Covers emergency response cost resulting from a
  - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
  - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
  
2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:**

\$1,000,000 Each Pollution Incident

\$5,000,000 Total Policy and Program Aggregate – Shared All Members

Sublimits: \$500,000 Environmental Crisis Aggregate

\$250,000 Business Interruption Aggregate

\$100,000 Perfluorinated Compounds Aggregate

**Member Deductible:**

\$1,000 Each Pollution Incident



**Retroactive Date:** January 1, 2009 (unless otherwise specified)  
**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

**Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

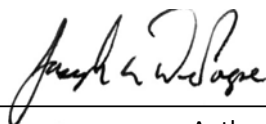
**Policy Forms:**

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

**Additional Endorsements Applicable to Named Member:**

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V23 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.**

Countersigned by:



Authorized Representative

**General Liability Schedule  
Metropolitan District**

**Policy Number:** 24PL-60101-1078  
**Named Member:** Fitzsimons Village Metropolitan  
District No. 2

**Coverage Period:** 1/1/2024 – EOD 12/31/2024  
**Broker:** Highstreet TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total	0.00	1/1/2024	12/31/2024
2	2-Number of Diving Boards	Total	0.00	1/1/2024	12/31/2024
3	3-Number of Water Slides	Total	0.00	1/1/2024	12/31/2024
4	4-Maximum Bond Issued	Dollars	0.00	1/1/2024	12/31/2024
5	5-Number of Bonds Issued	Total	0.00	1/1/2024	12/31/2024
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2024	12/31/2024
30	30-Number of EMT Personnel	Total	0.00	1/1/2024	12/31/2024
32	32-Paid Firefighters - Non-EMT	Total	0.00	1/1/2024	12/31/2024
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2024	12/31/2024
39	39-Pipe Line	Miles	0.00	1/1/2024	12/31/2024
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles	0.00	1/1/2024	12/31/2024
50	50-Number of Teachers	Total	0.00	1/1/2024	12/31/2024
70	70-Number of Golf Courses	Total	0.00	1/1/2024	12/31/2024
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2024	12/31/2024
98	98-Additional First Named Members	Total	0.00	1/1/2024	12/31/2024
105	105-Total Operating Expenses - Any other	Dollars	22,094.00	1/1/2024	12/31/2024
130	130-Total Operating Expenses - Park & Recreation	Dollars	0.00	1/1/2024	12/31/2024
131	131-Total Operating Expenses - Cemetery	Dollars	0.00	1/1/2024	12/31/2024
132	132-Total Operating Expenses - Soil & Water Conservation	Dollars	0.00	1/1/2024	12/31/2024

133	133-Total Operating Expenses - Pest Control	Dollars	0.00	1/1/2024	12/31/2024
134	134-Total Operating Expenses - Hospital / Health	Dollars	0.00	1/1/2024	12/31/2024
135	135-Total Operating Expenses - Drainage	Dollars	0.00	1/1/2024	12/31/2024
136	136-Total Operating Expenses - Library	Dollars	0.00	1/1/2024	12/31/2024
137	137-Total Operating Expenses - Water Control	Dollars	0.00	1/1/2024	12/31/2024
138	138-Total Operating Expenses - Fire / Ambulance	Dollars	0.00	1/1/2024	12/31/2024
139	139-Total Operating Expenses - Water	Dollars	0.00	1/1/2024	12/31/2024
140	140-Total Operating Expenses - Irrigation	Dollars	0.00	1/1/2024	12/31/2024
141	141-Total Operating Expenses - Sanitation	Dollars	0.00	1/1/2024	12/31/2024
142	142-Total Operating Expenses - Transit	Dollars	0.00	1/1/2024	12/31/2024
143	143-Total Operating Expenses - Improvement	Dollars	0.00	1/1/2024	12/31/2024
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2024	12/31/2024
215	215-Buildings & Premises Occupied by District	Sq. Ft.	0.00	1/1/2024	12/31/2024
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total	0.00	1/1/2024	12/31/2024
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2024	12/31/2024
331	331-Number of Paid Firefighters - Full-Time	Total		1/1/2024	12/31/2024
332	332-Number of Paid Firefighters - Part-Time	Total		1/1/2024	12/31/2024
333	333-Number of Volunteer Firefighters	Total		1/1/2024	12/31/2024
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2024	12/31/2024
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2024	12/31/2024
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2024	12/31/2024
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2024	12/31/2024
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2024	12/31/2024
345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2024	12/31/2024

348	348-Number of Board Members	Total	5.00	1/1/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total	0.00	1/1/2024	12/31/2024
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2024	12/31/2024
366	366-Total Payroll	Dollars	0.00	1/1/2024	12/31/2024
400	400-Number of Boats - Under 26'	Total	0.00	1/1/2024	12/31/2024
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL	0.00	1/1/2024	12/31/2024
414	414-Playground/parks (Area)	Acres	0.00	1/1/2024	12/31/2024
415	415-Number of Grandstands/Stadiums	Total	0.00	1/1/2024	12/31/2024
420	420-Vacant Land	Acres	0.00	1/1/2024	12/31/2024
450	450-Miles of Road Maintained	Miles	0.00	1/1/2024	12/31/2024
522	522-Number of Ponds, Lakes & Reservoirs	Total	0.00	1/1/2024	12/31/2024
550	550-Fire Department Area Served	Sq Miles	0.00	1/1/2024	12/31/2024
671	671-Number of Parks	Total	0.00	1/1/2024	12/31/2024
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
811	811-Number of Spillways	Total	0.00	1/1/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	22,094.00	1/1/2024	12/31/2024
924	924-Revenue from use of Swimming Pools	Dollars	0.00	1/1/2024	12/31/2024
925	925-Number of Swimming Pools	Total	0.00	1/1/2024	12/31/2024
945	945-Number of Sewage Taps	Total	0.00	1/1/2024	12/31/2024

946	946-Number of Water Mains or Connections	Total	0.00	1/1/2024	12/31/2024
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
948	948-Water Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total	0.00	1/1/2024	12/31/2024
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total	0.00	1/1/2024	12/31/2024
999	999-Prior Acts Coverage Under a Previous "Claims Made" Policy	Premium	0.00	1/1/2024	12/31/2024

**If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.**

## **Renewal Documents and Invoice 1/1/2024 to EOD 12/31/2024**

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2024.

The following renewal documents are attached where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly. We have attached a Coverage Contribution instructions sheet which provides details about your payment.
2. Comparison of Annual Contributions.
3. Deductible Options:
  - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
  - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
5. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at [csdpool.org/documents](https://csdpool.org/documents) by January 1, 2024.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
8. Automobile identification cards: Hard copies will be mailed.



## Property and Liability Coverage Invoice

**Named Member:**

Fitzsimons Village Metropolitan District No. 2  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
24PL-60101-1078	60101	1/1/2024	EOD 12/31/2024	9/5/2023

Coverage	Contribution
General Liability	\$ 546.00
Crime	\$ 284.00
Non-Owned Auto Liability	\$ 132.00
Hired Auto Physical Damage	\$ 65.00
No-Fault Water Intrusion & Sewer Backup	\$ 35.00
Public Officials Liability	\$1,163.00
Pollution	\$ 0.00

<b>Total Contribution</b>	<b>\$2,225</b>
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***Please note: where included above, Hired Auto Physical Damage, Non-Owned Auto Liability, and No-Fault Water Intrusion & Sewer Backup are mandatory coverages and may not be removed.***

***The following discounts are applied (Not applicable to minimum contributions):***

*7.06% Continuity Credit Discount*

*10% Direct Discount*

*8% Multi Program Discount for WC Program Participation*

**Payment Due Upon Receipt**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

**Remit checks to:** Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
[billing@csdpool.org](mailto:billing@csdpool.org)  
800-318-8870 ext. 3



## Payment Instructions

The annual contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:  
Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, Inc.  
PO Box 1539  
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, Inc.  
1800 SW 1<sup>st</sup> Ave, Suite 400  
Portland, OR 97201

**To ensure that your payment is accurately applied, please always include a copy of the invoice.**

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60<sup>th</sup> day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at [sdaco.org](http://sdaco.org) for member information.

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.



**Annual Comparison of 2024 and 2023 contributions.**  
**Loss Ratios based on participation years from 2016 to 2023**

**Fitzsimons Village Metropolitan District No. 2**

Year	Contribution
2024	\$2,225.00
2023	\$2,223.00
Difference	\$2.00
% Difference	0.09%

General Liability	Contribution	TOE
Yr. 2024	\$546.00	\$22,094.00
Yr. 2023	\$546.00	\$22,094.00
Difference		NaN
% Difference		0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2024	\$132.00	0
Yr. 2023	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2024	\$284.00
Yr. 2023	\$282.00
Difference	\$2.00
% Difference	0.71%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2024	\$65.00	\$0.00
Yr. 2023	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2024	\$1,163.00	0
Yr. 2023	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2024	\$0.00	\$0.00
Yr. 2023	\$0.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2024	\$35.00
Yr. 2023	\$35.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%



## 2024 Excess Liability Options Proposal

### This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

**Named Member:** Fitzsimons Village Metropolitan District No. 2

**Certificate Number:** 24PL-60101-1078

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$330	\$330
\$2,000,000	\$570	\$570
\$3,000,000	\$810	\$810
\$4,000,000	\$1,020	\$1,020
\$5,000,000	\$1,250	\$1,250
\$6,000,000	\$1,500	\$1,500
\$7,000,000	\$1,750	\$1,750
\$8,000,000	\$2,000	\$2,000

**Note: This is not your Coverage Document. It was created solely for informational purposes.**

9/5/2023



**Public Entity Liability and Auto Physical Damage Certificate Holder Declaration**

**Master Coverage Document Number:** CSD Pool CTC 01 01 24 and CSD Pool PEL 01 01 24

**Certificate Number:** 24PL-60101-1078

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Fitzsimons Village Metropolitan District No. 2  
 c/o CliftonLarsonAllen LLP  
 8390 E. Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
 384 Inverness Parkway  
 Suite 170  
 Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
<b>Public Entity Liability Coverage including:</b>	\$2,000,000	None		
General Liability	Included	None	None	\$546
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$35
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	No Coverage	No Coverage	N/A	No
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
<b>Auto Physical Damage</b>	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included

**Total Contribution** \$1,941

\*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

\*\*A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

\*\*A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

\*\*\*No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

**Additional Endorsements applicable to Member:**

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:  \_\_\_\_\_  
 Authorized Representative

**Crime Certificate Holder Declaration**

**Master Coverage Document Number:** J05931794  
**Certificate Number:** 24PL-60101-1078

**Insurer:** Federal Insurance Company (Chubb)  
**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Fitzsimons Village Metropolitan District No. 2  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Covered Designated Agent(s):**

**Coverages and Limits:**

<b>Employee Theft:</b>	\$25,000
<ul style="list-style-type: none"> <li>· Limit is maximum for each loss</li> <li>· Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer.</li> <li>· Includes funds from a sponsored benefit plan.</li> </ul>	
<b>Public Official Faithful Performance of Duty:</b>	\$25,000
<b>Client Theft:</b>	\$25,000
<b>Forgery or Alteration:</b>	\$25,000
<b>On Premises:</b>	\$25,000
<b>In Transit:</b>	\$25,000
<b>Computer System Fraud:</b>	\$25,000
<b>Funds Transfer Fraud:</b>	\$25,000
<b>Debit, Credit or Charge Card Fraud:</b>	\$25,000
<b>Money Orders and Counterfeit Paper Currency Fraud:</b>	\$25,000
<b>Social Engineering Fraud:</b>	\$25,000

**Deductible(s):**

<b>All Crime except Social Engineer Fraud:</b>	\$250
<b>Social Engineering Fraud:</b>	20% of Social Engineering Fraud Limit

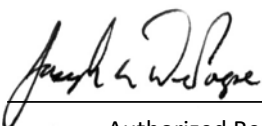
**Contribution:**

\$284

**Policy Forms:**

PF-52815 (04/20)	The Chubb Primary <sup>SM</sup> Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.**

Countersigned by:  \_\_\_\_\_  
Authorized Representative



**Identity Recovery Certificate Holder Declaration**

**Master Coverage Policy Number:**  
CSD 2009 CP IDR Form 01 01 21

**Insurer:**  
The Hartford Steam Boiler Inspection  
and Insurance Company

**Certificate Number:** 24PL-60101-1078

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**  
Fitzsimons Village Metropolitan District No. 2  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**  
Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Member:**  
All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

**Coverage:**  
Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

**Annual Aggregate Limit per Member:** \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:**

\$5,000	Lost Wages and Child/Elder Care
\$1,000	Mental Health Counseling
\$1,000	Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

**Claims:** For Recovery Assistance and Counseling, please call 1-800-945-4617

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:  \_\_\_\_\_  
Authorized Representative



## Environmental Legal Liability Certificate Holder Declaration

**Master Policy Number:** ER00A9V23

**Certificate Number:** 24PL-60101-1078

**Named Member:**

Fitzsimons Village Metropolitan District No.

2

c/o CliftonLarsonAllen LLP

8390 E. Crescent Parkway, Suite 300

Greenwood Village, CO 80111

**Insurer:** Aspen Specialty Insurance Company

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Broker of Record:**

Highstreet TCW Risk Management

384 Inverness Parkway

Suite 170

Englewood, CO 80112

### Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. **Emergency Response:** Covers emergency response cost resulting from a
  - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
  - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
  
2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:**

\$1,000,000 Each Pollution Incident

\$5,000,000 Total Policy and Program Aggregate – Shared All Members

Sublimits: \$500,000 Environmental Crisis Aggregate

\$250,000 Business Interruption Aggregate

\$100,000 Perfluorinated Compounds Aggregate

**Member Deductible:**

\$1,000 Each Pollution Incident

**Retroactive Date:** January 1, 2009 (unless otherwise specified)  
**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

**Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

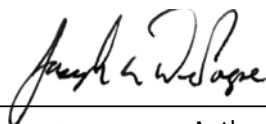
**Policy Forms:**

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

**Additional Endorsements Applicable to Named Member:**

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V23 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.**

Countersigned by:



Authorized Representative

**General Liability Schedule  
Metropolitan District**

**Policy Number:** 24PL-60101-1078  
**Named Member:** Fitzsimons Village Metropolitan District No. 2

**Coverage Period:** 1/1/2024 – EOD 12/31/2024  
**Broker:** Highstreet TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total	0.00	1/1/2024	12/31/2024
2	2-Number of Diving Boards	Total	0.00	1/1/2024	12/31/2024
3	3-Number of Water Slides	Total	0.00	1/1/2024	12/31/2024
4	4-Maximum Bond Issued	Dollars	0.00	1/1/2024	12/31/2024
5	5-Number of Bonds Issued	Total	0.00	1/1/2024	12/31/2024
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2024	12/31/2024
30	30-Number of EMT Personnel	Total	0.00	1/1/2024	12/31/2024
32	32-Paid Firefighters - Non-EMT	Total	0.00	1/1/2024	12/31/2024
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2024	12/31/2024
39	39-Pipe Line	Miles	0.00	1/1/2024	12/31/2024
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles	0.00	1/1/2024	12/31/2024
50	50-Number of Teachers	Total	0.00	1/1/2024	12/31/2024
70	70-Number of Golf Courses	Total	0.00	1/1/2024	12/31/2024
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2024	12/31/2024
98	98-Additional First Named Members	Total	0.00	1/1/2024	12/31/2024
105	105-Total Operating Expenses - Any other	Dollars	22,094.00	1/1/2024	12/31/2024
130	130-Total Operating Expenses - Park & Recreation	Dollars	0.00	1/1/2024	12/31/2024
131	131-Total Operating Expenses - Cemetery	Dollars	0.00	1/1/2024	12/31/2024
132	132-Total Operating Expenses - Soil & Water Conservation	Dollars	0.00	1/1/2024	12/31/2024



133	133-Total Operating Expenses - Pest Control	Dollars	0.00	1/1/2024	12/31/2024
134	134-Total Operating Expenses - Hospital / Health	Dollars	0.00	1/1/2024	12/31/2024
135	135-Total Operating Expenses - Drainage	Dollars	0.00	1/1/2024	12/31/2024
136	136-Total Operating Expenses - Library	Dollars	0.00	1/1/2024	12/31/2024
137	137-Total Operating Expenses - Water Control	Dollars	0.00	1/1/2024	12/31/2024
138	138-Total Operating Expenses - Fire / Ambulance	Dollars	0.00	1/1/2024	12/31/2024
139	139-Total Operating Expenses - Water	Dollars	0.00	1/1/2024	12/31/2024
140	140-Total Operating Expenses - Irrigation	Dollars	0.00	1/1/2024	12/31/2024
141	141-Total Operating Expenses - Sanitation	Dollars	0.00	1/1/2024	12/31/2024
142	142-Total Operating Expenses - Transit	Dollars	0.00	1/1/2024	12/31/2024
143	143-Total Operating Expenses - Improvement	Dollars	0.00	1/1/2024	12/31/2024
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2024	12/31/2024
215	215-Buildings & Premises Occupied by District	Sq. Ft.	0.00	1/1/2024	12/31/2024
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total	0.00	1/1/2024	12/31/2024
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2024	12/31/2024
331	331-Number of Paid Firefighters - Full-Time	Total		1/1/2024	12/31/2024
332	332-Number of Paid Firefighters - Part-Time	Total		1/1/2024	12/31/2024
333	333-Number of Volunteer Firefighters	Total		1/1/2024	12/31/2024
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2024	12/31/2024
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2024	12/31/2024
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2024	12/31/2024
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2024	12/31/2024
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2024	12/31/2024
345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2024	12/31/2024

348	348-Number of Board Members	Total	5.00	1/1/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total	0.00	1/1/2024	12/31/2024
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2024	12/31/2024
366	366-Total Payroll	Dollars	0.00	1/1/2024	12/31/2024
400	400-Number of Boats - Under 26'	Total	0.00	1/1/2024	12/31/2024
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL	0.00	1/1/2024	12/31/2024
414	414-Playground/parks (Area)	Acres	0.00	1/1/2024	12/31/2024
415	415-Number of Grandstands/Stadiums	Total	0.00	1/1/2024	12/31/2024
420	420-Vacant Land	Acres	0.00	1/1/2024	12/31/2024
450	450-Miles of Road Maintained	Miles	0.00	1/1/2024	12/31/2024
522	522-Number of Ponds, Lakes & Reservoirs	Total	0.00	1/1/2024	12/31/2024
550	550-Fire Department Area Served	Sq Miles	0.00	1/1/2024	12/31/2024
671	671-Number of Parks	Total	0.00	1/1/2024	12/31/2024
710	710-Dams - Class 1 - Low Hazard - Total Acre-Foot	Acre Ft.	0.00	1/1/2024	12/31/2024
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
720	720-Dams - Class 2 - Med Hazard - Total Acre-Foot	Acre Ft.	0.00	1/1/2024	12/31/2024
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
730	730-Dams - Class 3 - High Hazard - Total Acre-Foot	Acre Ft.	0.00	1/1/2024	12/31/2024
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
811	811-Number of Spillways	Total	0.00	1/1/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	22,094.00	1/1/2024	12/31/2024
924	924-Revenue from use of Swimming Pools	Dollars	0.00	1/1/2024	12/31/2024
925	925-Number of Swimming Pools	Total	0.00	1/1/2024	12/31/2024
945	945-Number of Sewage Taps	Total	0.00	1/1/2024	12/31/2024

946	946-Number of Water Mains or Connections	Total	0.00	1/1/2024	12/31/2024
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
948	948-Water Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total	0.00	1/1/2024	12/31/2024
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total	0.00	1/1/2024	12/31/2024
999	999-Prior Acts Coverage Under a Previous "Claims Made" Policy	Premium	0.00	1/1/2024	12/31/2024

**If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.**



## **Renewal Documents and Invoice 1/1/2024 to EOD 12/31/2024**

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2024.

The following renewal documents are attached where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly. We have attached a Coverage Contribution instructions sheet which provides details about your payment.
2. Comparison of Annual Contributions.
3. Deductible Options:
  - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
  - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
5. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at [csdpool.org/documents](https://csdpool.org/documents) by January 1, 2024.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
8. Automobile identification cards: Hard copies will be mailed.



## Property and Liability Coverage Invoice

**Named Member:**

Fitzsimons Village Metropolitan District No. 3  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
24PL-60110-2498	60110	1/1/2024	EOD 12/31/2024	10/31/2023

Coverage	Contribution
General Liability	\$546.00
Property	\$425.00
Crime	\$160.00
Non-Owned Auto Liability	\$132.00
Hired Auto Physical Damage	\$65.00
No-Fault Water Intrusion & Sewer Backup	\$35.00
Public Officials Liability	\$1,163.00
Pollution	\$0.00
<b>Total Contribution</b>	<b>\$2,526.00</b>

Estimated Annualized Contribution (for budgeting purposes only) \$2,526.00

**Please note: where included above, Hired Auto Physical Damage and Non-Owned Auto Liability are mandatory coverages and may not be removed. No-Fault Water Intrusion & Sewer Backup coverage may only be removed with completion of the No-Fault Opt Out Endorsement.**

**The following discounts are applied (Not applicable to minimum contributions):**

4.83% Continuity Credit Discount

10% Direct Discount

8% Multi Program Discount for WC Program Participation

**Payment Due Upon Receipt**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

**Remit checks to:** Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
billing@csdpool.org  
800-318-8870 ext. 3



## Payment Instructions

The annual contribution for coverage with the Pool is due upon receipt of this invoice. We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207

For express or overnight mail services, please use the address below:

[Our office is moving December 1, 2023, so we have two addresses for a short time:](#)

[Use our current address until November 30, 2023:](#)

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
1800 SW 1<sup>st</sup> Ave, Suite 400  
Portland, OR 97201

[Starting December 1, 2023, use the following address:](#)

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
5400 Meadows Road, Suite 240  
Lake Oswego, OR 97035

**To ensure your payment is accurately applied, always include a copy of the invoice.**

3. Wire or ACH transfer from your own bank account. Let us know if you wish to use this method and we will be happy to provide you with the instructions.

In accordance with the Intergovernmental Agreement (IGA), you have sixty (60) days after the due date shown on the invoice to make your contribution payment. If you fail to make payment, automatic cancellation of coverage will occur on the 61<sup>st</sup> day. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at [sdaco.org](http://sdaco.org) for member information.

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.

**Annual Comparison of 2024 and 2023 contributions.**  
**Loss Ratios based on participation years from 2016 to 2023**

**Fitzsimons Village Metropolitan District No. 3**

Year	Contribution
2024	\$2,526.00
2023	\$2,524.00
Difference	\$2.00
% Difference	0.08%

General Liability	Contribution	TOE
Yr. 2024	\$546.00	\$92,669.00
Yr. 2023	\$546.00	\$58,831.00
Difference		NaN
% Difference		0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2024	\$132.00	0
Yr. 2023	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2024	\$160.00
Yr. 2023	\$158.00
Difference	\$2.00
% Difference	1.27%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2024	\$65.00	\$0.00
Yr. 2023	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2024	\$1,163.00	0
Yr. 2023	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2024	\$425.00	\$7,378.00
Yr. 2023	\$425.00	\$7,234.00
Difference	\$0.00	\$144.00
% Difference	0.00%	1.99%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2024	\$35.00
Yr. 2023	\$35.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%



### Deductible Options

#### Fitzsimons Village Metropolitan District No. 3

Based on Coverage 24PL-60110-2498 data as of 10/31/2023

Auto Liability	
	\$2,526.00

General Liability	
\$0.00	\$546.00
\$500.00	\$546.00
\$1,000.00	\$546.00
\$2,500.00	\$546.00
\$5,000.00	\$546.00
\$7,500.00	\$546.00
\$10,000.00	\$546.00

Auto Physical Damage	
Comprehensive and Collision Deductibles	
Both	\$2,526.00

Property	
Property and Inland Marine Deductibles (IM Max	
Both \$250.00	\$425.00
Both \$500.00	\$425.00
Both \$1,000.00	\$425.00
Both \$2,500.00	\$425.00
Both \$5,000.00	\$425.00
Property \$7,500.00	\$425.00
Property \$10,000.00	\$425.00
Property \$25,000.00	\$425.00
Property \$50,000.00	\$425.00
Property \$100,000.00	\$425.00
\$5,000)	



No-Fault	
\$500.00	\$35.00
\$1,000.00	\$35.00
\$2,500.00	\$35.00
\$5,000.00	\$35.00
\$7,500.00	\$35.00

Public Officials Liability	
<b>EPLI \$100,000 &amp;:</b>	
POL \$1,000.00	\$1,163.00
POL \$2,500.00	\$1,163.00
POL \$5,000.00	\$1,163.00
POL \$7,500.00	\$1,163.00
POL \$10,000.00	\$1,163.00
<b>POL \$1,000 &amp;:</b>	
EPLI \$5,000.00	\$2,377.00
EPLI \$7,500.00	\$2,122.00
EPLI \$10,000.00	\$1,866.00
EPLI \$25,000.00	\$1,354.00
EPLI \$50,000.00	\$1,163.00
EPLI \$100,000.00	\$1,163.00

Equipment Breakdown	
	\$2,526.00



## 2024 Excess Liability Options Proposal

### This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

**Named Member:** Fitzsimons Village Metropolitan District No. 3

**Certificate Number:** 24PL-60110-2498

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$330	\$330
\$2,000,000	\$570	\$570
\$3,000,000	\$810	\$810
\$4,000,000	\$1,020	\$1,020
\$5,000,000	\$1,250	\$1,250
\$6,000,000	\$1,500	\$1,500
\$7,000,000	\$1,750	\$1,750
\$8,000,000	\$2,000	\$2,000

**Note: This is not your Coverage Document. It was created solely for informational purposes.**

10/31/2023



**Public Entity Liability and Auto Physical Damage Certificate Holder Declaration**

**Master Coverage Document Number:** CSD Pool CTC 01 01 24 and CSD Pool PEL 01 01 24

**Certificate Number:** 24PL-60110-2498

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Fitzsimons Village Metropolitan District No. 3  
 c/o CliftonLarsonAllen LLP  
 8390 E. Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
 384 Inverness Parkway  
 Suite 170  
 Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
<b>Public Entity Liability Coverage including:</b>	\$2,000,000	None		
General Liability	Included	None	None	\$546
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$35
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	No Coverage	No Coverage	N/A	No
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
<b>Auto Physical Damage</b>	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included

**Total Contribution** \$1,941

\*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

\*\*A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

\*\*A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

\*\*\*No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

**Additional Endorsements applicable to Member:**

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:  \_\_\_\_\_  
 Authorized Representative



### Property Certificate Holder Declaration

**Master Coverage Document Number:** CSD Pool CTC 01 01 24 and CSD Pool Property 01 01 24

**Certificate Number:** 24PL-60110-2498

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Fitzsimons Village Metropolitan District No. 3  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Limit of Coverage per Occurrence:**

\$7,378 Reported Buildings, Business Personal Property, Other Scheduled Items, Outdoor Property and EDP per Schedule.

\$250,000 Business Income including Extra Expense/Rental Income sublimit unless a higher amount is specified on Schedule.

\$ Inland Marine Scheduled items.

\$0 Excess of \$2,000,000 Earthquake Limit per occurrence and annual aggregate per Property Schedule.

\$0 Excess of \$2,000,000 Flood Limit per occurrence and annual aggregate per Property Schedule.  
Flood Zone A and Flood Zone V are subject to an all member combined limit of \$60,000,000 per occurrence and annual aggregate.

**Locations Covered:**

Per Schedules on file. Property in Course of Construction must be shown on the Schedule to be covered.

**Report of Values:**

Annual Statement of Values must be submitted and additions/deletions are to be reported as they occur.

**Perils Covered:**

Risk of Direct Physical Loss subject to the terms, conditions, and exclusions in the Master Property Coverage Document.

**Deductibles:**

\$1,000 Per Occurrence, except where noted on Member's Schedules

Earthquake - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.

Flood - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.

**Contribution:**

\$425

**Additional Endorsements applicable to Member:**

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Property Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:

Authorized Representative

**Crime Certificate Holder Declaration**

**Master Coverage Document Number:** J05931794  
**Certificate Number:** 24PL-60110-2498

**Insurer:** Federal Insurance Company (Chubb)  
**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Fitzsimons Village Metropolitan District No. 3  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Covered Designated Agent(s):**

**Coverages and Limits:**

<b>Employee Theft:</b>	\$10,000
<ul style="list-style-type: none"> <li>· Limit is maximum for each loss</li> <li>· Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer.</li> <li>· Includes funds from a sponsored benefit plan.</li> </ul>	
<b>Public Official Faithful Performance of Duty:</b>	\$10,000
<b>Client Theft:</b>	\$10,000
<b>Forgery or Alteration:</b>	\$10,000
<b>On Premises:</b>	\$10,000
<b>In Transit:</b>	\$10,000
<b>Computer System Fraud:</b>	\$10,000
<b>Funds Transfer Fraud:</b>	\$10,000
<b>Debit, Credit or Charge Card Fraud:</b>	\$10,000
<b>Money Orders and Counterfeit Paper Currency Fraud:</b>	\$10,000
<b>Social Engineering Fraud:</b>	\$10,000

**Deductible(s):**

<b>All Crime except Social Engineer Fraud:</b>	\$250
<b>Social Engineering Fraud:</b>	20% of Social Engineering Fraud Limit

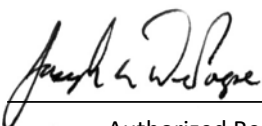
**Contribution:**

\$160

**Policy Forms:**

PF-52815 (04/20)	The Chubb Primary <sup>SM</sup> Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.**

Countersigned by:  \_\_\_\_\_  
Authorized Representative



**Identity Recovery Certificate Holder Declaration**

**Master Coverage Policy Number:**  
CSD 2009 CP IDR Form 01 01 21

**Insurer:**  
The Hartford Steam Boiler Inspection  
and Insurance Company

**Certificate Number:** 24PL-60110-2498

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**  
Fitzsimons Village Metropolitan District No. 3  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**  
Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**Member:**  
All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

**Coverage:**  
Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

**Annual Aggregate Limit per Member:** \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:**

\$5,000	Lost Wages and Child/Elder Care
\$1,000	Mental Health Counseling
\$1,000	Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

**Claims:** For Recovery Assistance and Counseling, please call 1-800-945-4617

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:  \_\_\_\_\_  
Authorized Representative



## Environmental Legal Liability Certificate Holder Declaration

**Master Policy Number:** ER00A9V24

**Certificate Number:** 24PL-60110-2498

**Named Member:**

Fitzsimons Village Metropolitan District No.

3

c/o CliftonLarsonAllen LLP

8390 E. Crescent Parkway, Suite 300

Greenwood Village, CO 80111

**Insurer:** Aspen Specialty Insurance Company

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Broker of Record:**

Highstreet TCW Risk Management

384 Inverness Parkway

Suite 170

Englewood, CO 80112

### Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. **Emergency Response:** Covers emergency response cost resulting from a
  - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
  - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
  
2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:**           \$1,000,000 Each Pollution Incident  
   \$5,000,000 Total Policy and Program Aggregate – Shared All Members  
   Sublimits:   \$500,000 Environmental Crisis Aggregate  
   \$250,000 Business Interruption Aggregate  
   \$100,000 Perfluorinated Compounds Aggregate

**Member Deductible:**       \$1,000 Each Pollution Incident

**Retroactive Date:** January 1, 2009 (unless otherwise specified)  
**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

**Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

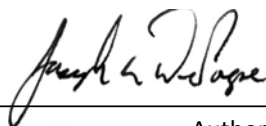
**Policy Forms:**

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

**Additional Endorsements Applicable to Named Member:**

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V23 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.**

Countersigned by:



Authorized Representative



**Terrorism, Sabotage and Malicious Attack Certificate Holder Declaration**

**Master Coverage Policy Number:**

TER P 004 CW (06/11) physical loss or damage  
33HIS00151 Terrorism Combined Liability  
TER P0027CW (05/17) Malicious Attack  
10/17 Malicious Attack combined liability

**Insurer:**

Lloyds, Hiscox Syndicate 33

**Certificate Number:** 24PL-60110-2498

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Fitzsimons Village Metropolitan District No. 3  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

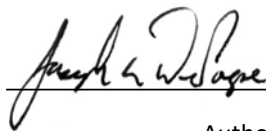
Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage for All CSD Pool Members combined	Per Occurrence Limit	Annual Aggregate Limit	Deductible
<b>All Coverages Combined</b>	n/a	<b>\$105,000,000</b>	n/a
Terrorism and Sabotage – Physical Loss or Damage	\$100,000,000	\$100,000,000	\$10,000
Terrorism – Combined Liability	\$10,000,000	\$10,000,000	\$10,000
Malicious Attack – Physical Loss or Damage & Combined Liability	\$5,000,000	\$5,000,000	\$5,000
<i>Malicious Attack Sub-limits applicable:</i>			
Prevention or Restriction of Access	\$2,500,000	\$2,500,000	\$5,000
Utilities	\$2,500,000	\$2,500,000	\$5,000
Personal Accident Costs	\$250,000	\$250,000	\$5,000
Crisis Management Costs	\$250,000	\$250,000	\$5,000

**Report all Claims to:** Phone: (800) 318-8870, ext. 1  
Email: claims@csdpool.org

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Terrorism, Sabotage and Malicious Attack Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:



Authorized Representative

**General Liability Schedule  
Metropolitan District**

**Policy Number:** 24PL-60110-2498  
**Named Member:** Fitzsimons Village Metropolitan  
District No. 3

**Coverage Period:** 1/1/2024 – EOD 12/31/2024  
**Broker:** Highstreet TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total	0.00	1/1/2024	12/31/2024
2	2-Number of Diving Boards	Total	0.00	1/1/2024	12/31/2024
3	3-Number of Water Slides	Total	0.00	1/1/2024	12/31/2024
4	4-Maximum Bond Issued	Dollars	7,155,000.00	1/1/2024	12/31/2024
5	5-Number of Bonds Issued	Total	3.00	1/1/2024	12/31/2024
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2024	12/31/2024
30	30-Number of EMT Personnel	Total	0.00	1/1/2024	12/31/2024
32	32-Paid Firefighters - Non-EMT	Total	0.00	1/1/2024	12/31/2024
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2024	12/31/2024
39	39-Pipe Line	Miles	0.00	1/1/2024	12/31/2024
42	42-Pipe Line - Sewer	Miles	0.00	1/1/2024	12/31/2024
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles	0.00	1/1/2024	12/31/2024
50	50-Number of Teachers	Total	0.00	1/1/2024	12/31/2024
70	70-Number of Golf Courses	Total	0.00	1/1/2024	12/31/2024
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2024	12/31/2024
98	98-Additional First Named Members	Total	0.00	1/1/2024	12/31/2024
105	105-Total Operating Expenses - Any other	Dollars	92,669.00	1/1/2024	12/31/2024
130	130-Total Operating Expenses - Park & Recreation	Dollars	0.00	1/1/2024	12/31/2024
131	131-Total Operating Expenses - Cemetery	Dollars	0.00	1/1/2024	12/31/2024

132	132-Total Operating Expenses - Soil & Water Conservation	Dollars	0.00	1/1/2024	12/31/2024
133	133-Total Operating Expenses - Pest Control	Dollars	0.00	1/1/2024	12/31/2024
134	134-Total Operating Expenses - Hospital / Health	Dollars	0.00	1/1/2024	12/31/2024
135	135-Total Operating Expenses - Drainage	Dollars	0.00	1/1/2024	12/31/2024
136	136-Total Operating Expenses - Library	Dollars	0.00	1/1/2024	12/31/2024
137	137-Total Operating Expenses - Water Control	Dollars	0.00	1/1/2024	12/31/2024
138	138-Total Operating Expenses - Fire / Ambulance	Dollars	0.00	1/1/2024	12/31/2024
139	139-Total Operating Expenses - Water	Dollars	0.00	1/1/2024	12/31/2024
140	140-Total Operating Expenses - Irrigation	Dollars	0.00	1/1/2024	12/31/2024
141	141-Total Operating Expenses - Sanitation	Dollars	0.00	1/1/2024	12/31/2024
142	142-Total Operating Expenses - Transit	Dollars	0.00	1/1/2024	12/31/2024
143	143-Total Operating Expenses - Improvement	Dollars	0.00	1/1/2024	12/31/2024
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2024	12/31/2024
215	215-Buildings & Premises Occupied by District	Sq. Ft.	0.00	1/1/2024	12/31/2024
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total	0.00	1/1/2024	12/31/2024
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2024	12/31/2024
331	331-Number of Paid Firefighters - Full-Time	Total	0.00	1/1/2024	12/31/2024
332	332-Number of Paid Firefighters - Part-Time	Total	0.00	1/1/2024	12/31/2024
333	333-Number of Volunteer Firefighters	Total	0.00	1/1/2024	12/31/2024
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2024	12/31/2024
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2024	12/31/2024
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2024	12/31/2024
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2024	12/31/2024
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2024	12/31/2024

345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2024	12/31/2024
348	348-Number of Board Members	Total	5.00	1/1/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total	0.00	1/1/2024	12/31/2024
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2024	12/31/2024
366	366-Total Payroll	Dollars	0.00	1/1/2024	12/31/2024
400	400-Number of Boats - Under 26'	Total	0.00	1/1/2024	12/31/2024
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL	0.00	1/1/2024	12/31/2024
414	414-Playground/parks (Area)	Acres	0.00	1/1/2024	12/31/2024
415	415-Number of Grandstands/Stadiums	Total	0.00	1/1/2024	12/31/2024
420	420-Vacant Land	Acres	0.00	1/1/2024	12/31/2024
450	450-Miles of Road Maintained	Miles	0.00	1/1/2024	12/31/2024
522	522-Number of Ponds, Lakes & Reservoirs	Total	0.00	1/1/2024	12/31/2024
550	550-Fire Department Area Served	Sq Miles	0.00	1/1/2024	12/31/2024
671	671-Number of Parks	Total	0.00	1/1/2024	12/31/2024
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
811	811-Number of Spillways	Total	0.00	1/1/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	67,272.00	1/1/2024	12/31/2024
924	924-Revenue from use of Swimming Pools	Dollars	0.00	1/1/2024	12/31/2024
925	925-Number of Swimming Pools	Total	0.00	1/1/2024	12/31/2024

945	945-Number of Sewage Taps	Total	0.00	1/1/2024	12/31/2024
946	946-Number of Water Mains or Connections	Total	0.00	1/1/2024	12/31/2024
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
948	948-Water Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total	0.00	1/1/2024	12/31/2024
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total	0.00	1/1/2024	12/31/2024
999	999-Prior Acts Coverage Under a Previous “Claims Made” Policy	Premium	0.00	1/1/2024	12/31/2024

**If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.**

**Property Schedule**

Coverage Period: 1/1/2024-EOD 12/31/2024

**Named Member:**

Fitzsimons Village Metropolitan District No. 3

**Broker:**

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

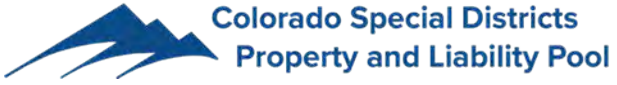
Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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<b>Location / Premise#</b>		<b>Unique#</b>	PROP-00113583	Not Assigned	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$212	\$	\$
20 Parking/No Parking Signs	<b>Year Built:</b>			<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00			
Colfax Ave., 14th Ave., N. Uvalda St. Promenade	<b>Sq. Feet:</b>			<b>County:</b>	Arapahoe	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00		
							<b>Business Inc:</b>	\$ 0.00			
Aurora, CO 80011	<b># Stories</b>			<b>Flood Zone:</b>	Zone X		<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b>			<b>Excess Flood Applies:</b>			<b>Otherwise Classified:</b>	\$3,689.00			

<b>Location / Premise#</b>		<b>Unique#</b>	PROP-00113582	Not Assigned	2	Replacement	<b>Buildings:</b>	\$ 0.00	\$212	\$	\$
2 Flowerbeds	<b>Year Built:</b>			<b>Term:</b>	1/1/2024 to 12/31/2024		<b>Contents:</b>	\$ 0.00			
N and S Side of Promenade	<b>Sq. Feet:</b>			<b>County:</b>	Arapahoe	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00		
							<b>Business Inc:</b>	\$ 0.00			
Aurora, CO 80011	<b># Stories</b>			<b>Flood Zone:</b>	Zone X		<b>UG Pipes:</b>	\$ 0.00			
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b>			<b>Excess Flood Applies:</b>			<b>Otherwise Classified:</b>	\$3,689.00			

Totals:	<b>Buildings:</b>	\$0.00	\$424.00	\$0.00	\$0.00
	<b>Contents:</b>	\$0.00			
	<b>EDP:</b>	\$0.00			
	<b>Business Inc:</b>	\$0.00			
	<b>UG Pipes:</b>	\$0.00			
	<b>Otherwise Classified:</b>	\$7,378.00			

Minimum Property Contribution: \$425



**Property Schedule**

**Coverage Period:** 1/1/2024-EOD 12/31/2024

**Named Member:**

Fitzsimons Village Metropolitan District No. 3

**Broker:**

Highstreet TCW Risk Management

**Per Occurrence Deductible:** \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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# CERTIFICATE OF COVERAGE

Certificate Number CERT-004423
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<b>ADMINISTRATOR</b> Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED MEMBER</b> Fitzsimons Village Metropolitan District No. 3 c/o CliftonLarsonAllen LLP 8390 East Crescent Parkway, Suite 300 Greenwood Village, CO 80111-2814	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

### COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	24PL-60110-2498	01/01/24	12/31/24	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.			Each Occurrence*	\$2,000,000
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property <input type="checkbox"/>					

Description:  
Evidence of Coverage.

<b>CERTIFICATE HOLDER</b>  UMB Bank, N.A. John.Wahl@umb.com  1670 Broadway Denver, CO 80202	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.  AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe Date: October 31, 2023
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# CERTIFICATE OF COVERAGE

Certificate Number CERT-007163
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<b>ADMINISTRATOR</b> Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED MEMBER</b> Fitzsimons Village Metropolitan District No. 3 c/o CliftonLarsonAllen LLP 8390 East Crescent Parkway, Suite 300 Greenwood Village, CO 80111-2814	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

### COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	24PL-60110-2498	01/01/24	12/31/24	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.			Each Occurrence*	\$2,000,000
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property <input type="checkbox"/>					

Description:

<b>CERTIFICATE HOLDER</b>  To Whom It May Concern	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.
	AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe Date: October 31, 2023

## 2024 CSD Pool General Coverage Notes

### Drones

We are seeing many Districts either purchase or entertain purchasing Drones. The CSD Pool now offers coverage. To trigger liability coverage, subject to a \$200,000 sublimit, for member owned drones, we will want to add the number of drones to the GL Schedule to account for the liability at no cost. If you would like physical damage for the Drone itself, you must add the drone to the inland marine schedule subject to a maximum limit of \$25,000. Please contact us if you have or are considering purchasing one, so that we may help you secure the appropriate Coverage.

### Property Coverages:

Property Coverage applies only at the locations listed on the policy. Verify that all locations at which you have property are listed in the declarations.

If an item or location is not listed on the policy, there is no coverage

The limit of insurance is the amount you have listed on your schedule. Verify the limits of insurance for all lines of coverage (Building, Contents - to include tenant improvements if required in contract, Outdoor Property, EDP – Computer, and Business Income) are enough to cover a total loss to that item.

The sublimit for outdoor property includes \$25,000 for Outdoor Property (permanently affixed structures or equipment) that is within 1,000 feet of a scheduled premise. Outdoor property includes exterior signs attached or detached, lighting, fences, flagpoles, pavilions, park/playground entities, paved walkways, driveways or parking lots. The valuation for this property is actual cash value. To have replacement cost valuation, the outdoor property must be scheduled on the property policy.

When scheduling property, keep in mind that items such as excavation, dirt work, and landscape mulch are not covered property or expenses. They are excluded under the land and land improvements exclusion.

Consider increasing property values

Due to the recent spike in labor and material cost to the state of Colorado, we would recommend you consider increasing your property values to account for these increases and to help assure that in the event of a loss, your property is adequately covered.

Computer Coverage is provided with a \$250,000 sublimit for any scheduled location. If you have more than \$250,000 of computer equipment, please let us know so that we can help you address the coverage. If you have less than \$250,000, you should not be scheduling the equipment as it may have a limiting effect on coverage. Sublimit for Member Personal Computer/Computing Equipment - \$1,500 Sublimit with a \$10,000 aggregate.



Equipment Breakdown coverage is automatically included for scheduled buildings and business personal property. Coverage applies to outdoor property (NOC-not otherwise classified) only when specified on the schedule. If your outdoor property has electrical components please check the field "NOC Equipment Breakdown Applies" when updating your 2024 schedule. Please contact us if you need help with your property schedule.

Loss of Income and Extra Expense coverage is provided with a \$250,000 sublimit. If damage to one of your properties could cause you to lose in excess of \$250,000 of revenue or would increase your operating costs by over \$250,000, please let us know so that we can help you address the coverage.

#### Roofs and Hail

The Pool policy carries a 2% deductible for property losses caused by hail. Your deductible will be 2% of the value of the damaged property with a \$5,000 minimum and \$50,000 maximum deductible. For any real property over \$25,000,000 – deductible is \$75,000.

The Pool is offering a deductible buy down option to a flat \$5,000 hail deductible. For pricing, please let us know (last year it was about a 30% surcharge to building and not otherwise classified property premiums).

The Pool policy has a cosmetic damage waiver. The endorsement waives coverage for claims involving wind and hail damage to a roof that suffers only cosmetic damage. Cosmetic damage refers to scuffs and dents that do not affect the structural integrity of your roof and are not visible to patrons of your facility.

If the age of your District's roof exceeds the manufacturer's expected usage warranty, the Pool will assess the value of the roof on Actual Cash Value. Actual Cash Value is the cost to replace the roof less depreciation.

The Pool is adding a building vacancy provision to the property policy. The provision states losses to buildings that are vacant for more than 60 days will be valued at Actual Cash Value unless reasonable steps are taken to maintain heat in the building or the building was winterized prior to becoming vacant.

The Excess/Umbrella Liability policy does not provide coverage for damage to property owned by the District.

Flood coverage and additional flood coverage is available. Consider the Stafford Act when considering higher flood limits and whether or not to cover specific property. If you sustained flood damage, paid for by FEMA, the Act may prevent future FEMA payments should you incur damage to uninsured property for a second time.

There is a lot of development and construction in Colorado. Property in the course of construction is not automatically covered. If you have this exposure, please let us know so that we can help you obtain the appropriate coverage.

#### Inland Marine/Auto Coverages:

Any vehicle or piece of equipment that is licensed for use on the road needs to be scheduled on the Auto policy – in lieu of the Inland Marine policy. Please verify that all pieces of equipment such as Snowplows, ATVs, UTVs, etc. are itemized on the appropriate auto or inland marine schedule.



#### Auto Physical Damage Deductibles:

For Comprehensive and/or Collision claims, involving losses to more than 5 vehicles in a single occurrence, the deductible for the loss will be limited to the deductibles on the 5 vehicles with the largest deductibles.

#### Crime and Employee Dishonesty Coverage:

We find that many districts have elected to carry minimal limits (\$5,000 or \$10,000) of Employee Dishonesty Coverage. We are seeing a sharp increase in claims in this area and often these limits turn out to be too low. We highly recommend an increase in limits to a minimum of \$100,000.

For those with budgets in excess of \$1,000,000 we can provide you with a tool to help determine appropriate limits. Please contact us if you would like to review your Limit.

Third Party Accounting and Bookkeeping Services. Many Districts do not have employees, but instead employ a third party / independent contractor to handle their financials. As the service does not qualify as an employee, the POOLs Employee Dishonesty coverage will not cover the loss. The District needs to be sure the third party / independent contractor has their own Crime coverage in place, with Third-Party coverage for the District's protection. NOTE: There is no coverage for the entity owner, only for employees of the third party / independent contractor.

If you are dealing with a one-person operation, a 'Designated Agent Addendum' is available through the POOL that can be added to the existing Crime policy, to provide protection from loss by the third party / independent contractor. The additional contribution to add the Designated Agent Addendum to the Crime policy starts at \$350 minimum. In order for the POOL to consider eligibility and provide a formal quote, they require a Designated Agent Questionnaire.

Fraudulent Impersonation Coverage sometimes referred to as Social Engineering pays for the voluntary parting of money and securities caused by fraudulent instruction. The limit for this coverage is the same as the employee dishonesty limit up to \$250,000. The deductible for this coverage is substantial at 20% of the Fraudulent Impersonation Limit.



### Liability Coverages:

The Liability policy has a sublimit for Securities Claims. The annual limit is \$1,250,000 and that limit is reduced by the cost of defense.

Excess Liability – this coverage increases the limit of insurance available in any one occurrence for Liability Claims, Public Officials Liability Claims, Employment Practices Liability Claims, and Auto Liability Claims.

Employment Practices Liability - –Similar to Crime Coverage, we are seeing an increase in claim activity from Employment Related Practices claims. The CSD Pool deductible is 50% of both loss and defense costs up to the point your portion reaches the deductible on your declarations page – Per Occurrence. The standard deductible is 50% up to \$100,000. We recommend consideration of lower deductible options.

No Fault Water and Sewer Back Up – Coverage includes a per residence/commercial occupancy limit of \$10,000 with a \$200,000 per occurrence aggregate limit. An all Member Pool coverage aggregate of \$1,000,000 also applies.

The CSD Pool has also contracted with ServPro to help homeowners address backups to their homes. ServPro is offering preferred pricing and expedited response services to CSD Pool customers. For information on this program, please contact us.

Pollution Liability – Water and Sewer Lines. If you want coverage for the release of pollutants from water or sewer lines, the lines must be scheduled on the property policy. This would hold true for issues associated with lines that are located on your scheduled premises – they must be specifically schedule for coverage to apply. We have very few lines scheduled, so it is very likely pollution coverage for your district would not apply to pollutant escape from your lines. We want you to be aware of this situation and are happy to get quotes for you to provide the coverage.

Above Ground Tanks – With the exception of water tanks, in order for General Liability coverage to apply to loss associated with a tank, the tanks must be noted on the liability schedule. If you have tanks (other than water), please make sure the appropriate number of tanks is listed on your General Liability schedule. For Pollution Liability (i.e. seepage of fuel from an above ground tank) to apply, the tanks must also be schedule on your property policy. Underground tanks are not covered and must be specifically underwritten separately, contact us for an application.

\*\*Volunteer Accident Coverage - If you list volunteers on your GL schedule, they will be provided accident coverage. The coverage is Excess of Health Insurance with a \$25,000 Limit and the cost is based on hours. Be sure to include it in your General Liability schedule. It also includes an AD&D component with limits from \$12,500-\$50,000 depending on the injury (2020 info, pending update).



Cyber Liability – A \$200,000 limit of liability (subject to a \$1,000,000 All Member maximum) is included in your policy. This is an automatic coverage designed to support smaller district and provide coverage for small losses for other Districts. We have numerous Districts and clients that have experienced cyber losses, such as hacking and ransomware, and we have seen claims nearing \$1,000,000. We highly recommend considering higher limits. Please contact us to discuss.

Sanitation Maintenance Warranty – For Districts with sanitation operations The Pool offers a discount on the general liability contribution associated with the sanitation operations. There is a requirement that you meet certain criteria at the time of loss with this program. Contact us to discuss the discount and program criteria.

Homeowners Association Functions – the CSD Pool requires that you identify the number of homes in your District for which the District is performing architectural control, design review, and/or covenant enforcement. There will be a charge for these operations.

#### Claims:

If you experience a property loss, please promptly report the claim to TCW Risk Management prior to beginning any work. If you repair your property without giving the adjuster the opportunity to assess the loss, they have the right to reject your claim. However, if there is a risk of additional damage occurring, it is imperative that you take necessary steps to prevent further loss. Please take photos and document well. Should you have questions, please call us.

If there is the potential of a liability claim, you must notify TCW of the circumstances surrounding the claim as soon as possible. If a formal written or verbal demand for damage is received, please forward it to TCW immediately.



### **Workers' Compensation Coverages:**

Volunteers. The state statute prescribes coverage for certain type of volunteers, for Special Districts the only volunteer group we typically see covered by statute are Fire/EMS service providers. Those truly providing Fire and EMS services, not peripheral type services like you might see from an auxiliary (traffic assistance, food service, etc.).

If your volunteer group is not providing Fire or EMS services, they are very likely not covered. The assumed minimum payroll for volunteer firefighters is \$2,500 per volunteer firefighter.

There has been significant discussion in how volunteer firefighter's lost wages are calculated in the event of an injury. If the volunteer does NOT receive a stipend, they would receive the State's weekly maximum wage (currently \$1023). In the event you stipend your volunteers, the CSD Pool currently basis their lost wage payment on that stipend. So, if your volunteer is stipend \$100 a month, they would receive 66% of \$25 (\$100 a month divided by 4 weeks) as their weekly wage replacement. Should the volunteer be unable to perform their other regular work, the wage replacement would be increased, up to the State's weekly maximum, to reflect lost wages from their other employment.

Out of State Operations. If any of your employees are working out of state or traveling to or through other states as part of their job – particularly to WY, WA, OH and ND – please call us to discuss additional steps necessary to make sure you are appropriately covered.

### **Workers' Compensation – Board Member Only Coverages:**

\*\*Board Member Only Coverage. The annual minimum contribution for Board Member Only coverage will stay at \$450.

Board Members. C.R.S. Section 8-40-202 (l)(B) requires coverage on board members unless an annual filing is made with the Division of Insurance 45 days ahead of the coverage term.

If a board member is injured, their wage replacement would be based on the compensation they receive for their board duties (typically \$100 a month). If they do not receive compensation for board duties, unlike a volunteer firefighter (who receive the State's weekly maximum) they would not receive any wage replacement. Should the board member be unable to perform their other regular work, the wage replacement would be increased, up to the State's weekly maximum, to reflect lost wages from their other employment.

Board Member Only coverage is designed to cover work-related injuries and illness for board members while in the course and scope of their duties as board members, which are administrative functions. Other job assignments outside of their normal administrative duties, such as occasionally working at a water or sewer plant, helping with landscape maintenance, meter reading, plowing snow, and so forth, are not considered to be duties to be performed by board members and may lead to denial of claims due to misrepresentation of a material exposure to loss. Any job functions not in the normal board member administrative scope must be reported to our agency for appropriate classification. An additional contribution will then be assessed based on assumed comparative wages to compensate for the inherent exposure of other duties being performed. Not reporting accurately may also affect prior years as the NCCI administrative rules allow for audits to be conducted and reconciled for corrected contribution payments for the prior three (3) years.



# TCW Risk Management

384 Inverness Parkway Suite 170  
Englewood, CO 80112  
(303) 368-5757  
tcwinfo@tcwrm.com

<b>Invoice # 13446</b>	Page 1 of 1
Account Number	Date
FITZVIL-02	11/1/2023
BALANCE DUE ON	
1/1/2024	
AMOUNT PAID	Amount Due
	\$875.00

## Fitzsimons Village Metropolitan District No. 3

c/o Clifton Larson Allen, LLP  
8390 E. Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111

Commercial Package	PolicyNumber: 601102498	Effective: 1/1/2024	to 1/1/2025
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Item #	Eff Date	Due Date	Type	Description	Amount
82595	1/1/2024	1/1/2024	FEEA	2024 Agency Fee	\$875.00

**Total Invoice Balance: \$875.00**



Attached are the district's **2024 Workers' Compensation Board Member Only (BMO)** renewal documents, which includes the renewal invoice, payment instructions, declarations page, and certificates if applicable.

The minimum stipend per board member continues to be \$1,200 a year for each board member (i.e.: the minimum total stipend for five (5) board members is \$6,000). The annual minimum contribution remains the same at \$450.

**There are a couple of important dates to mark on your calendar:**

- By **October 20, 2023**, let us know if you would like to make any changes to the renewal coverage.
- By **January 1, 2024**, renewal payment is due.
- By **January 30, 2024**, WC coverage is subject to cancellation for non-payment. If the CSD Pool does not receive payment by January 30, 2024, Workers Compensation coverage will cancel for non-payment.

As a reminder, BMO coverage is designed only for work-related injuries and illness for board members while in the course and scope of their duties as board members, which are strictly administrative functions. If any of the following scenarios apply to your district, you must report it to us for proper classification:

- Non-administrative functions performed by any board member, such as occasionally working at a water/sewer, or other plant operations, helping with landscaping or maintenance, meter reading, plowing snow, and so forth.
- Entering into a contract with a party, whether verbally or written, to perform work for your district, when the party does not provide proof of his/her own workers' compensation insurance coverage.
- Hiring district employee(s).

Not reporting accurately may also affect prior years' coverages as the NCCI administrative rules allow for Audits to be conducted and reconciled for corrected contribution payments for the prior three (3) years.

It is important to note that board members are considered employees under the current Colorado Revised Statute while in the course and scope of their board member administrative duties; therefore, coverage is required unless the district opts out by filing a statement with the Colorado Division of Workers' Compensation no less than 45 days before the start of the coverage year along with an annual resolution adopted and signed by each board member. If the district decides to opt out, please send us a copy of the statement and resolution so that we can properly update our file and non-renew the district's coverage. **Please also note that opting out or canceling BMO coverage will lead to the loss of the 8% Multi Program Discount associated with the district's Property & Liability coverage.**

Finally, the district may qualify for the CSD Pool's SDA Conference Scholarship Program. The CSD Pool sponsors board members who have never attended a Special District Association of Colorado (SDA) Annual Conference in September.

Thank you for renewing your Workers' Compensation Board Member Only coverage with us. If you have any questions regarding your renewal, please do not hesitate to contact us.

**TCW Risk Management Renewal Team**

On behalf of Nikki Rickord & Sebastian Arulraj

303.872.1930 • [tcwinfo@tcwrm.com](mailto:tcwinfo@tcwrm.com)



If the recipient of this email is not the intended recipient or has otherwise received the email in error, please notify the sender immediately by return email and delete the original email (together with any copies of it) from the recipient computer system without retaining, using, or reproducing the email or its contents.

## Workers' Compensation Coverage Invoice

**District:** Fitzsimons Village Metropolitan District No. 3  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Broker:** TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage No.		Entity ID		Effective Date		Expiration Date		Invoice Date	
24WC-60110-0760		60110		1/1/2024		EOD 12/31/2024		8/14/2023	
Class Code	Description	No. of Employees		No. of Volunteers	2024 Rate	2024 Estimated Employee Payroll	2024 Estimated Volunteer Payroll	Estimated Manual Contribution	
		FT	PT						
8811	Board Member Coverage	0	0	5	0.75		\$6,000.00	\$45.00	

Manual Contribution:		\$45.00
Experience Modification:	×	1.00
Modified Contribution:	=	\$45.00
Minimum Contribution:		\$450.00
Contribution Volume Credit:	-	\$0.00
Designated Provider Discount:	-	\$0.00
Cost Containment Credit:	×	1.00
Manual Adjustment:	×	
Multi-Program Discount:	×	1.00
Estimated Annual Contribution:	=	\$450.00
Pro Rata Factor:	×	1.00
<b>Total Estimated Contribution:</b>	<b>=</b>	<b>\$450.00</b>
<b>Total Amount Due:</b>		<b>\$450.00</b>

**Estimated payroll is subject to yearend audit.**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

**Please remit to:** Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
billing@csdpool.org  
800-318-8870 ext. 3



**Workers' Compensation and Employer's Liability Declarations Page**

**Coverage Number:** 24WC-60110-0760  
**Coverage Period:** 1/1/2024 — EOD 12/31/2024

**FEIN:** 75-3219479  
**Entity ID:** 60110

**Named Member:**  
 Fitzsimons Village Metropolitan District No. 3  
 c/o CliftonLarsonAllen LLP  
 8390 East Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111-2814

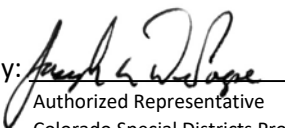
**Broker of Record:**  
 TCW Risk Management  
 384 Inverness Parkway  
 Suite 170  
 Englewood, CO 80112

**Coverage is provided for only those coverages and classifications indicated below.**

**State:** Colorado  
**Limits of Liability:** Coverage A Workers' Compensation Statutory  
 Coverage B Employer's Liability \$2,000,000  
**Annual Contribution:** \$450.00

Class	Description	2024 Estimated Employee Payroll	2024 Estimated Volunteer Payroll
8811	Board Member Coverage		\$6,000.00

This Declarations page is made and is mutually accepted by the Pool and Named Member subject to all terms that are made a part of the Workers' Compensation Coverage Document. This Declarations page represents only a brief summary of coverages. Please refer to the Coverage Document at [csdpool.org](http://csdpool.org) for actual coverages, terms, conditions, and exclusions. Named Member must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement.

Countersigned by:   
 Authorized Representative  
 Colorado Special Districts Property and Liability Pool

Date: 8/14/2023



## Payment Instructions

The contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
1800 SW 1<sup>st</sup> Ave, Suite 400  
Portland, OR 97201

**To ensure that your payment is accurately applied, please always include a copy of the invoice.**

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60<sup>th</sup> day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at [sdaco.org](http://sdaco.org) for member information.

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.

**FITZSIMONS VILLAGE METRO DISTRICT NO. 1**  
**INTERIM CLAIMS**  
**OCTOBER 7, 2023 - NOVEMBER 8, 2023**

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
11/8/2023	Aurora Media Group	106648	\$ 132.60
11/8/2023	CliftonLarsonAllen LLP	3907704	1,241.10
11/8/2023	CliftonLarsonAllen LLP	3891431	5,199.85
11/8/2023	Diversified Underground Inc.	28447	135.00
11/8/2023	Roth Property Maintenance LLC	67249	2,296.84
11/8/2023	S A Miro, Inc	34308	290.00
11/8/2023	Spencer Fane	1217859	572.00
11/8/2023	Sustainable Landscapes Colorado LLC	Multiple	4,170.60
11/8/2023	TKE Corp	6000681701	2,496.11
11/8/2023	Tryg Group	6176	1,395.00
11/8/2023	UNCC	223090572	10.32
11/8/2023	WIPFLI	2345063	5,250.00
11/8/2023	Xcel Energy	Multiple	1,472.35
			<u>\$24,661.77</u>

**FITZSIMONS VILLAGE METRO DISTRICT NO. 3**  
**INTERIM CLAIMS**  
**OCTOBER 7, 2023 - NOVEMBER 8, 2023**

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
11/8/2023	CliftonLarsonAllen LLP	3895312	\$ 3,116.25
11/8/2023	CliftonLarsonAllen LLP	3907730	3,309.08
11/8/2023	Spencer Fane	1225069	634.00
11/8/2023	Sustainable Landscapes Colorado LLC	13209	756.98
11/8/2023	WIPFLI	2345068	4,600.00
			<u>\$ 12,416.31</u>

## **AGREEMENT REGARDING OPERATIONS AND MAINTENANCE FEE AND ACCESS TO DISTRICT FACILITIES**

This AGREEMENT REGARDING OPERATIONS AND MAINTENANCE FEE AND ACCESS TO DISTRICT FACILITIES (the “Agreement”) is made and entered into effective as of the 1st day of January, 2023 (the “Effective Date”), by and between the **FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1** (“District No. 1”), the **FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2** (“District No. 2”), and the **FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3** (“District No. 3,” and together with District No. 1 and District No. 2, the “Districts”), each a quasi-municipal corporation and political subdivision of the State of Colorado, and **FITZSIMONS VILLAGE MASTER ASSOCIATION, INC.**, a Colorado nonprofit corporation (the “Association”) (each of the Districts and the Association may be hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”).

### **RECITALS**

WHEREAS, the Districts are metropolitan districts located in the City of Aurora, Arapahoe County, Colorado, organized and existing pursuant to the Special District Act, Section 32-1-101, et seq., C.R.S., generally authorized by Colorado law and their Service Plans to provide public improvements and services within and without their boundaries;

WHEREAS, the Districts were organized in connection with each other, and through various intergovernmental agreements and other arrangements between them, the Districts share responsibilities and cooperate financially and operationally to provide public improvements and services to serve the residents, owners, taxpayers and constituents of the Districts;

WHEREAS, pursuant to that certain First Amended and Restated Fitzsimons Village Metropolitan District No. 1, Fitzsimons Village Metropolitan District No. 2 and Fitzsimons Village Metropolitan District No. 3 Joint Operations and Maintenance Fee Resolution dated August 13, 2014, and recorded on August 21, 2014, at Reception No. D4077050 in the records of the Arapahoe County Clerk and Recorder (as amended from time to time, the “O&M Fee Resolution,” which O&M Fee Resolution is incorporated by reference herein), the Districts impose on all property within their boundaries a uniform Operations and Maintenance Fee (as defined in the O&M Fee Resolution and as used herein the “Operations and Maintenance Fee”) for the payment of operations and maintenance costs incurred by the Districts for certain Public Improvements (as defined in the O&M Fee Resolution and as used herein the “Public Improvements”);

WHEREAS, the Association is a master association formed to serve the community known as “Fitzsimons Village” pursuant to that certain Master Declaration for Fitzsimons Village dated April 29, 2010, and recorded April 30, 2010, at Reception No. D0041223 in the records of the Arapahoe County Clerk and Recorder (the “Master Declaration,” which Master Declaration is incorporated by reference herein);

WHEREAS, pursuant to the Master Declaration, the Association may generally impose Maintenance Assessment(s) (as defined in the Master Declaration), among other reasons, for Common Expenses (as defined in the Master Declaration) incurred by or on behalf of the Association for the maintaining and management of Common Elements (as defined in the Master Declaration);

WHEREAS, the boundaries of the Districts and the property within the Association are nearly coterminous, such that all of the property within the Districts is within the Association and only a small portion of the Association property is without but adjacent to the boundaries of the Districts;

WHEREAS, because the Districts and the Association share so much common property and because both generally serve the community known as the Fitzsimons Village, it is practically impossible to distinguish between the property and amenities, and the residents, owners and constituents, of each, and all residents and owners of the Association benefit from the services and improvements provided by the Districts, including those residents and owners outside the boundaries of the Districts;

WHEREAS, because they serve the same general community, Fitzsimons Village, and share common residents, owners and constituents, the District and the Association have determined that it is in their best interests and the best interests of their respective residents, owners and constituents to cooperate regarding the provision of services and improvements and the funding of costs related thereto, as further set forth herein;

WHEREAS, the Master Association is willing, on the terms and conditions set forth herein, to impose and remit to District No. 1 certain Maintenance Assessments commensurate with the Districts' uniform Operations and Maintenance Fee imposed pursuant to the O&M Fee Resolution, and the Districts are willing, in consideration thereof, to grant to the Master Association and its Members (as defined in the Master Declaration), a limited access easement over the Districts' property as further set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth their mutual understanding and agreement regarding the subject matter hereof.

## **AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated as though fully set forth herein.
2. Imposition of Association O&M Assessment.



2.1 Commencing on January 1, 2023, the Association will impose on all Units (as defined in the Master Declaration) that are not located in the boundaries of one of the Districts and which are not subject to or paying the Operations and Maintenance Fee imposed by the Districts pursuant to the O&M Fee Resolution, a Maintenance Assessment (as defined in the Master Declaration) commensurate in rate, amount, due date and all other particulars of the Operations and Maintenance Fee (as used herein, the “Association O&M Assessment”). Any Units (as defined in the Master Declaration) located within the Association which are also within one of the Districts and are otherwise obligated to pay the Operations and Maintenance Fee imposed by the Districts pursuant to the O&M Fee Resolution shall continue to be required to pay the Operations and Maintenance Fee but shall not be required to pay the Association O&M Assessment.

2.2 The Association further agrees that it will amend or otherwise modify the Association O&M Assessment from time to time as necessary to align with any applicable increases, amendments, or modifications to the Districts’ Operations and Maintenance Fee and/or the O&M Fee Resolution, which Operations and Maintenance Fee and/or the O&M Fee Resolution may be amended or otherwise modified from time to time in the sole and absolute discretion of the Districts. The Districts shall give the Association at least 45 days’ prior notice before any amendment or other modification to the Operations and Maintenance Fee and/or the O&M Fee Resolution shall take effect.

2.3 In the event the O&M Fee Resolution is amended or otherwise modified in the future to include less than all of the Districts, the Association agrees that it will amend or otherwise modify the Association O&M Assessment to align with any applicable operations and maintenance fee resolution adopted by District No. 1 to replace the O&M Fee Resolution, provided the Parties agree that the Association O&M Assessment shall not at any time exceed or materially differ from the relevant operations and maintenance fee(s) otherwise generally imposed on the properties, units and/or residences within any one of the Districts.

3. Remittance of Maintenance Assessment Revenues. The Association shall remit to District No. 1 any and all revenues derived from the Association O&M Assessment on a monthly basis without any additional cost, charge or setoff, including any costs of collection or other administrative costs of the Association.

4. Use of Maintenance Assessments. District No. 1 agrees that it will utilize the revenues derived from the Association O&M Assessment, in the discretion of the Board of Directors of District No. 1, for the limited purpose of funding the operations and maintenance of the Public Improvements consistent with the O&M Fee Resolution.

5. Limited Easement. The Districts hereby grant to the Association for the benefit of the Association and its Owners (as defined in the Master Declaration) a non-exclusive, limited easement on, to, over and across all Public Improvements and public amenities owned and maintained by the Districts located within the Property (as defined in the O&M Fee Resolution) for the use and enjoyment of the Association and its Owners on the same basis as such Public Improvements and amenities are available for use by the Districts’ residents, property owners, and

constituents; provided, however, that such easement and use shall be expressly limited and restricted by any applicable rules and regulations of the Districts that may be adopted by the Districts in their sole and absolute discretion, so long as such rules and regulations apply equally to the Association and its Owners as to the Districts' residents, property owners, and constituents. The limited easement rights granted herein do not survive termination of this Agreement pursuant to Paragraph 7 below.

6. Reservation of Rights. The Association reserves, and by entering into this Agreement does not waive or otherwise forfeit, any and all rights of the Association under the Master Declaration including but not limited to the right to impose Maintenance Assessments (as defined in the Master Declaration) or other fees for any purposes of the Association in its discretion.

7. Term. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until terminated by mutual agreement of the Parties; provided, this Agreement shall terminate automatically upon the expiration or termination of the O&M Fee Resolution, as the same may be amended from time to time, and any replacement resolution adopted by District No. 1, if any.

8. No Assignment. No Party shall have the right or power to assign this Agreement or any part hereof without the express written consent of the other Parties. Any attempt to assign this Agreement or parts hereof in the absence of such written consent shall be null and void.

9. Amendment. This Agreement may be amended only upon the express written agreement of the Parties.

10. Inurement. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

11. No Waiver of Governmental Immunity. The Parties hereto understand and agree that the Districts are relying on and do not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as from time to time may be amended, or otherwise available to the Districts.

12. Notice. Except as otherwise provided herein, any notice or other communication required to be given hereunder will be in writing and delivered personally, or sent by United States certified mail, return receipt requested, by reputable overnight courier, in each case addressed to the Party to receive such notice at the following addresses:

If to any of the Districts:	Fitzsimons Village Metropolitan District No. 1, 2 or 3 c/o CliftonLarsonAllen LLP 8390 East Crescent Parkway, Suite 300 Greenwood Village, CO 80111-2814
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*With a copy to:* Fitzsimons Village Metropolitan District No. 1, 2 or 3  
c/o Spencer Fane LLP  
1700 Lincoln Street, Suite 2000  
Denver, CO 80203

If to Association: Fitzsimons Village Master Association, Inc.  
c/o Corporex Colorado, LLC  
100 E. RiverCenter Boulevard, Suite 1100  
Covington, KY 41011

*With a copy to:* Fitzsimons Village Master Association, Inc.  
c/o Minzer Law  
970 S. Fillmore Way  
Denver, CO 80209

Any notice delivered personally will be deemed given on receipt; any notice delivered by mail will be deemed given three business days after the deposit thereof in the United States mail with adequate postage prepaid, any notice delivered by overnight courier will be deemed given one business day after the same has been deposited with the courier, with delivery charges prepaid.

13. Jurisdiction; Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the parties to this Agreement, the exclusive venue for dispute resolution shall be the District Court for and in the County of Arapahoe, Colorado.

14. No Third Party Beneficiaries. This Agreement is solely between and for the benefit of the Parties. No provision in this Agreement is intended to or shall create any rights with respect to the subject matter of this Agreement in any third party or the public.

15. Entire Agreement. Except for the Master Declaration and the O&M Fee Resolution, as the same may be amended from time to time, this Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes any and all prior verbal or written agreements.

16. Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

17. Agreement and Obligations Subject to Annual Appropriation. This Agreement does not create a multi-fiscal year direct or indirect debt or obligation of the Districts within the meaning of TABOR, and, therefore, all financial obligations of the Districts, if any, are expressly dependent and conditioned upon the annual appropriation by and availability of funds of the Districts.

18. Relationship of the Parties. The Parties shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with each other than as contracting parties.

19. Severability. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

20. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument and may be executed by electronic means.

21. Headings. The headings in this Agreement are for convenience of reference only, are not a part of this Agreement, and shall not limit or otherwise affect the meaning hereof.

*[remainder of page intentionally left blank; signature page follows]*

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

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1**

/s/ \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2**

/s/ \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3**

/s/ \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Colorado )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as President of Fitzsimons Village Metropolitan District Nos. 1, 2 and 3.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

**FITZSIMONS VILLAGE MASTER ASSOCIATION, INC.**

/s/ \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Colorado )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of Fitzsimons Village Master Association, Inc.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_

**RESOLUTION TO AMEND 2023 BUDGET  
THE FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1**

WHEREAS, the Board of Directors of the Fitzsimons Village Metropolitan District No. 1 appropriated funds for the fiscal year 2023 as follows:

General Fund	\$
Debt Service Fund	\$
Capital Projects Fund	\$

; and

WHEREAS, the necessity has arisen for additional expenditures or appropriations requiring the expenditure of funds in excess of those appropriated for the fiscal year 2023; and

WHEREAS, the expenditures are a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, the necessity has arisen for additional appropriations and expenditures of funds as reflected by satisfactory evidence presented to and accepted by the Board of Directors at this meeting and set out in the amended budget attached hereto as **Exhibit A**; and

WHEREAS, funds are available for such expenditures from revenue funds available to the District; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget amendment was available for inspection by the public at a designated public office, a public hearing was held on November 15, 2023, and interested electors were given the opportunity to file or register any objections to said proposed budget amendment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Fitzsimons Village Metropolitan District No. 1 shall and hereby does amend the budget for the fiscal year 2023 as follows:

General Fund	\$
Debt Service Fund	\$
Capital Projects Fund	\$

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the above-referenced Fund(s) for the purposes stated in **Exhibit A** and, if applicable, that such action of the Board is hereby ratified and approved *nunc pro tunc* as of the date of the actual expenditures.

*[remainder of page intentionally left blank; signature page follows]*

ADOPTED this 15<sup>th</sup> day of November, 2023.

FITZSIMONS VILLAGE METROPOLITAN  
DISTRICT NO. 1

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary



**EXHIBIT A**

**RESOLUTION TO AMEND 2023 BUDGET  
THE FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2**

WHEREAS, the Board of Directors of the Fitzsimons Village Metropolitan District No. 2 appropriated funds for the fiscal year 2023 as follows:

General Fund	\$
Debt Service Fund	\$
Capital Projects Fund	\$

; and

WHEREAS, the necessity has arisen for additional expenditures or appropriations requiring the expenditure of funds in excess of those appropriated for the fiscal year 2023; and

WHEREAS, the expenditures are a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, the necessity has arisen for additional appropriations and expenditures of funds as reflected by satisfactory evidence presented to and accepted by the Board of Directors at this meeting and set out in the amended budget attached hereto as **Exhibit A**; and

WHEREAS, funds are available for such expenditures from revenue funds available to the District; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget amendment was available for inspection by the public at a designated public office, a public hearing was held on November 15, 2023, and interested electors were given the opportunity to file or register any objections to said proposed budget amendment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Fitzsimons Village Metropolitan District No. 2 shall and hereby does amend the budget for the fiscal year 2023 as follows:

General Fund	\$
Debt Service Fund	\$
Capital Projects Fund	\$

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the above-referenced Fund(s) for the purposes stated in **Exhibit A** and, if applicable, that such action of the Board is hereby ratified and approved *nunc pro tunc* as of the date of the actual expenditures.

*[remainder of page intentionally left blank; signature page follows]*

ADOPTED this 15<sup>th</sup> day of November, 2023.

FITZSIMONS VILLAGE METROPOLITAN  
DISTRICT NO. 2

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

**RESOLUTION TO AMEND 2023 BUDGET  
THE FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3**

WHEREAS, the Board of Directors of the Fitzsimons Village Metropolitan District No. 3 appropriated funds for the fiscal year 2023 as follows:

General Fund	\$
Debt Service Fund	\$
Capital Projects Fund	\$

; and

WHEREAS, the necessity has arisen for additional expenditures or appropriations requiring the expenditure of funds in excess of those appropriated for the fiscal year 2023; and

WHEREAS, the expenditures are a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, the necessity has arisen for additional appropriations and expenditures of funds as reflected by satisfactory evidence presented to and accepted by the Board of Directors at this meeting and set out in the amended budget attached hereto as **Exhibit A**; and

WHEREAS, funds are available for such expenditures from revenue funds available to the District; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget amendment was available for inspection by the public at a designated public office, a public hearing was held on November 15, 2023, and interested electors were given the opportunity to file or register any objections to said proposed budget amendment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Fitzsimons Village Metropolitan District No. 3 shall and hereby does amend the budget for the fiscal year 2023 as follows:

General Fund	\$
Debt Service Fund	\$
Capital Projects Fund	\$

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the above-referenced Fund(s) for the purposes stated in **Exhibit A** and, if applicable, that such action of the Board is hereby ratified and approved *nunc pro tunc* as of the date of the actual expenditures.

*[remainder of page intentionally left blank; signature page follows]*

ADOPTED this 15<sup>th</sup> day of November, 2023.

FITZSIMONS VILLAGE METROPOLITAN  
DISTRICT NO. 3

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1**

**ANNUAL BUDGET**

**FOR YEAR ENDING DECEMBER 31, 2024**



**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1**  
**SUMMARY**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/10/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 536,052	\$ 661,551	\$ 430,135	\$ 430,135	\$ 1,123,816
REVENUES					
Developer advance	157,000	322,098	103,000	168,951	1,310,069
Property taxes	30,548	29,611	29,927	29,927	36,227
Property Taxes - ARI	509	494	499	499	604
Specific ownership taxes	19,272	20,744	9,804	20,744	21,719
Parking Revenue	3,786	-	-	-	-
AURA Funding - Lodger Tax	209,897	-	-	-	-
AURA Funding - Property Tax	698,045	65,470	32,084	65,470	79,964
AURA Funding - Sales Tax	63,693	-	-	-	-
Insurance Proceeds	33,888	95,000	67,040	447,660	-
TIF Property Taxes	22,605	32,700	20,989	20,989	23,500
TIF Property Taxes - ARI	4,521	6,800	4,198	4,198	4,600
PIF - Debt Service	27,173	405,500	196,892	423,800	365,500
PIF - Excess Collection Fee	52,552	52,900	26,363	52,900	53,430
PIF - Operations & Maintenance	104,754	105,800	52,690	105,800	106,860
Transfer from Fitzsimons Village No. 2 - Taxes	19,917	19,856	18,107	20,086	18,523
Transfer from Fitzsimons Village No. 3 - PIF	280,195	-	-	-	-
Transfer from Fitzsimons Village No. 3 - Capital	1,641,163	15,348,492	4,509,228	16,042,311	93,744
Operations and maintenance fee	79,378	79,776	79,776	79,776	80,174
Interest income	11,413	28,000	20,142	40,300	50,000
Total revenues	<u>3,460,309</u>	<u>16,613,241</u>	<u>5,170,739</u>	<u>17,523,411</u>	<u>2,244,915</u>
Total funds available	<u>3,996,361</u>	<u>17,274,792</u>	<u>5,600,874</u>	<u>17,955,546</u>	<u>3,368,730</u>
EXPENDITURES					
General Fund	575,229	724,000	180,729	441,200	825,500
Debt Service Fund - 2021 Bonds (Issued by District No. 3)	929,745	85,500	39,544	91,800	-
Debt Service Fund - 2020A&B Bonds	335,133	345,000	163,374	339,375	348,000
Capital Projects Fund	1,726,119	15,348,492	4,702,388	15,957,355	1,210,658
Total expenditures	<u>3,566,226</u>	<u>16,502,992</u>	<u>5,086,035</u>	<u>16,829,730</u>	<u>2,384,158</u>
Total expenditures and transfers out requiring appropriation	<u>3,566,226</u>	<u>16,502,992</u>	<u>5,086,035</u>	<u>16,831,730</u>	<u>2,384,158</u>
ENDING FUND BALANCES	<u>\$ 430,135</u>	<u>\$ 771,800</u>	<u>\$ 514,839</u>	<u>\$ 1,123,816</u>	<u>\$ 984,572</u>
EMERGENCY RESERVE	\$ 8,900	\$ 9,200	\$ 6,300	\$ 8,800	\$ 9,100
DEBT SERVICE RESERVE (Required Amount \$575,585)	575,585	575,585	575,585	575,585	575,585
SURPLUS FUND	69,394	187,015	146,707	209,431	399,887
TOTAL RESERVE	<u>\$ 653,879</u>	<u>\$ 771,800</u>	<u>\$ 728,592</u>	<u>\$ 793,816</u>	<u>\$ 984,572</u>

No assurance provided. See summary of significant assumptions.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1  
PROPERTY TAX SUMMARY INFORMATION  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

11/10/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
<b>ASSESSED VALUATION</b>					
Commercial	4,361,648	4,354,800	4,354,800	4,354,800	5,436,971
State assessed	10	30	30	30	20
Vacant land	290	290	290	290	280
Personal property	621,906	502,726	502,726	502,726	497,014
	4,983,854	4,857,846	4,857,846	4,857,846	5,934,285
Adjustments (TIF)	(4,475,081)	(4,364,321)	(4,364,321)	(4,364,321)	(5,330,507)
Certified Assessed Value	\$ 508,773	\$ 493,525	\$ 493,525	\$ 493,525	\$ 603,778
<b>MILL LEVY</b>					
General	10.000	10.000	10.000	10.000	10.000
Debt Service	50.000	50.000	50.000	50.000	50.000
ARI	1.000	1.000	1.000	1.000	1.000
Total mill levy	61.000	61.000	61.000	61.000	61.000
<b>PROPERTY TAXES</b>					
General	\$ 5,088	\$ 4,935	\$ 4,935	\$ 4,935	\$ 6,038
Debt Service	25,439	24,676	24,676	24,676	30,189
ARI	509	494	494	494	604
Levied property taxes	31,036	30,105	30,105	30,105	36,831
Adjustments to actual/rounding	21	-	321	321	-
Budgeted property taxes	\$ 31,057	\$ 30,105	\$ 30,426	\$ 30,426	\$ 36,831
<b>BUDGETED PROPERTY TAXES</b>					
General	\$ 5,091	\$ 4,935	\$ 4,988	\$ 4,988	\$ 6,038
Debt Service	25,457	24,676	24,939	24,939	30,189
ARI	509	494	499	499	604
Budgeted property taxes	\$ 31,057	\$ 30,105	\$ 30,426	\$ 30,426	\$ 36,831

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1**  
**GENERAL FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/10/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ (42,170)	\$ 9,100	\$ (129,888)	\$ (129,888)	\$ 338,800
<b>REVENUES</b>					
Developer advance	157,000	322,098	103,000	168,951	193,155
Property taxes	5,091	4,935	4,988	4,988	6,038
Property Taxes - ARI	509	494	499	499	604
Specific ownership taxes	3,475	3,741	1,832	3,741	3,917
Operations and maintenance fee	79,378	79,776	79,776	79,776	80,174
Parking Revenue	3,786	-	-	-	-
Insurance Proceeds	33,888	95,000	67,040	447,660	-
TIF Property Taxes	22,605	32,700	20,989	20,989	23,500
TIF Property Taxes - ARI	4,521	6,800	4,198	4,198	4,600
PIF - Excess Collection Fee	52,552	52,900	26,363	52,900	53,430
PIF - Operations & Maintenance	104,754	105,800	52,690	105,800	106,860
Transfer from Fitzsimons Village No. 2 - Taxes	19,917	19,856	18,107	20,086	18,523
Interest income	35	-	186	300	5,000
Total revenues	<u>487,511</u>	<u>724,100</u>	<u>379,668</u>	<u>909,888</u>	<u>495,800</u>
Total funds available	<u>445,341</u>	<u>733,200</u>	<u>249,780</u>	<u>780,000</u>	<u>834,600</u>
<b>EXPENDITURES</b>					
General and administrative					
Accounting	59,325	59,325	29,663	59,325	65,300
Accounting - Unbudgeted	4,953	-	-	-	-
ARI Payment	4,955	7,185	491	7,185	7,200
Auditing	4,750	5,200	-	5,200	6,500
County Treasurer's fee	84	81	83	75	91
District management	13,230	45,000	27,887	48,000	52,800
District Management - Unbudgeted	43,529	-	-	-	-
Dues and membership	882	950	1,030	1,030	1,100
Election	2,698	5,000	1,467	1,467	-
Insurance	17,091	23,000	22,980	22,980	24,500
Legal	17,415	35,000	5,662	17,500	30,000
Miscellaneous/Contingency	3,911	5,120	1,355	6,540	5,404
Transfer to Fitzsimons Village No. 3 - Taxes	-	9,039	7,235	8,598	9,805
Operations and maintenance	402,406	529,100	82,876	263,300	622,800
Total expenditures	<u>575,229</u>	<u>724,000</u>	<u>180,729</u>	<u>441,200</u>	<u>825,500</u>
Total expenditures and transfers out requiring appropriation	<u>575,229</u>	<u>724,000</u>	<u>180,729</u>	<u>441,200</u>	<u>825,500</u>
ENDING FUND BALANCES	<u>\$ (129,888)</u>	<u>\$ 9,200</u>	<u>\$ 69,051</u>	<u>\$ 338,800</u>	<u>\$ 9,100</u>
EMERGENCY RESERVE	<u>\$ 8,900</u>	<u>\$ 9,200</u>	<u>\$ 6,300</u>	<u>\$ 8,800</u>	<u>\$ 9,100</u>
TOTAL RESERVE	<u>\$ 8,900</u>	<u>\$ 9,200</u>	<u>\$ 6,300</u>	<u>\$ 8,800</u>	<u>\$ 9,100</u>

No assurance provided. See summary of significant assumptions.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1  
 GENERAL FUND  
 OPERATIONS AND MAINTENANCE COST - DETAILS  
 2024 BUDGET  
 WITH 2022 ACTUAL AND 2023 ESTIMATED  
 For the Years Ended and Ending December 31,**

11/10/23

ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
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**EXPENDITURES**

Repairs and Maintenance

Various - Repairs & Maintenance	\$ 17,240	\$ 50,000	\$ 5,542	\$ 10,000	\$ 35,000
Elevator Inspection	-	5,000	-	1,000	5,000
Security	5,706	8,500	2,832	6,500	7,300
Window Cleaning (Bridge)	-	1,500	-	1,500	1,500
Janitorial	22,585	25,000	12,599	25,000	28,000
Landscapes - Floral	8,370	9,500	-	6,500	4,000
Landscapes - Landscape Maintenance	51,326	50,000	7,253	21,000	25,000
Hardscape Maintenance	-	5,000	-	-	5,000
Elevator Maintenance	3,441	4,000	6,318	9,500	12,000
Utility Locating	364	600	88	300	500
Colfax Bridge Repairs	88,613	170,000	3,620	50,000	338,000
Tree Maintenance	21,878	25,000	-	5,000	25,000
Light Fixture Repairs	40,518	5,000	-	5,000	5,000
Inspection and Maintenance Report	2,243	5,000	3,505	7,000	7,000

Total Repairs and Maintenance	\$ 262,284	\$ 364,100	\$ 41,757	\$ 148,300	\$ 498,300
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Snow Removal	89,614	110,000	33,214	75,000	82,000
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Utilities	31,126	40,000	7,905	25,000	27,500
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Parking Enforcement	19,382	-	-	-	-
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Contingency	-	15,000	-	15,000	15,000
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<b>GRAND TOTAL</b>	<b>\$ 402,406</b>	<b>\$ 529,100</b>	<b>\$ 82,876</b>	<b>\$ 263,300</b>	<b>\$ 622,800</b>
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**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1  
DEBT SERVICE FUND - 2021 BONDS (ISSUED BY DISTRICT NO. 3)  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

11/10/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
AURA Funding - Lodger Tax	209,897	-	-	-	-
AURA Funding - Property Tax	628,982	-	-	-	-
AURA Funding - Sales Tax	63,693	-	-	-	-
PIF - Debt Service	27,173	85,500	39,544	91,800	-
Interest income	-	-	1,612	2,000	-
Total revenues	<u>929,745</u>	<u>85,500</u>	<u>41,156</u>	<u>93,800</u>	<u>-</u>
Total funds available	<u>929,745</u>	<u>85,500</u>	<u>41,156</u>	<u>93,800</u>	<u>-</u>
EXPENDITURES					
General and administrative					
Debt Service					
Transfer to Fitzsimons Village No. 3 - AURA	902,572	-	-	-	-
Transfer to Fitzsimons Village No. 3 - PIF	27,173	85,500	39,544	91,800	-
Total expenditures	<u>929,745</u>	<u>85,500</u>	<u>39,544</u>	<u>91,800</u>	<u>-</u>
TRANSFERS OUT					
Transfers to other fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,000</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>929,745</u>	<u>85,500</u>	<u>39,544</u>	<u>93,800</u>	<u>-</u>
ENDING FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,612</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1**  
**DEBT SERVICE FUND - 2020A&B BONDS**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 578,222	\$ 652,451	\$ 644,979	\$ 644,979	\$ 785,016
REVENUES					
Property taxes	25,457	24,676	24,939	24,939	30,189
Specific ownership taxes	15,797	17,003	7,972	17,003	17,803
AURA Funding - Property Tax	69,063	65,470	32,084	65,470	79,964
PIF - Debt Service	-	320,000	157,348	332,000	365,500
Transfer from Fitzsimons Village No. 3 - PIF	280,195	-	-	-	-
Interest income	11,378	28,000	18,344	38,000	45,000
Total revenues	401,890	455,149	240,687	477,412	538,456
TRANSFERS IN					
Transfers from other funds	-	-	-	2,000	-
Total funds available	980,112	1,107,600	885,666	1,124,391	1,323,472
EXPENDITURES					
General and administrative					
County Treasurer's fee	383	370	374	375	453
Contingency	-	5,630	-	-	4,547
Debt Service					
Bond Interest - Senior Bonds	312,750	312,000	156,000	312,000	311,000
Bond Principal - 2020A Bonds	15,000	20,000	-	20,000	25,000
Paying agent fees	7,000	7,000	7,000	7,000	7,000
Total expenditures	335,133	345,000	163,374	339,375	348,000
Total expenditures and transfers out requiring appropriation	335,133	345,000	163,374	339,375	348,000
ENDING FUND BALANCES	\$ 644,979	\$ 762,600	\$ 722,292	\$ 785,016	\$ 975,472
DEBT SERVICE RESERVE (Required Amount \$575,585)	\$ 575,585	\$ 575,585	\$ 575,585	\$ 575,585	\$ 575,585
SURPLUS FUND	69,394	187,015	146,707	209,431	399,887
TOTAL RESERVE	\$ 644,979	\$ 762,600	\$ 722,292	\$ 785,016	\$ 975,472

No assurance provided. See summary of significant assumptions.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1**  
**CAPITAL PROJECTS FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/10/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ -	\$ -	\$ (84,956)	\$ (84,956)	\$ -
REVENUES					
Developer Advance	-	-	-	-	1,116,914
Transfer from Fitzsimons Village No. 3	1,641,163	15,348,492	4,509,228	16,042,311	93,744
Total revenues	<u>1,641,163</u>	<u>15,348,492</u>	<u>4,509,228</u>	<u>16,042,311</u>	<u>1,210,658</u>
Total funds available	<u>1,641,163</u>	<u>15,348,492</u>	<u>4,424,272</u>	<u>15,957,355</u>	<u>1,210,658</u>
EXPENDITURES					
General and Administrative					
Legal	4,926	-	-	4,000	4,500
Capital Expenditures					
Public Improvements	1,701,558	15,008,492	4,702,388	14,069,346	972,999
Capital Outlay - 30-inch Culvert	-	75,000	-	-	-
Capital Outlay - Baysaver Installation (South)	-	70,000	-	548,322	-
Capital Outlay - Baysaver Modification (North)	-	50,000	-	-	-
Capital Outlay - Baysaver Design/permits	-	15,000	-	15,000	-
Capital Outlay - Pedestrian Bridge	-	30,000	-	-	-
Capital Outlay - Promenade Park	-	-	-	1,142,684	233,159
Capital Outlay - Curb and Gutter	-	100,000	-	148,003	-
Engineering/Design	19,635	-	-	30,000	-
Total expenditures	<u>1,726,119</u>	<u>15,348,492</u>	<u>4,702,388</u>	<u>15,957,355</u>	<u>1,210,658</u>
Total expenditures and transfers out requiring appropriation	<u>1,726,119</u>	<u>15,348,492</u>	<u>4,702,388</u>	<u>15,957,355</u>	<u>1,210,658</u>
ENDING FUND BALANCES	<u>\$ (84,956)</u>	<u>\$ -</u>	<u>\$ (278,116)</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District was organized in July 2006 for the purpose of financing and providing public improvements and related operations and maintenance services within and outside of the boundaries of the District. The public improvements include streets, safety protection, park and recreation facilities, water, sewer, transportation and mosquito control. When appropriate, these improvements will be dedicated to the City of Aurora, Arapahoe County, or other such entities as appropriate for the use and benefit of the District taxpayers and service users. The District was organized in conjunction with two other related districts, Fitzsimons Village Metropolitan District No. 2 (District No. 2) and Fitzsimons Village Metropolitan District No. 3 (District No. 3). The District's service area is located within the City of Aurora, Arapahoe County, Colorado.

On May 2, 2006, District voters approved general obligation indebtedness of \$382,440,000 for street improvements, \$382,440,000 for parks and recreation, \$382,440,000 for water facilities, \$382,440,000 for sanitation system, \$382,440,000 for transportation, \$382,440,000 for mosquito control, \$382,440,000 for traffic and safety, \$382,440,000 for fire protection facilities or services, \$382,440,000 for television relay and translation facilities, \$5,000,000 for operations and maintenance, \$382,440,000 for intergovernmental contracts and \$382,440,000 for debt refunding. The District's service plan prohibits the District from providing fire protection and television relay and transmission facilities and services unless they are provided pursuant to an agreement with the City of Aurora. The election also approved an increase in ad valorem property taxes of up to \$5,000,000 annually and allows the District to collect fees of up to \$382,440,000 annually for operations and maintenance. The District's service plan limits total debt issuance to no more than \$382,440,000.

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

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

**Revenues**

**Property Taxes**

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



**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues** (continued)

**Property Taxes** – (continued)

Pursuant to the Service Plan, the District is required to adjust its maximum Required Mill Levy for changes in the ratio of actual to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in a amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2024, the assessment rate for single family residential property decreases to 6.765% from 6.95%. The rate for multifamily residential property, the newly created subclass, decreases to 6.765% from 6.80%. Agricultural and renewable energy production property remains at 26.4%. Producing oil and gas remains at 87.5%. All other nonresidential property decreases to 27.90% from 29%.

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 6% of the property taxes when calculated from the current year's gross taxable assessed valuation.

**Public Improvement Fees**

The District receives public improvement fees (PIF) from existing retailers within District No. 2. The PIF, a privately imposed fee, is collected from sales transactions upon which the City Sales Tax is levied and from lodging transactions upon which the City's Lodgers Tax is levied, in consideration of the benefits derived from the public improvements constructed within District No. 2. The PIF allocated to operations and maintenance is remitted to the District to help pay for the District's operations and maintenance costs. The PIF allocated to debt service is pledged to District No. 3 to pay for the bonds District No. 3 issued on December 28, 2021.

The District receives PIF from existing retailers within District No. 3. The PIF collected within District No. 3 is pledged to the bonds issued by the District on March 11, 2020.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (continued)**

**Aurora Regional Improvements (ARI) Mill Levy**

Pursuant to the District's Service Plan, the District is required to impose a 1.000 mill levy to finance the planning, designing, permitting, construction, and acquisition of the regional improvements described in the ARI Master Plan. The ARI Master Plan is one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time.

**Interest Income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 5%.

**Aurora Urban Renewal Authority (AURA) Revenues**

The District, the Developer and the Aurora Urban Renewal Authority (AURA) have entered into an agreement in which AURA will remit TIF Revenues (Property Tax Revenues) to the District that are pledged to the 2020 A&B Bonds issued by the District on March 11, 2020.

**Developer Advance**

A portion of the District's operating expenditures in 2024 will be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation to future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

**Operation and Maintenance Fees**

Pursuant to the Fitzsimons Village Metropolitan District Nos. 1 – 3 Joint Operations and Maintenance Fee Resolution, an operations and maintenance fee is imposed on all applicable property located in all Districts' boundaries, commencing in 2012. For commercial property, the fee was initially set at a rate of \$0.01002 per square foot per month. For residential property, the fee was initially set at a rate of \$1.12 per residential unit per month. The fee rates shall increase on January 1 annually thereafter.

On August 13, 2014, Districts Nos. 1 – 3 amended the resolution to increase the fee rates starting in 2015. With the Phase 2 project (hotel, conference center, and parking structure) and future Phase 3 project, the Districts' operation and maintenance costs (benefitting the entire Fitzsimons Village) will increase, hence the need for the fee rate increase.

**Transfers from District No. 2**

The District provides project and district administration services for District No. 2. Pursuant to certain agreements, District No. 2 remits to the District net tax revenues to cover its share of the administrative costs.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues** (continued)

**Transfers from District No. 3**

In 2024, pursuant to a certain intergovernmental agreement, the District will receive approximately \$93,744 from District No. 3 to pay for capital outlay expenditures.

**Expenditures**

**General, Administrative and Operating Expenditures**

General and administrative expenditures include the estimated costs of services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance, membership dues, meeting and other administrative expenditures. Estimated operating expenditures related to landscaping, snow removal, utilities, repairs and maintenance, parking enforcement and property management are also included in the General Fund budget.

**Debt Service**

Principal and interest payments are provided based on the debt amortization schedule from the Limited Tax Increment General Obligation and Special Revenue Refunding Bonds, Series 2020A&B. See debt service schedule attached.

**Capital Outlay**

The District anticipates infrastructure improvements as noted in the Capital Projects Fund.

**Transfers to District No. 3 – Taxes**

Pursuant to certain agreements with District No. 3, the District will transfer to District No. 3 (i) property taxes, net of fees, and (ii) specific ownership taxes generated from its imposition of operations mill levy to pay for operations and maintenance expenditures.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases**

**Issuance of 2020A and 2020B Bonds on March 11, 2020**

The District issued Limited Tax General Obligation and Special Revenue Refunding Bonds, Series 2020A (the “Senior Bonds”) and Subordinate Limited Tax General Obligation and Special Revenue Refunding Bonds, Series 2020B (the “Subordinate Bonds,” and together with the Senior Bonds, the “Bonds”) on March 11, 2020, in the amounts of \$6,265,000 for the Senior Bonds, and \$1,222,000 for the Subordinate Bonds. Proceeds from the sale of the Bonds were used for the purposes of (i) currently refunding the Tax Increment/Public Improvement Fee Supported Revenue Bonds, Series 2014A and the Tax Increment/Public Improvement Fee Supported Subordinate Revenue Bonds, Series 2014B, previously issued by District No. 3; (ii) funding the Senior Reserve Fund; and (iii) paying costs incurred in connection with the issuance of the Bonds. The Senior Bonds bear interest at 5.00%, payable semi-annually to the extent of Senior Pledged Revenue available on June 1 and December 1, beginning on June 1, 2020. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2021. The Senior Bonds mature on December 1, 2049.

The Subordinate Bonds were issued at the rate of 7.00% payable annually to the extent of Subordinate Pledged Revenue available on December 15, commencing December 15, 2020. The Subordinate Bonds are structured as “cash flow” bonds meaning that there are no regularly scheduled payments of principal prior to their maturity. The Subordinate Bonds mature on December 15, 2049.

The District has no operating or capital leases.

**Reserves**

**Emergency Reserve**

TABOR requires local governments to establish Emergency Reserve. This reserve must be at least 3% of fiscal year spending. The District has provided for such reserve.

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

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1  
SCHEDULE OF ESTIMATED DEBT SERVICE REQUIREMENTS TO MATURITY**

**\$6,265,000**

**Limited Tax General Obligation and Special Revenue Refunding Bonds, Series 2020A**

**Dated March 11, 2020**

**Principal Due December 1**

**5.00% Interest Payable June 1 and December 1**

<u>Year Ended December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	25,000	311,000	336,000
2025	25,000	309,750	334,750
2026	30,000	308,500	338,500
2027	35,000	307,000	342,000
2028	45,000	305,250	350,250
2029	45,000	303,000	348,000
2030	55,000	300,750	355,750
2031	60,000	298,000	358,000
2032	65,000	295,000	360,000
2033	75,000	291,750	366,750
2034	80,000	288,000	368,000
2035	90,000	284,000	374,000
2036	95,000	279,500	374,500
2037	105,000	274,750	379,750
2038	115,000	269,500	384,500
2039	125,000	263,750	388,750
2040	340,000	257,500	597,500
2041	360,000	240,500	600,500
2042	385,000	222,500	607,500
2043	410,000	203,250	613,250
2044	440,000	182,750	622,750
2045	465,000	160,750	625,750
2046	495,000	137,500	632,500
2047	525,000	112,750	637,750
2048	560,000	86,500	646,500
2049	1,170,000	58,500	1,228,500
	<u>\$ 6,220,000</u>	<u>\$ 6,352,000</u>	<u>\$ 12,572,000</u>

Principal and interest on the Series 2020B Subordinate Bonds are payable solely from and to the extent of Subordinate Pledged Revenue. There are no scheduled principal payments on the Series 2020B Subordinate Bonds until final maturity.

**RESOLUTION**  
**TO ADOPT 2024 BUDGET, APPROPRIATE SUMS OF MONEY,**  
**AND AUTHORIZE THE CERTIFICATION OF THE TAX LEVY**  
**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1**

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND, ADOPTING A BUDGET, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2024 TO HELP DEFRAY THE COSTS OF GOVERNMENT, AND APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1, ARAPAHOE COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2024, AND ENDING ON THE LAST DAY OF DECEMBER, 2024,

WHEREAS, the Board of Directors of the Fitzsimons Village Metropolitan District No. 1 has authorized its consultants to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget has been submitted to the Board of Directors of the District for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was available for inspection by the public at a designated public office, a public hearing was held on November 15, 2023 and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves or fund balances so that the budget remains in balance, as required by law; and

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$\_\_\_\_\_; and

WHEREAS, the Board of Directors finds that it is required to temporarily lower the operating mill levy to render a refund for \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for voter-approved bonds and interest is \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for contractual obligation purposes from property tax revenue as approved by voters from property tax revenue is \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for capital expenditure purposes from property tax revenue as approved by voters or at public hearing is \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for refunds/abatements is \$\_\_\_\_\_; and

WHEREAS, the 2023 valuation for assessment for the District as certified by the County Assessor of Arapahoe County is \$\_\_\_\_\_; and

WHEREAS, at an election held on May 5, 2020 the District has eliminated the revenue and expenditure limitations imposed on governmental entities by Article X, Section 20 of the Colorado Constitution and Section 29-1-301, C.R.S., as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1 OF ARAPAHOE COUNTY, COLORADO:

Section 1. Adoption of Budget. That the budget as submitted, and attached hereto and incorporated herein by this reference, and if amended, then as amended, is hereby approved and adopted as the budget of the Fitzsimons Village Metropolitan District for calendar year 2024.

Section 2. Budget Revenues. That the estimated revenues for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 3. Budget Expenditures. That the estimated expenditures for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 4. Levy of General Property Taxes. That the Board of Directors does hereby certify the levy of general property taxes for collection in 2024 as follows:

A. Levy for General Operating and Other Expenses. That for the purposes of meeting all general operating expense of the District during the 2024 budget year, there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2023.

B. Temporary Tax Credit or Rate Reduction. That pursuant to Section 39-1-111.5, C.R.S. for the purposes of effect of a refund for the purposes set forth in Section 20 of Article X of the Colorado Constitution, there is hereby certified a temporary property tax credit or temporary mill levy rate reduction of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2023.

C. Levy for General Obligation Bonds and Interest. That for the purposes of meeting all debt retirement expense of the District during the 2024 budget year, as the funding requirements of the current outstanding general obligation indebtedness is detailed in the following "Certification of Tax Levies," there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2023.

D. Levy for Contractual Obligations. That for the purposes of meeting the contractual obligation expense of the District during the 2024 budget year, as detailed in the following "Certification of Tax Levies," there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2023.

E. Levy for Capital Expenditures. That for the purposes of meeting all capital expenditures of the District during the 2024 budget year pursuant to Section 29-1-301(1.2) or 29-1-302(1.5), C.R.S., there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2023.

F. Levy for Refunds/Abatements. That for the purposes of recoupment of refunds/abatements of taxes pursuant to Section 39-10-114(1)(a)(I)(B), C.R.S., there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2023.

Section 5. Property Tax and Fiscal Year Spending Limits. That, being fully informed, the Board finds that the foregoing budget and mill levies do not result in a violation of any applicable property tax or fiscal year spending limitation.

Section 6. Certification. That the appropriate officers of the District are hereby authorized and directed to certify to the Board of County Commissioners of Arapahoe County, Colorado, the mill levies for the District herein above determined and set, or be authorized and directed to certify to the Board of County Commissioners of Arapahoe County County, Colorado, as herein above determined and set, but as 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 or to implement the intent of the District. That said certification shall be in substantially the form set out and attached hereto and incorporated herein by this reference.

Section 7. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

*[remainder of page intentionally left blank; signature page follows]*



ADOPTED this 15<sup>th</sup> day of November, 2023.

FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

## LETTER OF BUDGET TRANSMITTAL

Date: January \_\_\_\_, 2024

To: Division of Local Government  
1313 Sherman Street, Room 521  
Denver, Colorado 80203

Attached are the 2024 budget and budget message for FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1 in Arapahoe County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 15, 2023. If there are any questions on the budget, please contact:

CliftonLarsonAllen LLP  
Anna Jones, District Manager  
[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)  
8390 E. Crescent Pkwy., Ste. 300  
Greenwood Village, Colorado 80111  
Phone: 303-779-5710

I, Anna Jones, as District Manager of the Fitzsimons Village Metropolitan District No. 1 hereby certify that the attached is a true and correct copy of the 2024 budget.

By: \_\_\_\_\_

ATTACH COPY OF THE ADOPTED BUDGET AND  
THE CERTIFICATION OF TAX LEVIES

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2**  
**ANNUAL BUDGET**  
**FOR YEAR ENDING DECEMBER 31, 2024**

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2**  
**SUMMARY**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

10/13/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 1,528	\$ -	\$ 7	\$ 7	\$ -
REVENUES					
Property taxes	70,379	72,188	72,575	72,575	64,557
Property Taxes from ARI Mill Levy	1,565	1,604	1,613	1,613	1,435
Specific ownership taxes	17,931	16,957	9,289	17,700	15,952
Total revenues	<u>89,875</u>	<u>90,749</u>	<u>83,477</u>	<u>91,888</u>	<u>81,944</u>
Total funds available	<u>91,403</u>	<u>90,749</u>	<u>83,484</u>	<u>91,895</u>	<u>81,944</u>
EXPENDITURES					
General Fund	21,717	21,701	19,962	21,941	20,195
Debt Service Fund	69,679	69,048	63,522	69,954	61,749
Total expenditures	<u>91,396</u>	<u>90,749</u>	<u>83,484</u>	<u>91,895</u>	<u>81,944</u>
Total expenditures and transfers out requiring appropriation	<u>91,396</u>	<u>90,749</u>	<u>83,484</u>	<u>91,895</u>	<u>81,944</u>
ENDING FUND BALANCES	<u>\$ 7</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2  
PROPERTY TAX SUMMARY INFORMATION  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

10/13/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
<b>ASSESSED VALUATION</b>					
Commercial	4,060,522	4,060,522	4,060,522	4,060,522	4,652,520
State assessed	6,700	110	110	110	130
Vacant land	1,642,428	1,642,428	1,642,428	1,642,428	1,580,131
Personal property	459,512	440,613	440,613	440,613	455,173
	<u>6,169,162</u>	<u>6,143,673</u>	<u>6,143,673</u>	<u>6,143,673</u>	<u>6,687,954</u>
Adjustments (TIF)	(4,610,157)	(4,539,502)	(4,539,502)	(4,539,502)	(5,253,350)
Certified Assessed Value	<u>\$ 1,559,005</u>	<u>\$ 1,604,171</u>	<u>\$ 1,604,171</u>	<u>\$ 1,604,171</u>	<u>\$ 1,434,604</u>
<b>MILL LEVY</b>					
General	10.000	10.000	10.000	10.000	10.000
Debt Service	35.000	35.000	35.000	35.000	35.000
ARI	1.000	1.000	1.000	1.000	1.000
Total mill levy	<u>46.000</u>	<u>46.000</u>	<u>46.000</u>	<u>46.000</u>	<u>46.000</u>
<b>PROPERTY TAXES</b>					
General	\$ 15,590	\$ 16,042	\$ 16,042	\$ 16,042	\$ 14,346
Debt Service	54,565	56,146	56,146	56,146	50,211
ARI	1,559	1,604	1,604	1,604	1,435
Levied property taxes	<u>71,714</u>	<u>73,792</u>	<u>73,792</u>	<u>73,792</u>	<u>65,992</u>
Adjustments to actual/rounding	230	-	395	395	-
Budgeted property taxes	<u>\$ 71,944</u>	<u>\$ 73,792</u>	<u>\$ 74,187</u>	<u>\$ 74,187</u>	<u>\$ 65,992</u>
<b>BUDGETED PROPERTY TAXES</b>					
General	\$ 15,640	\$ 16,042	\$ 16,128	\$ 16,128	\$ 14,346
Debt Service	54,739	56,146	56,447	56,447	50,211
ARI	1,565	1,604	1,613	1,613	1,435
	<u>\$ 71,944</u>	<u>\$ 73,792</u>	<u>\$ 74,187</u>	<u>\$ 74,187</u>	<u>\$ 65,992</u>

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2**  
**GENERAL FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

10/13/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 224	\$ -	\$ -	\$ -	\$ -
REVENUES					
Property taxes	15,640	16,042	16,128	16,128	14,346
Specific ownership taxes	4,288	4,055	2,221	4,200	4,414
Property Taxes from ARI Mill Levy	1,565	1,604	1,613	1,613	1,435
Total revenues	<u>21,493</u>	<u>21,701</u>	<u>19,962</u>	<u>21,941</u>	<u>20,195</u>
Total funds available	<u>21,717</u>	<u>21,701</u>	<u>19,962</u>	<u>21,941</u>	<u>20,195</u>
EXPENDITURES					
General and administrative					
ARI Payment	1,542	1,580	1,589	1,589	1,435
County Treasurer's fee	258	265	266	266	237
Transfer to Fitzsimons Village No. 1	19,917	19,856	18,107	20,086	18,523
Total expenditures	<u>21,717</u>	<u>21,701</u>	<u>19,962</u>	<u>21,941</u>	<u>20,195</u>
Total expenditures and transfers out requiring appropriation	<u>21,717</u>	<u>21,701</u>	<u>19,962</u>	<u>21,941</u>	<u>20,195</u>
ENDING FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2**  
**DEBT SERVICE FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

10/13/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 1,304	\$ -	\$ 7	\$ 7	\$ -
REVENUES					
Property taxes	54,739	56,146	56,447	56,447	50,211
Specific ownership taxes	13,643	12,902	7,068	13,500	11,538
Total revenues	<u>68,382</u>	<u>69,048</u>	<u>63,515</u>	<u>69,947</u>	<u>61,749</u>
Total funds available	<u>69,686</u>	<u>69,048</u>	<u>63,522</u>	<u>69,954</u>	<u>61,749</u>
EXPENDITURES					
General and administrative					
County Treasurer's fee	821	842	847	847	753
Transfer to Fitzsimons Village No. 3	68,858	68,206	62,675	69,107	60,996
Total expenditures	<u>69,679</u>	<u>69,048</u>	<u>63,522</u>	<u>69,954</u>	<u>61,749</u>
Total expenditures and transfers out requiring appropriation	<u>69,679</u>	<u>69,048</u>	<u>63,522</u>	<u>69,954</u>	<u>61,749</u>
ENDING FUND BALANCES	<u>\$ 7</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.



**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District was organized in July 2006 for the purpose of financing and providing public improvements and related operations and maintenance services within and outside of the boundaries of the District. The public improvements include streets, safety protection, park and recreation facilities, water, sewer, transportation and mosquito control. When appropriate, these improvements will be dedicated to the City of Aurora, Arapahoe County, or other such entities as appropriate for the use and benefit of the District taxpayers and service users. The District was organized in conjunction with two other related districts, Fitzsimons Village Metropolitan District No. 1 (District No. 1) and Fitzsimons Village Metropolitan District No. 3 (District No. 3). The District's service area is located within the City of Aurora, Arapahoe County, Colorado.

On May 2, 2006, District voters approved general obligation indebtedness of \$382,440,000 for street improvements, \$382,440,000 for parks and recreation, \$382,440,000 for water facilities, \$382,440,000 for sanitation system, \$382,440,000 for transportation, \$382,440,000 for mosquito control, \$382,440,000 for traffic and safety, \$382,440,000 for fire protection facilities or services, \$382,440,000 for television relay and translation facilities, \$5,000,000 for operations and maintenance, \$382,440,000 for intergovernmental contracts and \$382,440,000 for debt refunding. The District's service plan prohibits the District from providing fire protection and television relay and transmission facilities and services unless they are provided pursuant to an agreement with the City of Aurora. The election also approved an increase in ad valorem property taxes of up to \$5,000,000 annually and allows the District to collect fees of up to \$382,440,000 annually for operations and maintenance. The District's service plan limits total debt issuance to no more than \$382,440,000.

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

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

**Revenues**

**Property Taxes**

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

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (continued)**

**Property Taxes (continued)**

Pursuant to the Service Plan, the District is required to adjust its maximum Required Mill Levy for changes in the ratio of actual to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in a amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the mill levy adopted by the District.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2024, the assessment rate for single family residential property decreases to 6.765% from 6.95%. The rate for multifamily residential property, the newly created subclass, decreases to 6.765% from 6.80%. Agricultural and renewable energy production property remains at 26.4%. Producing oil and gas remains at 87.5%. All other nonresidential property decreases to 27.90% from 29%.

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 6% of the property taxes when calculated using the current year's gross taxable assessed valuation.

**Aurora Regional Improvements (ARI) Mill Levy**

Pursuant to the District's Service Plan, the District is required to impose a 1.000 mill levy to finance the planning, designing, permitting, construction, and acquisition of the regional improvements described in the ARI Master Plan. The ARI Master Plan is one or more master plans adopted by an ARI Authority establishing Regional Improvements, which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time.

**Expenditures**

**ARI Payment**

During 2024, revenues collected from the ARI mill levy, net of fees, will be disbursed for the benefit of the Aurora Regional Improvement Authority, pursuant to the District's Service Plan.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures** (continued)

**County Treasurer's Fees**

County Treasurer's fees have been computed at 1.5% of property tax collections.

**Transfers to District No. 1**

Pursuant to certain agreements with District No. 1, the District will transfer to District No. 1 (i) property taxes, net of fees, and (ii) specific ownership taxes generated from its imposition of operations mill levy to pay for operations and administrative expenditures.

**Transfers to District No. 3**

Pursuant to certain agreements with District No. 3, the District will transfer to District No. 3 property taxes, net of fees, and specific ownership taxes generated from its imposition of debt service mill levy to pay for principal and interest on bonds issued by District No. 3 on December 28, 2021.

**Debt and Leases**

The District has no debt and has no operating or capital leases.

**Reserves**

**Emergency Reserve**

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since substantially all funds received by the District are transferred to District No. 1, which pays for all Districts' operations and maintenance costs, an Emergency Reserve is not reflected in the District's Budget.

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

**RESOLUTION  
TO ADOPT 2024 BUDGET, APPROPRIATE SUMS OF MONEY,  
AND AUTHORIZE THE CERTIFICATION OF THE TAX LEVY  
FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2**

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND, ADOPTING A BUDGET, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2024 TO HELP DEFRAY THE COSTS OF GOVERNMENT, AND APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2, ARAPAHOE COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2024, AND ENDING ON THE LAST DAY OF DECEMBER, 2024,

WHEREAS, the Board of Directors of the Fitzsimons Village Metropolitan District No. 2 has authorized its consultants to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget has been submitted to the Board of Directors of the District for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was available for inspection by the public at a designated public office, a public hearing was held on November 15, 2023 and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves or fund balances so that the budget remains in balance, as required by law; and

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$\_\_\_\_\_; and

WHEREAS, the Board of Directors finds that it is required to temporarily lower the operating mill levy to render a refund for \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for voter-approved bonds and interest is \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for contractual obligation purposes from property tax revenue as approved by voters from property tax revenue is \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for capital expenditure purposes from property tax revenue as approved by voters or at public hearing is \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for refunds/abatements is \$\_\_\_\_\_; and

WHEREAS, the 2023 valuation for assessment for the District as certified by the County Assessor of Arapahoe County is \$\_\_\_\_\_; and

WHEREAS, at an election held on May 5, 2020, the District has eliminated the revenue and expenditure limitations imposed on governmental entities by Article X, Section 20 of the Colorado Constitution and Section 29-1-301, C.R.S., as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2 OF ARAPAHOE COUNTY, COLORADO:

Section 1. Adoption of Budget. That the budget as submitted, and attached hereto and incorporated herein by this reference, and if amended, then as amended, is hereby approved and adopted as the budget of the Fitzsimons Village Metropolitan District for calendar year 2024.

Section 2. Budget Revenues. That the estimated revenues for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 3. Budget Expenditures. That the estimated expenditures for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 4. Levy of General Property Taxes. That the Board of Directors does hereby certify the levy of general property taxes for collection in 2024 as follows:

A. Levy for General Operating and Other Expenses. That for the purposes of meeting all general operating expense of the District during the 2024 budget year, there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2023.

B. Temporary Tax Credit or Rate Reduction. That pursuant to Section 39-1-111.5, C.R.S. for the purposes of effect of a refund for the purposes set forth in Section 20 of Article X of the Colorado Constitution, there is hereby certified a temporary property tax credit or temporary mill levy rate reduction of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2023.

C. Levy for General Obligation Bonds and Interest. That for the purposes of meeting all debt retirement expense of the District during the 2024 budget year, as the funding requirements of the current outstanding general obligation indebtedness is detailed in the following "Certification of Tax Levies," there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2023.

D. Levy for Contractual Obligations. That for the purposes of meeting the contractual obligation expense of the District during the 2024 budget year, as detailed in the following "Certification of Tax Levies," there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2023.

E. Levy for Capital Expenditures. That for the purposes of meeting all capital expenditures of the District during the 2024 budget year pursuant to Section 29-1-301(1.2) or 29-1-302(1.5), C.R.S., there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2023.

F. Levy for Refunds/Abatements. That for the purposes of recoupment of refunds/abatements of taxes pursuant to Section 39-10-114(1)(a)(I)(B), C.R.S., there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2023.

Section 5. Property Tax and Fiscal Year Spending Limits. That, being fully informed, the Board finds that the foregoing budget and mill levies do not result in a violation of any applicable property tax or fiscal year spending limitation.

Section 6. Certification. That the appropriate officers of the District are hereby authorized and directed to certify to the Board of County Commissioners of Arapahoe County, Colorado, the mill levies for the District herein above determined and set, or be authorized and directed to certify to the Board of County Commissioners of Arapahoe County, Colorado, as herein above determined and set, but as 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 or to implement the intent of the District. That said certification shall be in substantially the form set out and attached hereto and incorporated herein by this reference.

Section 7. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

*[remainder of page intentionally left blank; signature page follows]*

ADOPTED this 15<sup>th</sup> day of November, 2023.

FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

## LETTER OF BUDGET TRANSMITTAL

Date: January \_\_\_, 2024

To: Division of Local Government  
1313 Sherman Street, Room 521  
Denver, Colorado 80203

Attached are the 2024 budget and budget message for FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 2 in Arapahoe County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 15, 2023. If there are any questions on the budget, please contact:

CliftonLarsonAllen LLP  
Anna Jones, District Manager  
[Anna.Jones@claconnect.com](mailto:Anna.Jones@claconnect.com)  
8390 E. Crescent Pkwy., Ste. 300  
Greenwood Village, Colorado 80111  
Phone: 303-779-5710

I, Anna Jones, as District Manager of the Fitzsimons Village Metropolitan District No. 2 hereby certify that the attached is a true and correct copy of the 2024 budget.

By: \_\_\_\_\_



ATTACH COPY OF THE ADOPTED BUDGET AND  
THE CERTIFICATION OF TAX LEVIES

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3**  
**ANNUAL BUDGET**  
**FOR YEAR ENDING DECEMBER 31, 2024**

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3**  
**SUMMARY**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/10/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 22,882,915	\$ 20,021,924	\$ 20,658,597	\$ 20,658,597	\$ 4,279,847
REVENUES					
Developer advance	50,000	70,326	10,000	10,000	9,414
Property taxes	80,936	82,764	57,680	82,764	130,958
Property Taxes - ARI	1,799	1,839	1,282	1,839	2,910
Specific ownership taxes	5,499	5,353	2,928	3,508	13,432
Operations and maintenance fee	62,604	68,084	62,918	62,918	63,233
Public improvement fees	280,185	-	-	-	-
PIF - Debt Service	27,173	85,500	39,544	91,800	123,500
Transfer from Fitzsimons Village No. 1 - AURA	902,572	-	-	-	-
AURA Funding - Lodger Tax	-	297,330	169,403	283,681	300,692
AURA Funding - Property Tax	-	650,000	593,201	593,201	675,000
AURA Funding - Sales Tax	-	103,990	41,949	83,868	130,015
Transfer from AURA - ARI Property Taxes	4,501	4,365	-	4,365	5,331
Transfer from AURA - TIF Property Taxes	113,851	43,647	24,258	43,647	53,309
Transfer from Fitzsimons Village No. 1 - Taxes	-	9,039	7,235	8,598	9,805
Transfer from Fitzsimons Village No. 2 - Taxes	68,858	68,206	62,675	69,107	60,996
Interest income	338,043	465,000	470,324	695,000	335,000
Total revenues	<u>1,936,021</u>	<u>1,955,443</u>	<u>1,543,397</u>	<u>2,034,296</u>	<u>1,913,596</u>
TRANSFERS IN	<u>23,492</u>	<u>1,397,622</u>	<u>1,632,005</u>	<u>1,632,005</u>	<u>49,656</u>
Total funds available	<u>24,842,428</u>	<u>23,374,989</u>	<u>23,833,999</u>	<u>24,324,898</u>	<u>6,243,099</u>
EXPENDITURES					
General Fund	63,260	102,000	33,493	81,519	98,000
Special Revenue Fund	49,835	125,000	18,592	59,000	125,000
Debt Service Fund - Series 2021A-1	2,406,081	1,677,000	839,173	1,674,966	1,677,933
Debt Service Fund - Series 2021A-2	-	554,000	279,625	555,250	558,000
Capital Projects Fund	1,641,163	15,348,492	4,509,228	16,042,311	93,744
Total expenditures	<u>4,160,339</u>	<u>17,806,492</u>	<u>5,680,111</u>	<u>18,413,046</u>	<u>2,552,677</u>
TRANSFERS OUT	<u>23,492</u>	<u>1,397,622</u>	<u>1,632,005</u>	<u>1,632,005</u>	<u>49,656</u>
Total expenditures and transfers out requiring appropriation	<u>4,183,831</u>	<u>19,204,114</u>	<u>7,312,116</u>	<u>20,045,051</u>	<u>2,602,333</u>
ENDING FUND BALANCES	<u>\$ 20,658,597</u>	<u>\$ 4,170,875</u>	<u>\$ 16,521,883</u>	<u>\$ 4,279,847</u>	<u>\$ 3,640,766</u>
EMERGENCY RESERVE	\$ 2,200	\$ 2,400	\$ 1,400	\$ 2,400	\$ 3,200
DEBT SERVICE RESERVE	3,687,298	3,687,298	3,687,298	3,687,298	3,501,011
SURPLUS FUND RESERVE	726,964	94,734	965,204	523,922	136,555
CAPITALIZED INTEREST RESERVE	573,917	386,443	298,660	-	-
TOTAL RESERVE	<u>\$ 4,990,379</u>	<u>\$ 4,170,875</u>	<u>\$ 4,952,562</u>	<u>\$ 4,213,620</u>	<u>\$ 3,640,766</u>

No assurance provided. See summary of significant assumptions.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3**  
**PROPERTY TAX SUMMARY INFORMATION**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/7/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
<b>ASSESSED VALUATION</b>					
Residential	\$ -	\$ -	\$ -	\$ -	\$ 3,391,633
Commercial	-	-	-	-	343,170
State assessed	-	3,890	3,890	3,890	70
Vacant land	1,893,480	1,935,407	1,935,407	1,935,407	946,598
Personal property	-	-	-	-	185,222
	<u>1,893,480</u>	<u>1,939,297</u>	<u>1,939,297</u>	<u>1,939,297</u>	<u>4,866,693</u>
Adjustments (TIF)	(94,920)	(100,086)	(100,086)	(100,086)	(1,956,526)
Certified Assessed Value	<u>\$ 1,798,560</u>	<u>\$ 1,839,211</u>	<u>\$ 1,839,211</u>	<u>\$ 1,839,211</u>	<u>\$ 2,910,167</u>
<b>MILL LEVY</b>					
General	10.000	10.000	10.000	10.000	10.000
Debt Service	35.000	35.000	35.000	35.000	35.000
ARI	1.000	1.000	1.000	1.000	1.000
Total mill levy	<u>46.000</u>	<u>46.000</u>	<u>46.000</u>	<u>46.000</u>	<u>46.000</u>
<b>PROPERTY TAXES</b>					
General	\$ 17,986	\$ 18,392	\$ 18,392	\$ 18,392	\$ 29,102
Debt Service	62,950	64,372	64,372	64,372	101,856
ARI	1,799	1,839	1,839	1,839	2,910
Levied property taxes	<u>82,735</u>	<u>84,603</u>	<u>84,603</u>	<u>84,603</u>	<u>133,868</u>
Adjustments to actual/rounding	-	-	(25,641)	-	-
Budgeted property taxes	<u>\$ 82,735</u>	<u>\$ 84,603</u>	<u>\$ 58,962</u>	<u>\$ 84,603</u>	<u>\$ 133,868</u>
<b>BUDGETED PROPERTY TAXES</b>					
General	\$ 17,986	\$ 18,392	\$ 12,818	\$ 18,392	\$ 29,102
Debt Service	62,950	64,372	44,862	64,372	101,856
ARI	1,799	1,839	1,282	1,839	2,910
Budgeted property taxes	<u>\$ 82,735</u>	<u>\$ 84,603</u>	<u>\$ 58,962</u>	<u>\$ 84,603</u>	<u>\$ 133,868</u>

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3**  
**GENERAL FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/7/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ (26,118)	\$ 2,400	\$ 31,170	\$ 31,170	\$ 37,772
REVENUES					
Developer advance	50,000	70,326	10,000	10,000	9,414
Property taxes	17,986	18,392	12,818	18,392	29,102
Specific ownership taxes	1,315	1,280	700	1,280	3,212
Property Taxes - ARI	1,799	1,839	1,282	1,839	2,910
Interest income	159	-	-	-	-
Transfer from Fitzsimons Village No. 1 - Taxes	-	9,039	7,235	8,598	9,805
Transfer from AURA - ARI Property Taxes	4,501	4,365	-	4,365	5,331
Transfer from AURA - TIF Property Taxes	44,788	43,647	24,258	43,647	53,309
Total revenues	<u>120,548</u>	<u>148,888</u>	<u>56,293</u>	<u>88,121</u>	<u>113,083</u>
Total funds available	<u>94,430</u>	<u>151,288</u>	<u>87,463</u>	<u>119,291</u>	<u>150,855</u>
EXPENDITURES					
General and administrative					
Accounting	36,750	36,750	18,375	36,750	40,425
ARI Payment	1,771	1,811	1,263	1,811	2,867
Auditing	3,250	4,600	-	4,600	6,500
County Treasurer's fee	299	303	212	303	480
Dues and membership	428	650	349	349	550
Insurance	3,681	7,500	3,749	3,749	4,500
District management	1,100	30,000	6,409	20,000	22,000
District Management - Unbudgeted	1,607	-	-	-	-
Legal	8,657	10,000	2,558	7,500	10,000
Miscellaneous	872	3,521	486	1,500	4,847
PIF collection fees	-	500	-	500	500
Payment to ARTA - ARI Property Taxes	4,501	4,365	-	4,365	5,331
Election	344	2,000	92	92	-
Total expenditures	<u>63,260</u>	<u>102,000</u>	<u>33,493</u>	<u>81,519</u>	<u>98,000</u>
TRANSFERS OUT					
Transfers to other fund	-	46,888	-	-	49,656
Total expenditures and transfers out requiring appropriation	<u>63,260</u>	<u>148,888</u>	<u>33,493</u>	<u>81,519</u>	<u>147,656</u>
ENDING FUND BALANCES	<u>\$ 31,170</u>	<u>\$ 2,400</u>	<u>\$ 53,970</u>	<u>\$ 37,772</u>	<u>\$ 3,200</u>
EMERGENCY RESERVE	<u>\$ 2,200</u>	<u>\$ 2,400</u>	<u>\$ 1,400</u>	<u>\$ 2,400</u>	<u>\$ 3,200</u>
TOTAL RESERVE	<u>\$ 2,200</u>	<u>\$ 2,400</u>	<u>\$ 1,400</u>	<u>\$ 2,400</u>	<u>\$ 3,200</u>

No assurance provided. See summary of significant assumptions.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3**  
**SPECIAL REVENUE FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/7/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ (4,576)	\$ 10,028	\$ 8,193	\$ 8,193	\$ 12,111
REVENUES					
Operations and maintenance fee	62,604	68,084	62,918	62,918	63,233
Total revenues	<u>62,604</u>	<u>68,084</u>	<u>62,918</u>	<u>62,918</u>	<u>63,233</u>
TRANSFERS IN					
Transfers from other funds	-	46,888	-	-	49,656
Total funds available	<u>58,028</u>	<u>125,000</u>	<u>71,111</u>	<u>71,111</u>	<u>125,000</u>
EXPENDITURES					
Operations and maintenance					
Landscaping	11,429	15,000	4,357	9,000	15,000
Repairs and maintenance	-	50,000	-	5,000	50,000
Snow removal	38,406	60,000	14,235	45,000	60,000
Total expenditures	<u>49,835</u>	<u>125,000</u>	<u>18,592</u>	<u>59,000</u>	<u>125,000</u>
Total expenditures and transfers out requiring appropriation	<u>49,835</u>	<u>125,000</u>	<u>18,592</u>	<u>59,000</u>	<u>125,000</u>
ENDING FUND BALANCES	<u>\$ 8,193</u>	<u>\$ -</u>	<u>\$ 52,519</u>	<u>\$ 12,111</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3**  
**DEBT SERVICE FUND - SERIES 2021A-1**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/7/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 5,913,609	\$ 4,961,004	\$ 4,988,179	\$ 4,988,179	\$ 2,962,665
REVENUES					
Property taxes	62,950	64,372	44,862	64,372	101,856
Specific ownership taxes	4,184	4,073	2,228	2,228	10,220
Public improvement fees	280,185	-	-	-	-
Interest income	89,158	165,000	90,338	185,000	150,000
Transfer from Fitzsimons Village No. 1 - AURA	902,572	-	-	-	-
AURA Funding - Lodger Tax	-	297,330	169,403	283,681	300,692
AURA Funding - Property Tax	-	650,000	593,201	593,201	675,000
AURA Funding - Sales Tax	-	103,990	41,949	83,868	130,015
Transfer from AURA - TIF Property Taxes	69,063	-	-	-	-
Transfer from Fitzsimons Village No. 1 - PIF	27,173	-	-	-	-
Transfer from Fitzsimons Village No. 2 - Taxes	68,858	68,206	62,675	69,107	60,996
Total revenues	<u>1,504,143</u>	<u>1,352,971</u>	<u>1,004,656</u>	<u>1,281,457</u>	<u>1,428,779</u>
Total funds available	<u>7,417,752</u>	<u>6,313,975</u>	<u>5,992,835</u>	<u>6,269,636</u>	<u>4,391,444</u>
EXPENDITURES					
General and administrative					
County Treasurer's fee	952	966	673	966	1,528
Paying agent fees	4,000	7,000	5,000	7,000	7,000
Contingency	-	2,034	-	-	2,405
Debt Service					
Bond Interest - 2021A-1 Bonds	2,051,881	1,667,000	833,500	1,667,000	1,667,000
Transfers to Fitzsimons No. 1 - PIF	280,185	-	-	-	-
Transfers to Fitzsimons No. 1 - TIF Prop Tax	69,063	-	-	-	-
Total expenditures	<u>2,406,081</u>	<u>1,677,000</u>	<u>839,173</u>	<u>1,674,966</u>	<u>1,677,933</u>
TRANSFERS OUT					
Transfers to other fund	<u>23,492</u>	<u>1,350,734</u>	<u>1,632,005</u>	<u>1,632,005</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>2,429,573</u>	<u>3,027,734</u>	<u>2,471,178</u>	<u>3,306,971</u>	<u>1,677,933</u>
ENDING FUND BALANCES	<u>\$ 4,988,179</u>	<u>\$ 3,286,241</u>	<u>\$ 3,521,657</u>	<u>\$ 2,962,665</u>	<u>\$ 2,713,511</u>
DEBT SERVICE RESERVE	\$ 3,687,298	\$ 2,899,798	\$ 2,899,798	\$ 2,899,798	\$ 2,713,511
SURPLUS FUND RESERVE	726,964	-	621,859	62,867	-
CAPITALIZED INTEREST RESERVE	573,917	386,443	-	-	-
TOTAL RESERVE	<u>\$ 4,988,179</u>	<u>\$ 3,286,241</u>	<u>\$ 3,521,657</u>	<u>\$ 2,962,665</u>	<u>\$ 2,713,511</u>

No assurance provided. See summary of significant assumptions.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3**  
**DEBT SERVICE FUND - SERIES 2021A-2**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ 1,248,555
REVENUES					
PIF - Debt Service	-	85,500	39,544	91,800	123,500
Interest income	-	-	37,581	80,000	110,000
Total revenues	-	85,500	77,125	171,800	233,500
TRANSFERS IN					
Transfers from other funds	-	1,350,734	1,632,005	1,632,005	-
Total funds available	-	1,436,234	1,709,130	1,803,805	1,482,055
EXPENDITURES					
General and administrative					
Paying agent fees	-	-	4,000	4,000	4,000
Contingency	-	2,750	-	-	2,750
Debt Service					
Bond Interest - 2021A-2 Bonds	-	551,250	275,625	551,250	551,250
Total expenditures	-	554,000	279,625	555,250	558,000
Total expenditures and transfers out requiring appropriation	-	554,000	279,625	555,250	558,000
ENDING FUND BALANCES	\$ -	\$ 882,234	\$ 1,429,505	\$ 1,248,555	\$ 924,055
DEBT SERVICE RESERVE	\$ -	\$ 787,500	\$ 787,500	\$ 787,500	\$ 787,500
SURPLUS FUND RESERVE	-	94,734	343,345	461,055	136,555
CAPITALIZED INTEREST RESERVE	-	-	298,660	-	-
TOTAL RESERVE	\$ -	\$ 882,234	\$ 1,130,845	\$ 1,248,555	\$ 924,055

No assurance provided. See summary of significant assumptions.



**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3**  
**CAPITAL PROJECTS FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

11/7/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 17,000,000	\$ 15,048,492	\$ 15,631,055	\$ 15,631,055	\$ 18,744
REVENUES					
Interest income	248,726	300,000	342,405	430,000	75,000
Total revenues	<u>248,726</u>	<u>300,000</u>	<u>342,405</u>	<u>430,000</u>	<u>75,000</u>
TRANSFERS IN					
Transfers from other funds	<u>23,492</u>	-	-	-	-
Total funds available	<u>17,272,218</u>	<u>15,348,492</u>	<u>15,973,460</u>	<u>16,061,055</u>	<u>93,744</u>
EXPENDITURES					
Transfers to Fitzsimons Village No. 1	1,641,163	15,348,492	4,509,228	16,042,311	93,744
Total expenditures	<u>1,641,163</u>	<u>15,348,492</u>	<u>4,509,228</u>	<u>16,042,311</u>	<u>93,744</u>
Total expenditures and transfers out requiring appropriation	<u>1,641,163</u>	<u>15,348,492</u>	<u>4,509,228</u>	<u>16,042,311</u>	<u>93,744</u>
ENDING FUND BALANCES	<u>\$ 15,631,055</u>	<u>\$ -</u>	<u>\$ 11,464,232</u>	<u>\$ 18,744</u>	<u>\$ -</u>

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District was organized in July 2006 for the purpose of financing and providing public improvements and related operations and maintenance services within and outside of the boundaries of the District. The public improvements include streets, safety protection, park and recreation facilities, water, sewer, transportation and mosquito control. When appropriate, these improvements will be dedicated to the City of Aurora, Arapahoe County, or other such entities as appropriate for the use and benefit of the District taxpayers and service users. The District was organized in conjunction with two other related districts, Fitzsimons Village Metropolitan District No. 1 (District No. 1) and Fitzsimons Village Metropolitan District No. 2 (District No. 2). The District's service area is located within the City of Aurora, Arapahoe County, Colorado.

On May 2, 2006, District voters approved general obligation indebtedness of \$382,440,000 for street improvements, \$382,440,000 for parks and recreation, \$382,440,000 for water facilities, \$382,440,000 for sanitation system, \$382,440,000 for transportation, \$382,440,000 for mosquito control, \$382,440,000 for traffic and safety, \$382,440,000 for fire protection facilities or services, \$382,440,000 for television relay and translation facilities, \$5,000,000 for operations and maintenance, \$382,440,000 for intergovernmental contracts and \$382,449,000 for debt refunding. The District's service plan prohibits the District from providing fire protection and television relay and transmission facilities and services unless they are provided pursuant to an agreement with the City of Aurora. The election also approved an increase in ad valorem property taxes of up to \$5,000,000 annually and allows the District to collect fees of up to \$382,440,000 annually for operations and maintenance. The District's service plan limits total debt issuance to no more than \$382,440,000.

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

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

**Revenues**

**Property Taxes**

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

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues** (continued)

**Property Taxes** (continued)

Pursuant to the Service Plan, the District is required to adjust its maximum Required Mill Levy for changes in the ratio of actual to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in a amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the mill levy adopted by the District.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2024, the assessment rate for single family residential property decreases to 6.765% from 6.95%. The rate for multifamily residential property, the newly created subclass, decreases to 6.765% from 6.80%. Agricultural and renewable energy production property remains at 26.4%. Producing oil and gas remains at 87.5%. All other nonresidential property decreases to 27.90% from 29%.

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 6% of the property taxes when calculated using the current year's gross taxable assessed valuation.

**Interest Income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 5%.

**O&M Fee Pledge**

Pursuant to the Fitzsimons Village Metropolitan District Nos. 1 – 3 Joint Operations and Maintenance Fee Resolution, an operations and maintenance fee is imposed on all applicable property located in all Districts' boundaries. For commercial property, the fee was initially set at a rate of \$0.01002 per square foot per month. For residential property, the fee was initially set at a rate of \$1.12 per residential unit per month. The fee rates shall increase on January 1 annually thereafter.

On August 13, 2014, Districts Nos. 1 – 3 amended the resolution to increase the fee rates starting in 2015. With the Phase 2 project (hotel, conference center, and parking structure) and future Phase 3 project, the Districts' operation and maintenance costs (benefitting the entire Fitzsimons Village) will increase, hence the need for the fee rate increase.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (continued)**

**Transfer from Aurora Urban Renewal Authority (AURA) – ARI Property Taxes**

Pursuant to the District's Service Plan, if it collects a debt service mill levy, the District is required to impose a 1.000 mill levy to finance the planning, designing, permitting, construction, and acquisition of the regional improvements described in the ARI Master Plan. The ARI Master Plan is one or more master plans adopted by an ARI Authority establishing Regional Improvements, which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time.

**Transfer from Aurora Urban Renewal Authority (AURA) – TIF Property Taxes**

Pursuant to an intergovernmental agreement, the District anticipates receiving TIF property taxes from Aurora Urban Renewal Authority (AURA).

**Aurora Urban Renewal Authority (AURA) Revenues**

The District, the Developer and the Aurora Urban Renewal Authority (AURA) have entered into an agreement in which AURA will remit TIF Revenues (Pledged Lodger's Tax Revenues, Pledged Property Tax Revenues, Pledged Sales Tax Revenues and Pledged Use Tax Revenues) to the District to be used for the payment of principal and interest on the bonds issued for the construction of public improvements within the boundaries of District No. 2. The TIF Revenues are pledged to the 2021 Bonds issued by the District on December 28, 2021.

**Transfer from District No.1 – Taxes**

Pursuant to certain agreements, District No. 1 remits to the District net tax revenues to cover its share of the operations and maintenance costs.

**Transfer from District No. 2 - Taxes**

Pursuant to a Capital Pledge Agreement with Fitzsimons Village Metropolitan District No. 2, the District anticipates receiving net tax revenues from District No. 2 towards payment of the 2021 Bonds issued by the District on December 28, 2021.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures**

**General, Administrative, Operations and Maintenance Expenditures**

General and administrative expenditures include the estimated costs of services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance, membership dues, meeting and other administrative expenditures. Estimated operating expenditures related to landscaping, snow removal, and repairs and maintenance are included in the Special Revenue Fund budget.

**County Treasurer's Fees**

County Treasurer's fees have been computed at 1.5% of property tax collections.

**Payment to ARTA – ARI Property Taxes**

During 2024, revenues collected from AURA related to the ARI mill levy will be disbursed for the benefit of the Aurora Regional Improvement Authority, pursuant to the District's Service Plan.

**Debt Service**

Principal and interest payments are provided based on the debt amortization schedules from the Limited Tax General Obligation and Special Revenue Refunding and Improvement Bonds, Series 2021A-1 and the Taxable Parking/Limited General Obligation and Special Revenue Bonds, Series 2021A-2. See debt service schedules attached.

**Transfers to District No. 1**

Pursuant to a certain intergovernmental agreement, the District will transfer to District No. 1 approximately \$1,599,599 to pay for capital outlay expenditures.

**Debt and Leases**

The District issued Limited Tax General Obligation and Special Revenue Refunding and Improvement Bonds, Series 2021A-1 (the "2021A-1 Bonds") and Taxable Parking/Limited Tax General Obligation and Special Revenue Bonds, Series 2021A-2 (the "2021A-2 Taxable Bonds" and, together with the 2021A-1 Bonds, the "Bonds") on December 28, 2021, in the par amounts of \$40,040,000 for the 2021A-1 Bonds and \$7,875,000 for the 2021A-2 Taxable Bonds.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases (continued)**

**Use of Proceeds**

Proceeds from the sale of the 2021A-1 Bonds were used for the purposes of:

- (a) currently refunding District No. 1's Tax Increment/Public Improvement Fee Supported Junior Revenue Bonds, Series 2010B (the "2010B Bonds") and District No. 1's Refunding Tax Increment/Public Improvement Fee Supported Revenue Bonds, Series 2020 (the "2020 Bonds" and, together with the 2010B Bonds, the "Refunded Bonds");
- (b) financing public improvements, including a portion of the costs of a parking structure;
- (c) funding a portion of interest to accrue on the Series 2021A-1 Bonds;
- (d) funding the Reserve Fund; and
- (e) paying costs incurred in connection with the issuance of the 2021A-1 Bonds and the refunding of the Refunded Bonds.

Proceeds from the sale of the 2021A-2 Taxable Bonds were used for the purposes of:

- (a) financing public improvements, including a portion of the costs of a parking structure;
- (b) funding a portion of interest to accrue on the 2021A-2 Taxable Bonds;
- (c) funding the Taxable Reserve Fund; and
- (d) paying costs incurred in connection with the issuance of the 2021A-2 Taxable Bonds.

**Bonds Details**

The 2021A-1 Bonds and the 2021A-2 Taxable Bonds bear interest at rates ranging from 4.00% to 4.25%, and 7.00%, respectively, payable semiannually on June 1 and December 1, beginning on June 1, 2022, to the extent of available 2021A-1 Pledged Revenue with respect to the 2021A-1 Bonds and 2021A-2 Pledged Revenue with respect to the 2021A-2 Taxable Bonds. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2025 for the 2021A-1 Bonds and the 2021A-2 Taxable Bonds. The last maturity of the 2021A-1 Bonds is on December 1, 2055 and the 2021A-2 Taxable Bonds mature on December 1, 2041.

To the extent principal of any Bond is not paid when due, such principal shall remain outstanding until paid and is to continue to bear interest at the rate then borne by the Bond. To the extent interest on the Bonds is not paid when due, such interest shall compound on each June 1 and December 1, at the rate then borne by the Bonds.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases (continued)**

**Optional Redemption**

The Bonds are subject to redemption prior to maturity, at the option of the District, on December 1, 2026, and on any date thereafter, upon payment of par, accrued interest, and a redemption premium equal to a percentage of the principal amount so redeemed as follows:

<u>Date of Redemption</u>	<u>Redemption Premium</u>
December 1, 2026, to November 30, 2027	3.00%
December 1, 2027, to November 30, 2028	2.00
December 1, 2028, to November 30, 2029	1.00
December 1, 2029, and thereafter	0.00

**Pledged Revenue**

The Bonds are secured by and payable solely from the revenues pledged in accordance with the applicable Indenture. Both the 2021A-1 Pledged Revenue and the 2021A-2 Pledged Revenue include the Shared Pledged Revenue.

A portion of the 2021A-1 Pledged Revenue and the 2021A-2 Pledged Revenue consist of revenues of District No. 1 and District No. 2, which are pledged by such Districts to the District in accordance with Capital Pledge Agreements.

2021A-1 Pledged Revenue

The 2021A-1 Pledged Revenue (securing payment of the Series 2021A-1 Bonds) additionally includes the District No. 3 PIF Revenues, the District No. 2 Capital Fees and the District No. 3 Capital Fees.

2021A-2 Pledged Revenue

The 2021A-2 Pledged Revenue (securing payment of the Series 2021A-2 Taxable Bonds) additionally includes the Parking Fees of District No. 1, and the District No. 2 PIF Revenues.

Shared Pledged Revenue

The Shared Pledged Revenue includes the District No. 1 Shared Pledged Revenue and the District Nos. 2 and 3 Shared Pledged Revenue. Generally, Shared Pledged Revenue is anticipated to be applied to the payment of the Series 2021A-2 Taxable Bonds only in the event that Parking Fees and District No. 2 PIF Revenues on deposit with the Trustee as of May 15 and November 15 are not anticipated to be sufficient to pay debt service on the Series 2021A-2 Taxable Bonds when due on the succeeding June 1 and December 1, respectively.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases** (continued)

**Required Mill Levy**

District No. 2 and the District have covenanted to levy the Required Mill Levy generally meaning an ad valorem mill levy imposed upon all taxable property of District No. 2 and the District each year in an amount which would generate Property Tax Revenues (including any payments in lieu of taxes relating to such Property Tax Revenues) in the succeeding calendar year equal to the sum of (a) with respect to the Series 2021A-1 Bonds an amount equal to the Annual Tax-Exempt Financing Costs, plus (b) with respect to the Series 2021A-2 Taxable Bonds, an amount equal to the Annual Net Taxable Financing Costs, but (i) not in excess of 50.000 mills (subject to adjustment), and (ii) for so long as the Tax-Exempt Surplus Fund and the Taxable Surplus Fund are required to be maintained and are not fully funded to the Tax-Exempt Maximum Surplus Amount or Taxable Maximum Surplus Amount, respectively, the Required Mill Levy is to be not less than 35.000 mills (subject to adjustment).

Mill levies to be imposed for debt service by District No. 2 and the District are subject to adjustment for changes in the method of calculating assessed valuation on or after January 1, 2022, at which time the residential assessment rate was 7.15%. Such mill levies may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Boards in good faith so that to the extent possible, the actual tax revenues generated by such mill levy, as so adjusted, are neither diminished nor enhanced as a result of such changes. The minimum and maximum mill levies at December 31, 2023 for collection in 2024 were 35.000 and 50.000 mills, respectively.

A portion of Property Tax Revenues resulting from imposition of the Required Mill Levy by District No. 2 and the District will, for a period of time, constitute tax increment revenues initially payable to AURA in accordance with the Urban Renewal Law. AURA has agreed to remit such incremental property tax revenues to District No. 1 or the District in accordance with the 2008 Public Finance Agreement.

The District has no operating or capital leases.

**Reserves**

**Emergency Reserve**

TABOR requires local governments to establish Emergency Reserve. This reserve must be at least 3% of fiscal year spending.

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



**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3  
SCHEDULE OF ESTIMATED DEBT SERVICE REQUIREMENTS TO MATURITY**

**\$40,040,000**

**Limited Tax General Obligation and Special Revenue Refunding and Improvement Bonds  
Series 2021A-1**

**Dated December 28, 2021**

**Principal Due December 1**

**4.00% - 4.25% Interest Payable June 1 and December 1**

<u>Year Ended December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	-	1,667,000	1,667,000
2025	1,965,000	1,667,000	3,632,000
2026	1,815,000	1,588,400	3,403,400
2027	120,000	1,515,800	1,635,800
2028	430,000	1,511,000	1,941,000
2029	455,000	1,493,800	1,948,800
2030	515,000	1,475,600	1,990,600
2031	535,000	1,455,000	1,990,000
2032	595,000	1,433,600	2,028,600
2033	620,000	1,409,800	2,029,800
2034	685,000	1,385,000	2,070,000
2035	710,000	1,357,600	2,067,600
2036	780,000	1,329,200	2,109,200
2037	810,000	1,298,000	2,108,000
2038	885,000	1,265,600	2,150,600
2039	920,000	1,230,200	2,150,200
2040	1,000,000	1,193,400	2,193,400
2041	1,040,000	1,153,400	2,193,400
2042	1,125,000	1,111,800	2,236,800
2043	1,175,000	1,063,988	2,238,988
2044	1,270,000	1,014,050	2,284,050
2045	1,325,000	960,075	2,285,075
2046	1,425,000	903,763	2,328,763
2047	1,485,000	843,200	2,328,200
2048	1,595,000	780,088	2,375,088
2049	1,665,000	712,300	2,377,300
2050	1,780,000	641,538	2,421,538
2051	1,855,000	565,888	2,420,888
2052	1,985,000	487,050	2,472,050
2053	2,070,000	402,688	2,472,688
2054	2,205,000	314,713	2,519,713
2055	5,200,000	221,000	5,421,000
	<u>\$ 40,040,000</u>	<u>\$ 35,451,538</u>	<u>\$ 75,491,538</u>

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3  
SCHEDULE OF ESTIMATED DEBT SERVICE REQUIREMENTS TO MATURITY**

**\$7,875,000**

**Taxable Parking/Limited General Obligation and Special Revenue Bonds**

**Series 2021A-2**

**Dated December 28, 2021**

**Principal Due December 1**

**7.00% Interest Payable June 1 and December 1**

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<u>Year Ended December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	-	551,250	551,250
2025	65,000	551,250	616,250
2026	180,000	546,700	726,700
2027	215,000	534,100	749,100
2028	250,000	519,050	769,050
2029	275,000	501,550	776,550
2030	305,000	482,300	787,300
2031	330,000	460,950	790,950
2032	365,000	437,850	802,850
2033	395,000	412,300	807,300
2034	435,000	384,650	819,650
2035	470,000	354,200	824,200
2036	510,000	321,300	831,300
2037	555,000	285,600	840,600
2038	605,000	246,750	851,750
2039	655,000	204,400	859,400
2040	710,000	158,550	868,550
2041	1,555,000	108,850	1,663,850
	<u>\$ 7,875,000</u>	<u>\$ 7,061,600</u>	<u>\$ 14,936,600</u>

**RESOLUTION  
TO ADOPT 2024 BUDGET, APPROPRIATE SUMS OF MONEY,  
AND AUTHORIZE THE CERTIFICATION OF THE TAX LEVY  
FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3**

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND, ADOPTING A BUDGET, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2024 TO HELP DEFRAY THE COSTS OF GOVERNMENT, AND APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3, ARAPAHOE COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2024, AND ENDING ON THE LAST DAY OF DECEMBER, 2024,

WHEREAS, the Board of Directors of the Fitzsimons Village Metropolitan District No. 3 has authorized its consultants to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget has been submitted to the Board of Directors of the District for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was available for inspection by the public at a designated public office, a public hearing was held on November 15, 2023 and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves or fund balances so that the budget remains in balance, as required by law; and

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$\_\_\_\_\_; and

WHEREAS, the Board of Directors finds that it is required to temporarily lower the operating mill levy to render a refund for \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for voter-approved bonds and interest is \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for contractual obligation purposes from property tax revenue as approved by voters from property tax revenue is \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for capital expenditure purposes from property tax revenue as approved by voters or at public hearing is \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for refunds/abatements is \$\_\_\_\_\_; and

WHEREAS, the 2023 valuation for assessment for the District as certified by the County Assessor of Arapahoe County is \$\_\_\_\_\_; and

WHEREAS, at an election held on May 5, 2020, the District has eliminated the revenue and expenditure limitations imposed on governmental entities by Article X, Section 20 of the Colorado Constitution and Section 29-1-301, C.R.S., as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3 OF ARAPAHOE COUNTY, COLORADO:

Section 1. Adoption of Budget. That the budget as submitted, and attached hereto and incorporated herein by this reference, and if amended, then as amended, is hereby approved and adopted as the budget of the Fitzsimons Village Metropolitan District for calendar year 2024.

Section 2. Budget Revenues. That the estimated revenues for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 3. Budget Expenditures. That the estimated expenditures for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 4. Levy of General Property Taxes. That the Board of Directors does hereby certify the levy of general property taxes for collection in 2024 as follows:

A. Levy for General Operating and Other Expenses. That for the purposes of meeting all general operating expense of the District during the 2024 budget year, there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2023.

B. Temporary Tax Credit or Rate Reduction. That pursuant to Section 39-1-111.5, C.R.S. for the purposes of effect of a refund for the purposes set forth in Section 20 of Article X of the Colorado Constitution, there is hereby certified a temporary property tax credit or temporary mill levy rate reduction of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2023.

C. Levy for General Obligation Bonds and Interest. That for the purposes of meeting all debt retirement expense of the District during the 2024 budget year, as the funding requirements of the current outstanding general obligation indebtedness is detailed in the following "Certification of Tax Levies," there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2023.

D. Levy for Contractual Obligations. That for the purposes of meeting the contractual obligation expense of the District during the 2024 budget year, as detailed in the following "Certification of Tax Levies," there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2023.

E. Levy for Capital Expenditures. That for the purposes of meeting all capital expenditures of the District during the 2024 budget year pursuant to Section 29-1-301(1.2) or 29-1-302(1.5), C.R.S., there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2023.

F. Levy for Refunds/Abatements. That for the purposes of recoupment of refunds/abatements of taxes pursuant to Section 39-10-114(1)(a)(I)(B), C.R.S., there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2023.

Section 5. Property Tax and Fiscal Year Spending Limits. That, being fully informed, the Board finds that the foregoing budget and mill levies do not result in a violation of any applicable property tax or fiscal year spending limitation.

Section 6. Certification. That the appropriate officers of the District are hereby authorized and directed to certify to the Board of County Commissioners of Arapahoe County, Colorado, the mill levies for the District herein above determined and set, or be authorized and directed to certify to the Board of County Commissioners of Arapahoe County, Colorado, as herein above determined and set, but as 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 or to implement the intent of the District. That said certification shall be in substantially the form set out and attached hereto and incorporated herein by this reference.

Section 7. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

*[remainder of page intentionally left blank; signature page follows]*

ADOPTED this 15<sup>th</sup> day of November, 2023.

FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

LETTER OF BUDGET TRANSMITTAL

Date: January \_\_, 2024

To: Division of Local Government  
1313 Sherman Street, Room 521  
Denver, Colorado 80203

Attached are the 2024 budget and budget message for FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3 in Arapahoe County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 15, 2023. If there are any questions on the budget, please contact:

CliftonLarsonAllen LLP  
Anna Jones, District Manager  
Anna.Jones@claconnect.com  
8390 E. Crescent Pkwy., Ste. 300  
Greenwood Village, Colorado 80111  
Phone: 303-779-5710

I, Anna Jones, as District Manager of the Fitzsimons Village Metropolitan District No. 3 hereby certify that the attached is a true and correct copy of the 2024 budget.

By: \_\_\_\_\_

ATTACH COPY OF THE ADOPTED BUDGET AND  
THE CERTIFICATION OF TAX LEVIES



# APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: **Fitzsimons Village Metropolitan District No. 1**  
 A Quasi-Municipal Corporation and Political Subdivision  
 of the State of Colorado  
 c/o Clifton Larsen Allen  
 Development & Construction Manager:  
 CPX Dev & Construction Mgmt  
 Contract For: **Parking Garage at Fitzsimons 500**

Project: **Fitzsimons 500 Parking Garage**

Application Number: 17  
 Application Date: 10/30/23  
 Progress From: 10/01/23  
 Progress To: 10/31/23  
 Project Number: 22-x1006-001  
 Contract Date: 7/5/2022

## CONTRACT SUMMARY:

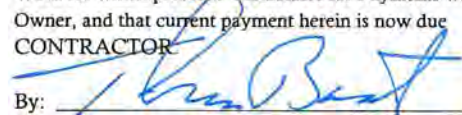
1. Original Contract Amount.....	\$	16,743,884.00
2. Change Orders approved to date.....	\$	-
3. Revised contract amount to date.....	\$	16,743,884.00

## STATUS OF ACCOUNT:

4. Value of completed work to date (total from column G on schedule of values).....	\$	12,975,205.61
5. Less _____ retained.....	\$	479,664.01
6. Total earned less retained amount.....	\$	12,495,541.60
7. Total amount previously approved (total from column D less retainage) .....	\$	11,141,457.73
8. Current Amount Due .....	\$	<b>1,354,083.87</b>
9. Balance to Finish (includes Retainage).....	\$	3,768,678.39

Change Order Summary			
Change No.	Date	Additions	Subtractions
Previous Totals			
Net Changes by Change Order			

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

By:   
 Thomas Banta, Chief Real Estate Officer

Date: 11/2/23

State of: Kentucky

County of: Kenton

Subscribed and sworn to before me this 2 day of November, 2023.

Notary Public: 

My Commission expires: ~~July 14, 2025~~ 10/31/2027

**CASEY LYNN KONIECZKA**  
 NOTARY PUBLIC  
 STATE AT LARGE  
 KENTUCKY  
 COMMISSION # KYNP80357  
 MY COMMISSION EXPIRES OCTOBER 3, 2027

**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply

**Fitzsimons 500 Parking Garage**

APPLICATION NO: 17

APPLICATION DATE: 10/30/2023

PERIOD TO: 10/31/2023

ARCHITECTS' PROJECT NO:

**OWNER**

A ITEM NO.	B DESCRIPTION OF WORK	C Original SCHEDULED VALUE	D TOTAL PRIOR ADJUSTMENTS	D ADJUSTMENTS THIS PERIOD	E Current/REVISED SCHEDULE OF VALUES	F WORK COMPLETED		H MATERIALS PRESENTLY STORED (NOT IN D OR E)	I TOTAL COMPLETED AND STORED TO DATE (D+E+F)	J % (G / C)	K BALANCE TO FINISH (C - G)	L RETAINAGE (IF VARIABLE RATE) 5%
						FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
						G						
1	<b>Building Construction</b>											
	Concrete	9,425,446.00	(201,150.00)		9,224,296.00	7,980,491.67	936,721.31		8,917,212.98	97%	307,083.02	375,912.87
	Masonry	139,506.00	4,778.00		144,284.00	86,307.10	17,486.40		103,793.50	72%	40,490.50	4,297.15
	Metals	609,282.00	188,976.00		798,258.00	442,895.50	83,718.50		526,614.00	66%	271,644.00	15,358.25
	Woods, Plastics & Composites	5,075.00	(75.00)		5,000.00				-	0%	5,000.00	0.00
	Thermal & Moisture Protection	212,136.00	(50,070.00)		162,066.00	59,477.00	3,355.00		62,832.00	39%	99,234.00	1,073.45
	Openings, Glass & Glazing	65,239.00	(25,462.00)		39,777.00	11,716.00			11,716.00	29%	28,061.00	486.55
	Finishes	254,559.00	(75,617.00)		178,942.00	5,800.00	15,350.00		21,150.00	12%	157,792.00	507.62
	Specialties	22,919.00	55,000.00		77,919.00	25,000.00			25,000.00	32%	52,919.00	0.00
	Equipment	60,900.00	(900.00)		60,000.00				-	0%	60,000.00	0.00
	Furnishings	65,000.00	(55,000.00)		10,000.00				-	0%	10,000.00	0.00
	Conveying Systems	214,338.00	1,762.00		216,100.00	112,995.00	56,497.47		169,492.47	78%	46,607.53	7,518.12
	Fire Suppression	55,703.00	(823.00)		54,880.00	12,465.00	2,511.00		14,976.00	27%	39,904.00	706.29
	Plumbing	421,770.00	(134,388.00)		287,382.00	205,790.40	22,962.00		228,752.40	80%	58,629.60	8,078.87
	HVAC	16,331.00	42,942.00		59,273.00	28,684.35			28,684.35	48%	30,588.65	1,400.47
	Electrical	1,040,313.00	(22,853.00)		1,017,460.00	721,292.00	84,000.00		805,292.00	79%	212,168.00	36,242.48
	Electronic Safety & Security	50,000.00	(25,000.00)		25,000.00				-	0%	25,000.00	0.00
	Earthwork	435,886.00	183,634.50		619,520.50	441,521.62			-441,521.62	71%	177,998.88	21,970.68
	Exterior Improvements	184,147.00	111,646.00		295,793.00				-	0%	295,793.00	0.00
	Site Utilities	203,468.00	(176,781.62)		26,686.38	26,686.38			26,686.38	100%	0.00	1,334.32
	General Contractor's General Requirements	583,395.00	175,560.30		758,955.30	291,203.52	144,567.20		435,770.72	57%	323,184.58	4,776.89
	General Contractor's General Conditions	641,026.00	20,001.00		661,027.00	375,706.44			375,706.44	57%	285,320.56	
	General Contractor's Contingency	416,877.00	(3,824.05)		413,052.95				-	0%	413,052.95	
	General Contractor's Insurance	164,541.00	(29,125.24)		135,415.76	134,340.57			134,340.57	99%	1,075.19	
	General Contractor's Fee	521,739.00	16,769.11		538,508.11	253,590.38	36,688.99		290,279.37	54%	248,228.74	
	Corporex Staffing & Fee (3%)	474,288.00			474,288.00	236,669.71			236,669.71	49.9%	237,618.29	0.00
2	<b>Architectural &amp; Engineering</b>											
	Civil Engineering	85,000.00	(6,550.00)		78,450.00	35,365.20	1,578.00		36,943.20	47%	41,506.80	0.00
	Permit	250,000.00	(21,767.50)		228,232.50	15,470.80			15,470.80	7%	212,761.70	0.00
	Testing	125,000.00			125,000.00	33,613.60	9,715.00		43,328.60	35%	81,671.40	0.00
	Geotechnical		10,000.00		10,000.00	4,655.00			4,655.00	47%	5,345.00	0.00
	Architectural		18,317.50		18,317.50	18,317.50			18,317.50	100%	0.00	0.00
		<b>16,743,884.00</b>	-	-	<b>16,743,884.00</b>	<b>11,560,054.74</b>	<b>1,415,150.87</b>	-	<b>12,975,205.61</b>	<b>77.5%</b>	<b>3,768,678.39</b>	<b>479,664.01</b>

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

# APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: **Fitzsimons Village Metropolitan District No. 1**  
 A Quasi-Municipal Corporation and Political Subdivision  
 of the State of Colorado  
 c/o Clifton Larsen Allen  
 Development & Construction Manager:  
 CPX Dev & Construction Mgmt  
 Contract For: **Fitz Promenade**

Project: **Fitz Promenade**

Application Number: **1**  
 Application Date: **10/10/23**  
 Progress From: **09/01/23**  
 Progress To: **09/30/23**  
 Project Number: **22-x1006-003**  
 Contract Date: **10/10/2023**

## CONTRACT SUMMARY:

1. Original Contract Amount..... \$ 1,538,176.53  
 2. Change Orders approved to date..... \$ -  
 3. Revised contract amount to date..... \$ 1,538,176.53

## STATUS OF ACCOUNT:

4. Value of completed work to date (total from column G on schedule of values)..... \$ 155,404.53  
 5. Less 10% retained..... \$ -  
 6. Total earned less retained amount..... \$ 155,404.53  
 7. Total amount previously approved (total from column D less retainage) ..... \$ -  
 8. Current Amount Due ..... **\$ 155,404.53**  
 9. Balance to Finish (includes Retainage)..... \$ 1,382,772.00

Change Order Summary			
Change No.	Date	Additions	Subtractions
Previous Totals			
Net Changes by Change Order			

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

CONTRACTOR:

By: Thomas Banta  
 Thomas Banta, Chief Real Estate Officer

Date: 10/10/23

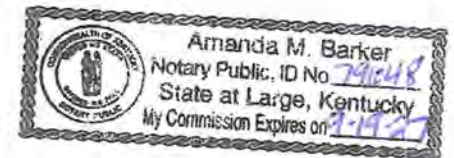
State of: Kentucky

County of: Kenton

Subscribed and sworn to before me this 10 day of October, 2023.

Notary Public: Amanda M. Parker

My Commission expires: 9-19-27





Conditional Waiver and Release on Progress Payment

Project: Fitzsimons Promenade

Job No.: 22-xi006-003

On receipt by the undersigned of a check from Fitzsimons Metropolitan District No. 1 in the sum of \$155,404.53 payable to Corporex Development & Construction Management, LLC and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, and private bond right, and claim for payment and rights under similar ordinance, rule or statute related to claims or payment rights for person in the undersigned's position that the undersigned has on the job of Fitzsimons Promenade located at Aurora, CO to the following extent. This release covers the payment to the undersigned for all labor, services, equipment or materials furnished to the jobsite or to Fitzsimons Metropolitan District No. 1 (person with whom undersigned contracted), as of 09/30/2023 except for disputed claims in the amount of \$0.00. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Dated: 10/10/23

Corporex Development & Construction Management, LLC  
(Company Name)

By: Thomas Banta

Thomas Banta, Chief Real Estate Officer

STATE OF: Kentucky

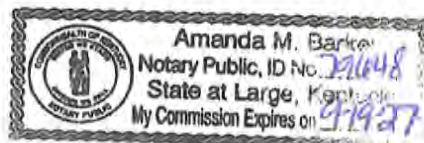
)SS:

COUNTY OF: Kenton


The foregoing instrument was acknowledged before me this 10 day of October, 2023 by Thomas Banta as Chief Real Estate Officer on behalf of Corporex Development & Construction Management LLC.

Amanda M. Barker

Notary Public



22x1006 083  
50104080



**Altitude Land Consultants, Inc.**  
3461 Ringsby Court, #125  
Denver, CO 80216 US  
720.594.9494

**Invoice**

**BILL TO**  
20-131 (Boulevard Streetscape)  
Alan Rodzen  
Corporex  
188 Inverness Drive West, Suite 500  
Englewood, CO 80112  
ARodzen@Corporex.com

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
20-131.25	09/07/2023	\$2,950.00	09/07/2023	Due on receipt	

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACCOUNT SUMMARY	AMOUNT
08/07/2023	Balance Forward	0.00
	Other payments and credits after 08/07/2023 through 09/06/2023	0.00
09/07/2023	Other invoices from this date	0.00
	New charges (details below)	2,950.00
	<b>Total Amount Due</b>	<b>2,950.00</b>

DESCRIPTION	QTY	RATE	AMOUNT
<b>Project Name: Fitzsimons Boulevard Streetscape - Services in August 2023</b>			
<b>Land Surveying</b> Land Survey Plat (LSP) - 0% this invoice (100% invoiced to date)	0	3,500.00	0.00
<b>Civil Engineering</b> Conceptual Civil Design - HOURLY as requested	0	130.00	0.00
<b>Civil Engineering</b> City of Aurora Site Plan - CIVIL - 0% this invoice (95% invoiced to date)	0	28,500.00	0.00
<b>Civil Engineering</b> Civil CD's - 10% this invoice (80% invoiced to date)	0.10	16,500.00	1,650.00
<b>Civil Engineering</b> Stormwater Management Plan (SWMP) - 0% this invoice (0% invoiced to date)	0	3,000.00	0.00
<b>Land Surveying</b> Water Easement - 0% this invoice (100% invoiced to date)	0	1,450.00	0.00
<b>Reimbursements</b> Mileage	0	0.75	0.00
<b>Reimbursements</b>	0	0.00	0.00

Please PAY ONLINE or remit payment to:  
Altitude Land Consultants, Inc.  
3461 Ringsby Court, #125  
Denver, CO 80216

# APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: **Fitzsimons Village Metropolitan District No. 1**  
 A Quasi-Municipal Corporation and Political Subdivision  
 of the State of Colorado  
 c/o Clifton Larsen Allen  
 Development & Construction Manager:  
 CPX Dev & Construction Mgmt  
 Contract For: **Fitz Promenade**

Project: **Fitz Promenade**

Application Number: 2  
 Application Date: 10/30/23  
 Progress From: 10/01/23  
 Progress To: 10/31/23  
 Project Number: 22-x1006-003  
 Contract Date: 10/10/2023

## CONTRACT SUMMARY:

1. Original Contract Amount.....	\$	1,538,176.53
2. Change Orders approved to date.....	\$	155.00
3. Revised contract amount to date.....	\$	1,538,331.53

## STATUS OF ACCOUNT:

4. Value of completed work to date (total from column G on schedule of values).....	\$	161,409.53
5. Less <u>10%</u> retained.....	\$	-
6. Total earned less retained amount.....	\$	161,409.53
7. Total amount previously approved (total from column D less retainage) .....	\$	155,404.53
8. Current Amount Due .....	\$	<b>6,005.00</b>
9. Balance to Finish (includes Retainage).....	\$	1,376,922.00

Change Order Summary			
Change No.	Date	Additions	Subtractions
Previous Totals			
Net Changes by Change Order			

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

By: *Thomas Banta*  
 Thomas Banta, Chief Real Estate Officer

Date: 11/3/23

State of: Kentucky  
 County of: Kenton  
 Subscribed and sworn to before me this 2 day of November, 2023.

Notary Public: *Casey Lynn Konieczka*  
 My Commission expires: 10-3-2027

**CASEY LYNN KONIECZKA**  
 NOTARY PUBLIC  
 STATE AT LARGE  
 KENTUCKY  
 COMMISSION # KYNP80357  
 MY COMMISSION EXPIRES OCTOBER 3, 2027

**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply

**Fitz Promenade**  
 APPLICATION NO: 2  
 APPLICATION DATE: 10/30/2023  
 PERIOD TO: 10/31/2023  
 ARCHITECTS' PROJECT NO:

**OWNER**

A ITEM NO.	B DESCRIPTION OF WORK	C Original SCHEDULED VALUE	D TOTAL PRIOR ADJUSTMENTS	D ADJUSTMENTS THIS PERIOD	E Current/REVISED SCHEDULE OF VALUES	F WORK COMPLETED		H MATERIALS PRESENTLY STORED (NOT IN D O R E)	I TOTAL COMPLETED AND STORED TO DATE (D+E+F)	J % (G / C)	K BALANCE TO FINISH (C - G)	L RETAINAGE (IF VARIABLE RATE) 10%
						F FROM PREVIOUS APPLICATION (D + E)	G THIS PERIOD					
						1	<b>Building Construction</b>					
	General Conditions	337,947.00			337,947.00	695.00			695.00	0.21%	337,252.00	0.00
	Concrete	307,598.00			307,598.00					0.00%	307,598.00	0.00
	Woods, Plastics & Composites	55,107.00			55,107.00					0.00%	55,107.00	0.00
	Specialties									#DIV/0!	0.00	0.00
	Equipment									#DIV/0!	0.00	0.00
	Furnishings	159,045.00			159,045.00					0.00%	159,045.00	0.00
	Conveying Systems									#DIV/0!	0.00	0.00
	Fire Suppression									#DIV/0!	0.00	0.00
	Plumbing									#DIV/0!	0.00	0.00
	HVAC									#DIV/0!	0.00	0.00
	Electrical	25,232.00			25,232.00					0.00%	25,232.00	0.00
	Electronic Safety & Security									#DIV/0!	0.00	0.00
	Earthwork	205,664.00			205,664.00					0.00%	205,664.00	0.00
	Exterior Improvements	205,575.00			205,575.00					0.00%	205,575.00	0.00
	Site Utilities									#DIV/0!	0.00	0.00
	General Contractor's General Requirements									#DIV/0!	0.00	0.00
	General Contractor's General Conditions									#DIV/0!	0.00	0.00
	General Contractor's Contingency									#DIV/0!	0.00	0.00
	General Contractor's Insurance	15,805.00			15,805.00					0.00%	15,805.00	0.00
	General Contractor's Fee	65,564.00			65,564.00					0.00%	65,564.00	0.00
	Corporex Staffing & Fee (3%)									#DIV/0!	0.00	0.00
2	Architectural & Engineering	70,832.53		155.00	70,987.53	70,832.53	155.00		70,987.53	100.00%	0.00	0.00
	Civil Engineering	86,091.00			86,091.00	80,161.00	5,850.00		86,011.00	99.91%	80.00	0.00
	Permits & Fees	3,716.00			3,716.00	3,716.00			3,716.00	100.00%	0.00	0.00
	Testing									#DIV/0!	0.00	0.00
										#DIV/0!	0.00	0.00
										#DIV/0!	0.00	0.00
										#DIV/0!	0.00	0.00
		<b>1,538,176.53</b>	-	<b>155.00</b>	<b>1,538,331.53</b>	<b>155,404.53</b>	<b>6,005.00</b>		<b>161,409.53</b>	<b>10.5%</b>	<b>1,376,922.00</b>	-

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.



Conditional Waiver and Release on Progress Payment

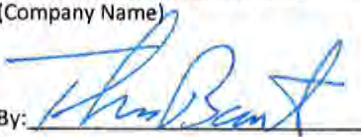
Project: Fitzsimons Promenade

Job No.: 22-xl006-003

On receipt by the undersigned of a check from Fitzsimons Metropolitan District No. 1 in the sum of \$6,005.00 payable to Corporex Development & Construction Management, LLC and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, and private bond right, and claim for payment and rights under similar ordinance, rule or statute related to claims or payment rights for person in the undersigned's position that the undersigned has on the job of Fitzsimons Promenade, located at Aurora, CO to the following extent. This release covers the payment to the undersigned for all labor, services, equipment or materials furnished to the jobsite or to Fitzsimons Metropolitan District No. 1 (person with whom undersigned contracted), as of 10/31/2023 except for disputed claims in the amount of \$0.00. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Dated: 11/2/2023

Corporex Development &  
Construction Management, LLC  
(Company Name)

By:   
Thomas Banta, Chief Real Estate Officer

STATE OF: Kentucky)

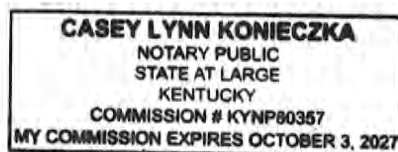
)SS:

COUNTY OF: Kenton)

The foregoing instrument was acknowledged before me this 2 day of November, 2023 by Thomas Banta as Chief Real Estate Officer on behalf of Corporex Development & Construction Management LLC.



Notary Public





**S.A. Miro, Inc.**  
**accounting@samiro.com**  
**4582 S.Ulster St. Pkwy., Ste.750**  
**Denver, CO 80237-2639**  
**(303)741-3737**

Fitzsimons Metropolitan District #1  
 Stephen Sapp c/o Clifton Larson  
 8390 E. Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111

Invoice number 034291  
 Date 09/23/2023  
 Project **22-028 FITZ VILLAGE WQ-CIVIL**

For Professional Services Through 09/23/2023

Stephen Sapp c/o Clifton Larson  
 constructionap@corporex.com  
 Contact info for CLA re: invoicing  
 Carrie Beacom, CPA  
 Controller, Outsourcing  
 Business Operations (BizOps)  
 Direct 303-265-7858  
 CLA (CliftonLarsonAllen LLP)  
 carrie.beacom@claconnect.com

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
<b>12-81 ASA #1 - ADDITIONAL WQ DESIGN</b>	15,000.00	100.00	15,000.00	12,000.00	3,000.00
Total	15,000.00	100.00	15,000.00	12,000.00	3,000.00

Invoice total **3,000.00**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
034170	08/26/2023	12,000.00		12,000.00			
034291	09/23/2023	3,000.00	3,000.00				
	Total	15,000.00	3,000.00	12,000.00	0.00	0.00	0.00

Approved by:

Jason D. Carr



SpencerFane®

Phone 816.474.8100  
Federal ID # 44-0561981

Fitzsimons Village Met Dist No. 1  
c/o CliftonLarsenAllen  
Attn: Bob Blodgett  
Greenwood Village, CO 80111

INVOICE NO.: 1225047  
INVOICE DATE: 10/05/2023  
CLIENT NO.: 5036192  
BILL ID: 8370

**BILLING SUMMARY**

**CURRENT INVOICE**

Total Legal Fees	2,172.00
Total Disbursements	12.00
<b>Current Total</b>	<b>2,184.00</b>
Outstanding Invoices as of 10/05/2023	5,736.00
<b>TOTAL DUE</b>	<b>7,920.00</b>

**Payment Options**  
ACH/Wire

**Client/Matter**  
Check  
Credit Card



**SUMMARY OF INVOICE**

FOR PERIOD ENDING 09/30/2023  
(SEE DETAIL ATTACHED)

<b><u>Matter Number</u></b>	<b><u>Matter Description</u></b>	<b><u>Fees</u></b>	<b><u>Discount</u></b>	<b><u>Costs</u></b>	<b><u>Tax</u></b>	<b><u>Total</u></b>
5036192-0004	Minutes	227.00	0.00	0.00	0.00	227.00
5036192-0008	District Map	36.00	0.00	0.00	0.00	36.00
5036192-0019	Conflict of Interest	161.00	0.00	12.00	0.00	173.00
5036192-0600	Contracts/Construction	880.00	0.00	0.00	0.00	880.00
5036192-1200	Insurance Claims	528.00	0.00	0.00	0.00	528.00
5036192-1500	Real Property (Except Easements)	340.00	0.00	0.00	0.00	340.00
	<b>Invoice Total</b>					<b>2,184.00</b>

Current Trust Balance 0.00

Re: File 5036192-0600

Contracts/Construction

Invoice for period ended

09/30/2023

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
09/11/2023	TNG	Follow up on approval of Pay Application.	0.20	88.00
09/21/2023	TNG	Review Turner Change Order for Promenade Park work; prepare Change Order No. 2 to District-Builder agreement to add same.	1.50	660.00
09/22/2023	TNG	Emails with T. Banta regarding Change Order Nos. 1 and 2; review prior change order no. 1.	0.30	132.00

**Total Service**

**880.00**

**TOTAL FOR FILE 5036192-0600**

**\$880.00**



**EXHIBIT B****FORM OF PROJECT FUND REQUISITION**

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3  
 (IN THE CITY OF AURORA)  
 ARAPAHOE COUNTY, COLORADO  
 LIMITED TAX GENERAL OBLIGATION AND SPECIAL REVENUE REFUNDING  
 AND IMPROVEMENT BONDS  
 SERIES 2021A-1**

Requisition No.   22  

\$1,354,083.87

The above captioned bonds were issued pursuant to an Indenture of Trust dated December 28, 2021 (the "Indenture") between the Fitzsimons Village Metropolitan District No. 3 (the "District") and UMB Bank, n.a., as trustee ("Trustee"). All capitalized terms used in this Project Fund Requisition shall have the meanings ascribed to such terms by the Indenture.

The undersigned District Representative (capitalized terms used herein shall have the meanings ascribed thereto by the above Indenture) hereby makes a requisition from the Project Fund held by UMB Bank, n.a., as Trustee under the Indenture, and in support thereof states:

1. The amount to be paid or reimbursed pursuant hereto is \$1,354,083.87.
2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows: Corporex Development and Construction Management LLC, 100 E. Rivercenter Blvd, Suite 1100, Covington KY 41011\_\_
3. Payment is due to the above person for (describe nature of the obligation): Pay Application #17 for Fitzsimons 500 Parking Garage.
4. The amount to be paid or reimbursed pursuant hereto shall be transmitted by the Trustee as follows (wire transfer or other transmission instructions): wire transfer\_
5. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund, and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.
6. The District Representative hereby further certifies that no Event of Default has occurred and is continuing under the Indenture.

- 7. With respect to the disbursement of funds by the Trustee from the Project Fund pursuant to this Project Fund Requisition, on behalf of the District, the undersigned District Representative or District President hereby: (a) certifies that the District has reviewed the wire instructions set forth in this Project Fund Requisition, and confirms that, to the best of the District’s knowledge, such wire instructions are accurate; (b) agrees that, to the extent permitted by law, the District will indemnify and hold harmless the Trustee from and against any and all claims, demands, losses, liabilities, and expenses sustained, including, without limitation, attorney fees, arising directly or indirectly from the Trustee’s disbursement of funds from the Project Fund in accordance with this Project Fund Requisition and the wiring instructions provided herein; and (iii) agrees that the District will not seek recourse from the Trustee as a result of losses incurred by the District arising from the Trustee’s disbursement of funds in accordance with this Project Fund Requisition.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_\_\_.

Suzanne Schlicht, as District Representative

By \_\_\_\_\_  
 Name Suzanne Schlicht \_\_\_\_\_  
 Title President \_\_\_\_\_

Gigi Pangindian, as District Accountant

By \_\_\_\_\_



**EXHIBIT B****FORM OF PROJECT FUND REQUISITION**

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3  
 (IN THE CITY OF AURORA)  
 ARAPAHOE COUNTY, COLORADO  
 LIMITED TAX GENERAL OBLIGATION AND SPECIAL REVENUE REFUNDING  
 AND IMPROVEMENT BONDS  
 SERIES 2021A-1**

Requisition No.   23  

\$161,409.53

The above captioned bonds were issued pursuant to an Indenture of Trust dated December 28, 2021 (the "Indenture") between the Fitzsimons Village Metropolitan District No. 3 (the "District") and UMB Bank, n.a., as trustee ("Trustee"). All capitalized terms used in this Project Fund Requisition shall have the meanings ascribed to such terms by the Indenture.

The undersigned District Representative (capitalized terms used herein shall have the meanings ascribed thereto by the above Indenture) hereby makes a requisition from the Project Fund held by UMB Bank, n.a., as Trustee under the Indenture, and in support thereof states:

1. The amount to be paid or reimbursed pursuant hereto is \$161,409.53.
2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows: Corporex Development and Construction Management LLC, 100 E. Rivercenter Blvd, Suite 1100, Covington KY 41011\_\_
3. Payment is due to the above person for (describe nature of the obligation): Pay Application #1 and #2 for Fitz Promenade.
4. The amount to be paid or reimbursed pursuant hereto shall be transmitted by the Trustee as follows (wire transfer or other transmission instructions): wire transfer\_
5. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund, and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.
6. The District Representative hereby further certifies that no Event of Default has occurred and is continuing under the Indenture.

- 7. With respect to the disbursement of funds by the Trustee from the Project Fund pursuant to this Project Fund Requisition, on behalf of the District, the undersigned District Representative or District President hereby: (a) certifies that the District has reviewed the wire instructions set forth in this Project Fund Requisition, and confirms that, to the best of the District’s knowledge, such wire instructions are accurate; (b) agrees that, to the extent permitted by law, the District will indemnify and hold harmless the Trustee from and against any and all claims, demands, losses, liabilities, and expenses sustained, including, without limitation, attorney fees, arising directly or indirectly from the Trustee’s disbursement of funds from the Project Fund in accordance with this Project Fund Requisition and the wiring instructions provided herein; and (iii) agrees that the District will not seek recourse from the Trustee as a result of losses incurred by the District arising from the Trustee’s disbursement of funds in accordance with this Project Fund Requisition.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_\_\_.

Suzanne Schlicht \_\_\_\_\_, as District Representative

By \_\_\_\_\_  
 Name Suzanne Schlicht \_\_\_\_\_  
 Title President \_\_\_\_\_

Gigi Pangindian, as District Accountant

By \_\_\_\_\_

**EXHIBIT B**

**FORM OF PROJECT FUND REQUISITION**

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3**  
**(IN THE CITY OF AURORA)**  
**ARAPAHOE COUNTY, COLORADO**  
**LIMITED TAX GENERAL OBLIGATION AND SPECIAL REVENUE REFUNDING**  
**AND IMPROVEMENT BONDS**  
**SERIES 2021A-1**

Requisition No.   24  

\$3,000.00

The above captioned bonds were issued pursuant to an Indenture of Trust dated December 28, 2021 (the “Indenture”) between the Fitzsimons Village Metropolitan District No. 3 (the “District”) and UMB Bank, n.a., as trustee (“Trustee”). All capitalized terms used in this Project Fund Requisition shall have the meanings ascribed to such terms by the Indenture.

The undersigned District Representative (capitalized terms used herein shall have the meanings ascribed thereto by the above Indenture) hereby makes a requisition from the Project Fund held by UMB Bank, n.a., as Trustee under the Indenture, and in support thereof states:

1. The amount to be paid or reimbursed pursuant hereto is \$3,000.00.
2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows: SA Miro, Inc, 4582 S Ulster St. Pkwy, Suite 740, Denver CO 80237-2639 \_\_\_\_\_
3. Payment is due to the above person for (describe nature of the obligation): Invoice 034291 for Baysaver Design.
4. The amount to be paid or reimbursed pursuant hereto shall be transmitted by the Trustee as follows (wire transfer or other transmission instructions): wire transfer\_
5. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund, and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.
6. The District Representative hereby further certifies that no Event of Default has occurred and is continuing under the Indenture.

- 7. With respect to the disbursement of funds by the Trustee from the Project Fund pursuant to this Project Fund Requisition, on behalf of the District, the undersigned District Representative or District President hereby: (a) certifies that the District has reviewed the wire instructions set forth in this Project Fund Requisition, and confirms that, to the best of the District’s knowledge, such wire instructions are accurate; (b) agrees that, to the extent permitted by law, the District will indemnify and hold harmless the Trustee from and against any and all claims, demands, losses, liabilities, and expenses sustained, including, without limitation, attorney fees, arising directly or indirectly from the Trustee’s disbursement of funds from the Project Fund in accordance with this Project Fund Requisition and the wiring instructions provided herein; and (iii) agrees that the District will not seek recourse from the Trustee as a result of losses incurred by the District arising from the Trustee’s disbursement of funds in accordance with this Project Fund Requisition.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_\_\_.

Suzanne Schlicht \_\_\_\_\_, as District Representative

By \_\_\_\_\_  
 Name Suzanne Schlicht \_\_\_\_\_  
 Title President \_\_\_\_\_

Gigi Pangindian, as District Accountant

By \_\_\_\_\_

**EXHIBIT B****FORM OF PROJECT FUND REQUISITION**

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3  
 (IN THE CITY OF AURORA)  
 ARAPAHOE COUNTY, COLORADO  
 LIMITED TAX GENERAL OBLIGATION AND SPECIAL REVENUE REFUNDING  
 AND IMPROVEMENT BONDS  
 SERIES 2021A-1**

Requisition No.   25  

\$880.00

The above captioned bonds were issued pursuant to an Indenture of Trust dated December 28, 2021 (the "Indenture") between the Fitzsimons Village Metropolitan District No. 3 (the "District") and UMB Bank, n.a., as trustee ("Trustee"). All capitalized terms used in this Project Fund Requisition shall have the meanings ascribed to such terms by the Indenture.

The undersigned District Representative (capitalized terms used herein shall have the meanings ascribed thereto by the above Indenture) hereby makes a requisition from the Project Fund held by UMB Bank, n.a., as Trustee under the Indenture, and in support thereof states:

1. The amount to be paid or reimbursed pursuant hereto is \$880.00.
2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows: Fitzsimons Village MD No. 1, 8390 E Crescent Pkwy, Suite 300, Greenwood Village CO 80111 \_\_\_\_\_
3. Payment is due to the above person for (describe nature of the obligation): Spencer Fane legal invoice for contracts/construction.
4. The amount to be paid or reimbursed pursuant hereto shall be transmitted by the Trustee as follows (wire transfer or other transmission instructions): wire transfer\_
5. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund, and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.
6. The District Representative hereby further certifies that no Event of Default has occurred and is continuing under the Indenture.

- 7. With respect to the disbursement of funds by the Trustee from the Project Fund pursuant to this Project Fund Requisition, on behalf of the District, the undersigned District Representative or District President hereby: (a) certifies that the District has reviewed the wire instructions set forth in this Project Fund Requisition, and confirms that, to the best of the District’s knowledge, such wire instructions are accurate; (b) agrees that, to the extent permitted by law, the District will indemnify and hold harmless the Trustee from and against any and all claims, demands, losses, liabilities, and expenses sustained, including, without limitation, attorney fees, arising directly or indirectly from the Trustee’s disbursement of funds from the Project Fund in accordance with this Project Fund Requisition and the wiring instructions provided herein; and (iii) agrees that the District will not seek recourse from the Trustee as a result of losses incurred by the District arising from the Trustee’s disbursement of funds in accordance with this Project Fund Requisition.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_\_\_.

Suzanne Schlicht \_\_\_\_\_, as District Representative

By \_\_\_\_\_  
 Name Suzanne Schlicht \_\_\_\_\_  
 Title President \_\_\_\_\_

Gigi Pangindian, as District Accountant

By \_\_\_\_\_

October 26, 2023

Suzanne Schlicht  
*Board of Directors*  
Fitzsimons Village Metropolitan District No. 1  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111

Dear Suzanne:

We are pleased to serve as the independent auditors for Fitzsimons Village Metropolitan District No. 1 ("Client") for the year ended December 31, 2023. This letter, together with the attached Professional Services Terms and Conditions – Attest Engagements, confirms the terms of our engagement, and are collectively referred to herein as the "Letter" or the "Engagement Letter".

#### Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be 6,500. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

#### Audit Scope and Objectives

We will audit Client's financial statements, as of and for the year ended December 31, 2023, and the disclosures (collectively, the "financial statements"), and if applicable, supplementary information.

The objectives of our audit are to obtain reasonable assurance about whether Client's financial statements taken as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

The other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

#### Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Client or to acts by management or employees acting on behalf of Client.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.



In the conduct of our audit, we will obtain an understanding of Client and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about Client's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

#### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making available to us drafts of financial statements, all financial records, and related information, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Client involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former

employees, regulators, or others. In addition, management is responsible for identifying and ensuring that Client complies with applicable laws and regulations.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP ("Wipfli"), its partners, employees, agents, and assigns from any claim, liability, cost, or expense relating to our services under this Engagement Letter attributable in any respect to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

### Reporting

We will issue a written report upon completion of our audit of Client's financial statements. Our report will be addressed to the board of directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

### Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, has been discussed with appropriate personnel. Timely completion of this work will facilitate the completion of our engagement.

### Engagement Partner

Greg Livin will be your audit engagement partner.

### Other Services

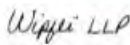
We may prepare (or assist in preparing) Client financial statements in conformity with GAAP based on information provided by management, but the responsibility for the financial statements remains with management.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### Conclusion and Approval to Proceed

If the terms of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.



Wipfli LLP

ACCEPTED: FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

GL/tlp

Enc.

**1. Entire Agreement**

These Terms and Conditions, together with the engagement letter ("Engagement Letter") to which these Terms and Conditions are attached, and the Engagement Letter's other appendices and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendices (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli's independence from Client requiring pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as "we" or "us" or in a similar manner, and Client may be referred to as "you" or "a" in a similar manner, and such references shall be read in context.

**2. Commencement and Term**

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

**3. Termination of Agreement**

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

**4. Fee Estimates and Change Orders**

Wipfli's Engagement Letter may set forth certain ranges for Wipfli's fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli's engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the schedule or the time for Wipfli's performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli's professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

**5. Payment of Fees**

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client's balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client's account becomes overdue and will not be resumed until Client's account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client's failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney's fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

6. **Privacy and Engagement Staffing**

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data to Wipfli in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement) for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

7. **Intellectual Property Rights**

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest in all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other

than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

8. **Mutual Confidentiality**

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

9. **Independent Contractor**

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

10. **Non-Exclusivity**

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

11. **Dispute Resolution**

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client

agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

12. **Governing Law**

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

13. **Severability**

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

14. **Notices**

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at [wipfli-legal@wipfli.com](mailto:wipfli-legal@wipfli.com).

15. **Electronic Signature**

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

16. **Record Retention**

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

17. **Assignment**

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control

of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

18. **Force Majeure**

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.

October 26, 2023

Suzanne Schlicht  
*Board of Directors*  
Fitzsimons Village Metropolitan District No. 3  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111

Dear Suzanne:

We are pleased to serve as the independent auditors for Fitzsimons Village Metropolitan District No. 3 ("Client") for the year ended December 31, 2023. This letter, together with the attached Professional Services Terms and Conditions – Attest Engagements, confirms the terms of our engagement, and are collectively referred to herein as the "Letter" or the "Engagement Letter".

#### Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$6,500. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

#### Audit Scope and Objectives

We will audit Client's financial statements, as of and for the year ended December 31, 2023, and the disclosures (collectively, the "financial statements"), and if applicable, supplementary information.

The objectives of our audit are to obtain reasonable assurance about whether Client's financial statements taken as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

The other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

#### Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Client or to acts by management or employees acting on behalf of Client.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.



In the conduct of our audit, we will obtain an understanding of Client and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about Client's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

#### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making available to us drafts of financial statements, all financial records, and related information, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Client involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former

employees, regulators, or others. In addition, management is responsible for identifying and ensuring that Client complies with applicable laws and regulations.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP ("Wipfli"), its partners, employees, agents, and assigns from any claim, liability, cost, or expense relating to our services under this Engagement Letter attributable in any respect to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

### Reporting

We will issue a written report upon completion of our audit of Client's financial statements. Our report will be addressed to the board of directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

Fitzsimons Village Metropolitan District No. 3

Page 5

October 26, 2023

Management Assistance

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Engagement Partner

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We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

*Wipfli LLP*

Wipfli LLP

ACCEPTED: FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

GL/tp  
Enc.

**1. Entire Agreement**

These Terms and Conditions, together with the engagement letter ("Engagement Letter") to which these Terms and Conditions are attached, and the Engagement Letter's other appendices and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendices (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli's independence from Client requiring pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as "we" or "us" or in a similar manner, and Client may be referred to as "you" or "a" in a similar manner, and such references shall be read in context.

**2. Commencement and Term**

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

**3. Termination of Agreement**

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

**4. Fee Estimates and Change Orders**

Wipfli's Engagement Letter may set forth certain ranges for Wipfli's fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli's engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the schedule or the time for Wipfli's performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli's professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

**5. Payment of Fees**

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client's balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client's account becomes overdue and will not be resumed until Client's account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client's failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney's fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

**6. Privacy and Engagement Staffing**

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data to Wipfli in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement) for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

**7. Intellectual Property Rights**

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest in all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other

than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

**8. Mutual Confidentiality**

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

**9. Independent Contractor**

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

**10. Non-Exclusivity**

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

**11. Dispute Resolution**

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client

agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

12. **Governing Law**

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

13. **Severability**

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

14. **Notices**

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at [wipfli-legal@wipfli.com](mailto:wipfli-legal@wipfli.com).

15. **Electronic Signature**

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

16. **Record Retention**

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

17. **Assignment**

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control

of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

18. **Force Majeure**

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1  
CONSTRUCTION CONTRACT  
FOR PEDESTRIAN BRIDGE**

THIS CONSTRUCTION CONTRACT FOR PEDESTRIAN BRIDGE (“**Contract**”) is entered into and effective as of the 1st day of November, 2023, by and between the **FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **JHL CONSTRUCTORS LLC**, a Colorado limited liability company (the “**Contractor**”) (each a “**Party**,” and collectively, the “**Parties**”).

**I. PERFORMANCE AND GENERAL WARRANTIES**

1.1 Performance and General Warranties. The Contractor shall:

(a) Perform the work described in **Exhibit A** hereto (the “**Work**”), safely and in accordance with the standard of care, skill, and diligence provided by a professional person or contractor in performance of work similar to the Work in the project location (the “**Project**”).

(b) Be properly qualified to perform the Work. Contractor shall perform the Work required by the Contract Documents, and workmanship shall be of the grade and quality specified in this Contract, shall conform in all respects to the requirements of this Contract, and that any design or engineering Work shall be free of defects and performed in accordance with the standards of care and skill of the engineering profession. The Contractor is not a licensed design professional and shall not be responsible for any errors, inconsistencies or omissions in the Contract Documents.

(c) Perform the Work in accordance with the schedule set forth in **Exhibit B** hereto (the “**Schedule**”) If the Contractor is delayed at any time in the commencement or progress of the Work by, without limitation: (1) an act or neglect of the District or its design professional, of an employee of either, or of a separate contractor; (2) by changes ordered in the Work including multiple changes issued in a short period of time whose cumulative impact causes delay; (3) by labor disputes, epidemic, building material shortages caused by force majeure, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions, or (5) other causes beyond the Contractor’s control, then the Schedule and the Compensation shall be adjusted for such reasonable time and cost as the circumstance justify.

(d) Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

(i) All employees on the Work or other persons who may be affected thereby;

(ii) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

(iii) Other property at the Work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall be required to assume sole and complete responsibility for site conditions during the course of construction of the project, including the safety of all persons who may enter on the site for any reason and the security of all property located on the site. This requirement shall apply at all times during the course of the Contract and not only to normal work hours.

(e) Hazardous Materials. Contractor shall not have any obligation to perform the Work in any area affected by hazardous materials or substances, which risk personal injury or property damage and/or are regulated under applicable law (“Hazardous Material”). Contractor shall stop the Work and notify District if Contractor encounters any Hazardous Material and shall not be required to recommence the Work in any area affected by Hazardous Material until it is determined to be clean by a licensed and qualified expert retained by District. Contractor shall be entitled to adjustment of the Schedule and Compensation and Owner shall indemnify Contractor to the extent caused by the existence of any Hazardous Material at the site.

1.2 Change Orders. If either Party proposes that changes be made in the scope of Work or the Schedule, Contractor shall submit a written change order with a complete description of the proposed change, a statement of cost, Schedule impact, and any other information requested by the District. Subject to any adjustments in the Compensation and Schedule permitted under this Contract, Contractor bears all risks of performing, and the District shall be under no obligation to pay for, any Work changed without prior written approval of the District, which approval may be given or withheld at the District’s sole discretion. Pursuant to Section 24-91-103.6(2)I, C.R.S., no reimbursement shall be required for additional compensable work pursuant to an order or directive by the District requiring the performance of same before the Contractor has submitted an estimate of cost to the public entity for such additional compensable work to be performed, and the Contractor hereby agrees that any such estimate of cost shall be provided in writing and, if not accepted in writing by the District, shall be deemed rejected. The Parties additionally agree that no order or directive by the District requiring the performance of additional compensable work by the Contractor shall be effective until after the District accepts in writing the Contractor’s estimate of cost for same.

1.3 Liens; Lien Waivers. Contractor shall not allow any lien or encumbrance of any sort to be fixed against the District’s real property. Contractor shall provide to the District written lien waivers for all Work in the form attached hereto as Exhibit C. Until Contractor provides such lien waivers, the District may withhold from payment to Contractor a sum that District considers sufficient to pay any unpaid claims for Work performed, as set forth in Section 38-26-107, C.R.S. The District is not obligated to pay any of Contractor’s unpaid bills, but after giving notice to Contractor, District may pay Contractor’s unpaid bills and any such payment shall be considered as a payment made to Contractor under this Contract.



1.4 Compliance with Applicable Law. The Contractor shall comply with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District in the performance of the Work. Should any change in applicable law affect the Contractor's cost or time of performance, it shall receive an adjustment in the Compensation, Schedule or both for performance caused by such change in applicable laws.

1.5 No Right or Interest in District Assets. The Contractor shall have no right or interest in any of the District's real property, nor any claim or lien with respect thereto, arising out of this Contract or the performance of the Work contemplated herein.

1.6 Material Price Escalation. The Compensation is based upon the cost of materials at current or expected prices. The parties acknowledge and agree that, due to current extraordinary circumstances and market conditions, there is the potential for (i) material and equipment supply chain delays, disruption, cost increases and shortages as well as (ii) labor shortages and/or extraordinary labor cost increases, which are outside of the parties' control. The parties agree Contractor has not included an escalation factor or contingency specifically for these issues in the Compensation or Schedule. Contractor will use reasonable efforts, without requiring the expenditure of additional cost, to mitigate cost and time impacts from these causes. However, in the event the Contractor's cost and/or time for performance of the Work increase due to such material, equipment or labor cost increases, delays and/or shortages beyond Contractor's reasonable control, the Compensation and Schedule shall be increased accordingly.

1.7 Upon request of Contractor, the District shall provide Contractor with reasonable evidence of its ability to fulfill its obligations under the Contract as a condition to the commencement or continuation of the Work.

1.8 The Contractor shall be entitled to rely on the accuracy of information furnished by the District but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall not be responsible for costs incurred as a result of any code violation in the Contract Documents unless Contractor discovered such violation and failed to report it to the District.

## II. CONSTRUCTION WARRANTIES

2.1 Construction Materials. Contractor warrants that all materials, equipment, and construction materials (collectively, "**Construction Materials**") shall be (i) of a grade and quality required by the specifications; (ii) free from liens or encumbrances of any kind; and (iii) free from defects in workmanship and materials for a period of twenty-four (24) months after the date of substantial completion or other appropriate entity ("**Construction Warranty Period**"). Substantial completion means is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the District can occupy or utilize the Work for its intended use; receipt of a Certificate of Occupancy, or Temporary Certificate of Occupancy, shall constitute substantial completion. Any warranties Contractor has received from third-party suppliers of Construction Materials shall be assigned to the District, and Contractor shall provide the District with copies of warranty contracts; provided, however, that assignment of such warranties to the District shall not relieve Contractor from the warranties given to the District by Contractor under this Contract. Contractor shall not take any

action to modify, release, waive, or otherwise discharge any such warranties without the prior written consent of the District. Contractor shall enforce such warranties and guarantees on behalf of and for the benefit of the District during the performance of the Work and throughout the Construction Warranty Period, regardless of whether the warranty has been assigned to the District under this Contract. The District shall have the right, but not the obligation, to enforce any such warranty itself, and in the case of any warranty not yet assigned to the District, the District shall have the right to subrogate to all of Contractor's rights with respect thereto.

2.2 Site Conditions. Contractor has visually inspected the site for all physical limitations on design and construction, and Contractor fully understands the applicable design criteria and parameters for the Work. Any failure to visually examine such conditions shall not relieve Contractor of the responsibility for properly estimating the difficulty, cost, and time required for performance of the Work. If Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, it shall promptly report the same, in writing, to the District. If the conditions differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Work the Schedule and the Compensation shall be subject to equitable adjustment. and a change order shall be issued to address the same.

2.3 Liability for Loss. Contractor shall have control of and be liable for all risk of loss or damage to all Construction Materials to be provided as part of the Work until such time as such Construction Materials are so provided or incorporated and final invoice payment has been made by District for all the Work performed as required under this Contract. Contractor shall have control of and be liable for all risk of loss or damage to all Construction Materials belonging to Contractor which are brought on to the site and for all damage or loss to real or personal property of the District to the extent caused by Contractor. Upon demand by the District, Contractor shall, at the District's sole option, promptly pay for such loss or damage, or shall repair or replace such damaged property.

### III. LIMITATIONS ON AUTHORITY

#### 3.1 Limitations on Authority.

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

(b) Independent Contractor Status. The Contractor is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Contractor or any of its employees, agents, subcontractors or suppliers as employees of the District. The Work to be performed

by the Contractor shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Contractor for the Work performed as provided herein. The District shall not be responsible for the Contractor's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Contractor is not entitled to worker's compensation benefits and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Contract.**

#### IV. COMPENSATION AND PAYMENTS

4.1 Compensation. The Contractor shall be paid as set forth in **Exhibit D** attached hereto with a total contract amount not to exceed [\_\_\_\_\_] Dollars (\$[\_\_\_\_\_] (the "**Compensation**"), subject to any adjustments permitted under this Contract and unless otherwise approved in advance by the District through a written change order.

4.2 Monthly Invoices and Payments. The Contractor shall submit to the District a monthly invoice, in a form acceptable to the District, on or before the 5th day of each month. Invoices shall describe Work performed and costs of such Work for the invoice period. Each invoice shall be accompanied by (i) a current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all subcontractors and suppliers with whom the Contractor has entered into subcontracts, the amount of each subcontract, the amount requested for any subcontractors and the amount to be paid to the Contractor for such progress payment, together with similar sworn statements from all such subcontractors and suppliers; (ii) duly executed waivers of mechanics' and suppliers' liens from all subcontractors and, when appropriate, from suppliers and lower tier subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities in any previous invoices; and (iii) all information and materials required to comply with the requirements of this Contract or reasonably requested by the District. It is the intention of the Parties that the Contractor submit a lien waiver current through the last date on which the current invoice is requested. Subcontractors and suppliers are to submit lien waivers for the period through the date of the prior invoice request (i.e., thirty (30) days in arrears). Subject in all events to the following retainage provision and the other rights of the District to retain amounts, invoiced fees shall become due and be paid within forty-five (45) days of submittal of each invoice. If, the Contractor is satisfactorily performing this Contract, progress payments shall be in an amount equal to ninety-five percent (95%) of the calculated value of completed Work, less the aggregate payments previously made. Upon seven (7) days written notice to Contractor and Contractor's failure to commence to cure, if satisfactory progress is not being made on the Work, or if a claim or similar action is filed under Section 38-26-107, C.R.S. provided the District has paid Contractor for the Work that is the subject to such claim or action, then the District may retain such additional amounts as may be deemed reasonably necessary by the District to assure completion of the Work or to pay such claims or similar actions and any engineers' or attorneys' fees reasonably incurred or to be incurred by the District defending or handling such claims or similar actions. Subject to the foregoing, the withheld percentage of Compensation may be retained until this Contract is completed to the satisfaction of, and the Work is finally accepted by, the District in accordance with the provisions of this Contract. Progress and other payments shall not constitute final acceptance of the Work. Invoices shall be submitted and paid no more frequently than once a month.

4.3 Expenses. The Contractor is responsible for all expenses it incurs in performance of this Contract and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit D**, subject to any adjustments permitted under this Contract, and unless otherwise approved in advance by the District in writing.

4.4 Final Payment. Upon the resolution of all claims, if any, filed pursuant to Section 38-26-107, C.R.S., the District shall make final payment, including release of any retainage, to Contractor, in accordance with Section 38-26-107, C.R.S., within sixty (60) days, even if Compensation due under this Contract does not exceed Fifty Thousand Dollars (\$50,000).

4.5 Subject to Annual Budget and Appropriation; District Debt. This Contract is subject to the provisions of Section 24-91-103.6, C.R.S., as amended. The District has appropriated money equal to or in excess of the Compensation. This Contract is subject to annual appropriation by the District. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation within the meaning of any Colorado constitutional provision or statutory limitation.

## **V. SUSPENSION OF WORK AND TERMINATION**

5.1 District May Suspend Work. The District may suspend the Work wholly or in part because of unfavorable weather or other essential conditions, or because of the failure on the part of the Contractor to properly prosecute the Work in accordance with the Contract, to carry out orders or to remove defective material or Work. Prior to resuming Work, Contractor shall give the District adequate notice to afford opportunity to re-establish observation and inspection of Work being performed. If Work is suspended by the District for reasons outside of the Contractor's control, the Compensation shall be equitably adjusted including reimbursement for actual expenses incurred related to the Work during such suspension.

5.2 District May Terminate For Cause. The District may, upon seven (7) days written notice to Contractor and Contractor's failure to commence to cure, terminate the Contract if one or more of the following occur:

- (a) Contractor is adjudged bankrupt or insolvent;
- (b) Contractor makes a general assignment for the benefit of creditors;
- (c) A trustee or receiver is appointed for Contractor or for any of Contractor's property;
- (d) Contractor files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws;
- (e) Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
- (f) Contractor repeatedly fails to make prompt payments to any of its subcontractors for labor, materials or equipment; or

(g) Contractor fails to comply with any material provision of this Contract, and such noncompliance continues for seven (7) days following receipt of written notice of the same.

### 5.3 Actions Upon Termination For Cause.

(a) Contractor. Upon receipt of notice from the District that the Contract has been terminated, the Contractor shall:

(i) Immediately discontinue all Work;

(ii) Place no further orders or subcontracts for materials, services, or facilities, except as necessary to complete the portion of the Work under the Contract which is not terminated;

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;

(iv) Assign to the District, in the manner, at the times and to the extent directed by the District, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated;

(v) Transfer to the District, and deliver in the manner, at the times and to the extent directed by the District (1) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced as a part of, or acquired in connection with, the performance of the Work terminated by the notice of termination; and (2) the completed or partially completed plans, drawings, information, and other property associated with the Work; and

(vi) Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to the Work which is in the possession of the Contractor and in which the District has or may acquire an interest.

(b) District. Following written notice to Contractor that the Contract is terminated, the District may proceed to complete the Work. District may exclude Contractor from the site and take possession of the Work and all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which District has paid Contractor, but which are stored elsewhere, and finish the Work as District may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Compensation exceeds the reasonable direct and indirect costs of completing the Work, including compensation for additional professional services, including, but not limited to, fees and charges of engineers and attorneys and any court or arbitration costs, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to District. Such costs incurred by District shall be reasonable and verified by

an engineer and incorporated in a change order, but in finishing the Work, District shall not be required to obtain the lowest figure for the Work performed. If Contractor is terminated under Section 5.3, such termination shall not affect any rights of District against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by District will not release Contractor from liability.

5.4 Termination Without Cause. The District may terminate this Contract, in part or in whole, at any time, without cause and in the District's sole discretion. Such termination shall be effective upon delivery of written notice to Contractor specifying the extent of such termination and the date upon which such termination becomes effective.

5.5 Actions Upon Termination Without Cause.

(a) Contractor. Upon receipt of written notice of termination without cause, the Contractor shall:

- (i) Stop Work on the date and to the extent specified in the notice of termination;
- (ii) Place no further orders or subcontracts for materials, services, or facilities, except as necessary to complete the portion of the Work under the Contract which is not terminated;
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
- (iv) Complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
- (v) Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to the Work which is in the possession of the Contractor and in which the District has or may acquire an interest.

(b) District and Contractor. District and Contractor shall work together to calculate payments due Contractor following termination under Section 5.4. Such payments may include a reasonable allowance for profit on Work performed by Contractor, as agreed upon by the Parties. However, such agreed amount or amounts, exclusive of any settlement costs paid to subcontractors, shall not exceed the amount set forth herein as Compensation. Such payment shall include, for all Work performed before the effective date of the notice of termination under Section 5.4, the reasonable costs actually incurred by Contractor including, but not limited to, Contractor's overhead and profit, bonds, insurance costs, rent, insurance, supervision, superintendents, timekeepers, clerks, expeditors, watchmen, small tools, incidental job burdens and general office expenses.

5.6 Suspension or Termination by Contractor. Upon seven (7) days' written notice to the District, Contractor may suspend performance or terminate this Contract for either of the following: (i) If the District or any court or other government agency having jurisdiction over the

site orders the Work to be stopped or suspended for a period of more than thirty (30) days through no fault of Contractor or its subcontractors; or (ii) if the District should fail to pay Contractor any sum within seven (7) days after receipt of Contractor's pay application, or if the District does not pay the Contractor undisputed amounts within seven (7) days after the due date established in the Contract Documents, then the Contractor may, upon seven (7) additional days' notice to the District stop the Work until payment of the amount owing has been received. The Schedule shall be extended appropriately, and the Compensation shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

## **VI. INDEMNIFICATION, BONDS AND INSURANCE**

6.1 Indemnification. To the fullest extent permitted by Colorado law, the Contractor hereby agrees to indemnify, defend and hold the District and its employees (collectively, the "**Indemnitees**"), harmless from any and all third party claims, damages, losses, and expenses, including, but not limited to, the reimbursement of attorneys' fees and costs, arising out of or resulting from the performance of the Work, provided that such claim, damages, losses, and expenses are attributable to death or bodily injury to persons or damage to property (other than the Work itself) but only to the extent caused by negligence or fault attributable to the Contractor and/or its agents, representatives, subcontractors, suppliers or any person for whom the Contractor is responsible. In addition, provided the District has paid the Contractor for the work that is the subject of a lien claim or other claim for payment by a subcontractor or supplier the Contractor hereby agrees to indemnify, defend and hold the Indemnitees harmless from any and all claims, demands, damages, losses, liabilities, actions, lawsuits and expenses, including, but not limited to, the reimbursement of attorneys' fees and costs when the same, in whole or in part, results from or arises out of any failure of the Contractor, its subcontractors, suppliers or any person for whom the Contractor is responsible to pay for all labor, materials services, suppliers and equipment, which failure of payment results in any lien, encumbrance, demand or claim being made or asserted against the Project, the Work or against the Indemnitees or any surety on the Project. The foregoing indemnification shall include, subsection to Section 1.4 above, any losses suffered by the Indemnitees resulting from a failure of the Contractor, its subcontractors, suppliers or any person for whom the Contractor is responsible to comply with applicable laws.

6.2 Performance and Other Bonds. Contractor shall furnish, prior to commencement of the Work and at its sole cost and expense, the bonds set forth in **Exhibit E** hereto. Any bond so required shall remain in effect until the latter of (i) one (1) year after the date of final payment; or (ii) until the warranty period required by the jurisdiction accepting the Work expires, as applicable. All bonds shall be executed by sureties authorized to do business in the State of Colorado as listed in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Each bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the Surety and certified to include the date of the Bond. If the Surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Colorado, Contractor shall, within five (5) days thereafter, substitute another bond and Surety acceptable to the District.

### 6.3 Insurance Requirements.

(a) Contractor shall purchase and maintain during the entire term of this Contract, including any extensions of time resulting from change orders, and as provided in Section 6.3(b), such commercial general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract, whether such performance is by Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(i) Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

(ii) Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

(iii) Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

(iv) Claims for damages insured by personal injury liability coverage which are sustained by any person other than an employee of the contractor;

(v) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

(vi) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;

(vii) Claims for bodily injury or property damage arising out of completed operations; and

(viii) Claims involving tort liability assumed in this contract, to the extent granted in an unendorsed industry standard ("ISO") Commercial General Liability policy, or broader.

(b) The insurance required of Contractor shall include the specific coverages and corresponding limits of liability provided in Section 6.3(c), or as required by law, whichever is greater, shall meet all requirements specified herein and shall be placed with insurance companies rated at least "A:XIII" by A.M. Best Company, or as otherwise accepted by the District. All coverages shall be underwritten by carriers authorized to do business in Colorado and acceptable to the District. All such insurance shall contain a provision that the coverage afforded will not be canceled or renewal refused until at least thirty (30) days' prior written notice has been given to the Contractor, or until at least ten (10) days' prior written notice has been given where there has been a non-payment of premiums. To the extent that the insurance company provides such notice of cancellation or non-renewal, Contractor shall immediately provide the District with a copy of such notice. All such insurance shall remain in effect until final payment and at all times



thereafter when Contractor may be correcting, removing or replacing defective Work. In addition, Contractor shall maintain the Products and Completed Operations insurance as shown in Section 6.3(c)(ix) for at least two (2) years after final payment and furnish the District with evidence of continuation of such insurance at final payment and one (1) year thereafter.

(c) Contractor shall obtain and maintain insurance coverage as provided herein, including the following:

(i) Worker's Compensation and Employers' Liability

a) State: Statutory

b) Employers' Liability

\$500,000 Each Accident

\$500,000 Disease, Policy Limit

\$500,000 Disease, Each Employee

c) A Waiver of Subrogation in favor of the District, its directors, officers and employees shall be attached to the policy as a separate endorsement.

(ii) Commercial General Liability (Occurrence Form):

a) Combined Bodily Injury and Property Damage:

\$1,000,000 each occurrence

\$1,000,000 Personal and Advertising Injury

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

b) The policy shall be written on an ISO Commercial General Liability form (CG0001), or an acceptable equivalent, which shall include, but not be limited to, the following coverages:

i) Premises and Operations Liability

ii) Liability for Acts of Independent Contractors

iii) Explosion and Collapse Hazard

iv) Underground Hazard

- v) Contractual, to the extent insurance is available
  - vi) Broad Form Property Damage
  - vii) Personal/Advertising Injury
  - viii) General Aggregate Limit per Project (applies to each project)
  - ix) Products and Completed Operations Insurance shall be maintained by the Contractor for a minimum of two (2) years after final payment, and the Contractor shall continue to provide evidence of such coverage to the District on an annual basis during the aforementioned period. The District shall also be named as Additional Insured.
  - x) Subcontractors shall comply with all provisions of this Section 6.3.
  - xi) A waiver of subrogation endorsement in favor of the District, its directors, officers and employees shall be attached to the policy as a separate endorsement.
  - xii) Deletion of the subsidence exclusion.
- (iii) Automobile Liability:
- Combined Single Limit Bodily Injury and Property Damage:
- \$1,000,000 each Accident
- The following automobiles must be included:
- Owned automobiles
- Non-owned and hired automobiles
- (iv) Umbrella Liability, to apply over all coverages required in Sections 6.3(c)(i)(b), 6.3(c)(ii) and 6.3(c)(iii):
- \$5,000,000 each Occurrence/\$5,000,000 Aggregate
- (v) Builder's Risk Insurance:
- a) The builder's risk insurance policy shall be on an "all risk" basis for the entire project and shall include (1) coverage for any loss from faulty workmanship, defective materials, and omission or deficiency in design or specifications; (2) coverage against damage or loss caused by earthquake, flood, fire, hail, lightning, wind, explosion, smoke, water

damage, theft, vandalism and malicious mischief, and machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, facilities, fixtures and all other properties constituting a part of the project; (4) transit coverage, with sub-limits sufficient to insure the full replacement value of any equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site. The policy shall provide for coverage in the event an occupancy or use permit is issued for any portion or portions of the Work prior to substantial completion of the Work. Builder's risk insurance shall be written in completed value form and shall protect the Contractor, subcontractors, and the District. It shall also include soft costs in amounts satisfactory to the Contractor, subcontractors, and the District.

b) . The policy shall contain a provision that in the event of payment for any loss under the coverage provided the insurance company shall have no rights of recovery against the Contractor or the District.

(d) To the extent that Contractor's work, or work under its direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

(e) Insured losses under policies of insurance which include the District's interests shall be adjusted with the District and made payable to the District as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. The District as trustee shall have the right to adjust and settle losses with the insurers. The District shall have no liability for damages caused by fire or other perils.

6.4 Insurance Certificates/Policy. Prior to the commencement of any Work under this Contract, the Contractor shall furnish to the District proof of liability coverage on ACORD Form 25, and proof of coverage under any property policies on ACORD Form 27, or the equivalents, and copies of the applicable insurance policies and policy endorsements to prove that all required insurance is in force. Insurance obtained by the Contractor shall be subject to approval by the District for adequacy of protection. Neither approval by the District of any insurance supplied by Contractor, nor failure to disapprove such insurance shall relieve the Contractor of its obligation to maintain in full force during the life of the Contract Documents all required insurance as set forth herein.

#### 6.5 Additional Requirements.

(a) No insurance coverages required to be obtained by Contractor pursuant to the requirements of this Contract shall have a deductible greater than \$50,000 or as reasonably approved by the District. The Contractor is solely responsible for the payment of any deductible(s).

(b) If any policy required under this Contract is a claims made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than one (1) year. The Contractor agrees to purchase such an extended reporting period. The Contractor's failure to purchase such an extended reporting period as required by this Section 6.5 shall not relieve it of any liability under this Contract. If the policy is a claims made policy, the retroactive date of any such renewal of such policy shall be not later than the date this Contract is executed by the Parties hereto. If the Contractor purchases a subsequent claims made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the Parties hereto.

(c) The District and its directors, officers, agents and employees shall be designated as Additional Insureds on the Contractor's commercial general liability insurance and as Insureds under the automobile liability insurance, and the same shall be clearly indicated on the applicable certificates of insurance provided to comply with the requirements of this Contract.

(d) For any claims related to the provision of services by the Contractor, Contractor's insurance shall be the primary insurance with respect to the District and its directors, officers, employees and agents. Any insurance maintained by the District (or its directors, officers, employees and agents) shall be in excess of Contractor's insurance and shall not contribute with it.

(e) Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District and its directors, officers, employees and agents. If the Contractor fails to obtain or maintain the required coverage, the District may obtain such coverage. The Contractor shall be liable to the District for any costs associated in procuring and maintaining in force any such insurance coverage.

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

## **VII. MISCELLANEOUS**

7.1 Assignment. The Contractor shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

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

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

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

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

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

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

7.8 Notices. All notices, statements, demands, requirements, approvals or other communications and documents (“Communications”) required or permitted to be given, served, or delivered by or to any Party or any intended recipient under this Contract shall be in writing and shall be given to the applicable address set forth below (“Notice Address”). Communications to a Party shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at such Party’s Notice Address; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at such Party’s Notice Address; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such Party at such Party’s Notice Address; or (iv) on the date and at the time shown on the facsimile or electronic mail message if telecopied or sent electronically to the number or address designated in such Party’s Notice Address and receipt of such telecopy or electronic mail message is electronically confirmed. The Notice Addresses for each Party are as follows:

To District:

With a Copy To: Spencer Fane LLP  
 Attn: Tom George  
 1700 Lincoln Street, Suite 2000  
 Denver, Colorado 80203  
 Phone: (303) 839-3800  
 Fax: (303) 839-3838  
 Email: tgeorge@spencerfane.com

To Contractor: JHL Constructors, LLC  
 9100 E. Panorama Dr., Ste. 300  
 Englewood, CO 80112  
 Phone:  
 Email:  
 Attn:

The foregoing Notice Addresses may be changed at any time by a Party by submitting notice of such change to the other Party consistent with this section.

7.9 Default/Remedies. In the event of a breach or default of this Contract by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

7.91. Waiver of Claims for Consequential Damages. The Contractor and District waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes, without limitation: (i) damages incurred by the District for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (ii) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's default, breach, or termination. Nothing contained herein shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

7.9.2 Limitation of Liability. Notwithstanding any other provision of the Contract to the contrary, and to the fullest extent permitted by law, the District agrees that the total liability of the Contractor to District, under or in connection with this Contract, whether in contract, tort, or any other theory of law, shall not exceed an amount equal to any and all amounts of insurance proceeds recovered through the required insurance under this Contract.

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

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

7.11 Not Used.

7.12 Non-Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other provision of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder.

7.13 Inurement. This Contract shall inure to and be binding on the heirs, executors, administrators, successors, and permitted assigns of the Parties hereto.

7.14 Counterparts; Copies of Signatures. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document. This Contract may be executed and delivered by facsimile or by electronic mail in portable document format (.pdf) or similar means and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other.

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

7.16 No Waiver of Governmental Immunity. The parties hereto understand and agree that the District is relying on and does not waive or intend to waive by this Contract or any provision hereof, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as from time to time may be amended, or otherwise available to the District

7.17 No Personal Liability. No elected official, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or under any term or provision of this Contract or because of any breach thereof or because of its or their execution, approval or attempted execution of this Contract.

**[END OF TEXT; SIGNATURE PAGES FOLLOW]**

**[SIGNATURE PAGE 1 OF 2 TO CONSTRUCTION CONTRACT FOR  
PEDESTRIAN BRIDGE]**

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

Contractor:  
JHL Constructors, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of JHL Constructors, LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**[SIGNATURE PAGE 2 OF 2 TO CONSTRUCTION CONTRACT FOR  
PEDSTRIAN BRIDGE]**

District:  
Fitzsimons Village Metropolitan District No. 1

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023, by \_\_\_\_\_, as  
\_\_\_\_\_ of Fitzsimons Village Metropolitan District No. 1.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Scope of Work

**NOTE: THE SCOPE OF WORK NEEDS TO REFERENCE ALL DRAWINGS, SPECIFICATIONS, PROJECT MANUALS AND OTHER DOCUMENTS THAT COMPRISE THE WORK.**

The Scope of the Work includes, without limitation, the furnishing and installation of \_\_\_\_\_

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in accordance with the proposal attached hereto as **Exhibit A-1** and the drawings and specifications attached hereto as **Exhibit A-2**.

In general, the Scope of the Work includes the provision of all labor, materials, tools, equipment and supervisions necessary for the completion of the Work described herein.

**EXHIBIT A-1**

Proposal



9100 E. Panorama Drive, Suite 300  
 Englewood, CO 80112  
 jhinfo@jhlconstructors.com

P | 303 741 6116  
 F | 303 741 2785  
 jhlconstructors.com

10/11/23

Michael Baker International  
 Keely Matson

Re: Bridge Repair

JHL Constructors, Inc. is pleased to provide a proposal for the scope described herein.

This proposal is provided on the **8/7/23**, by and between JHL Constructors, Inc. (“GC”) and **Fitzsimons Village Metropolitan District no. 1**, for work involving the **Bridge Repair over Colfax**. This proposal is valid for **30 days** from the date the proposal is provided.

The **Fitzsimons Village Metropolitan District no. 1**, hereinafter called the “Owner,” is the owner of the project. JHL Constructors, Inc., hereinafter called the “GC,” is the prospective general contractor to be designated to direct all construction related activities on the Project under the direction of the Owner.

**1. Scope of Work Price**

GC will perform all work as described within this Agreement for the lump sum amount of **\$388,000**

Price includes \$10,000 for Traffic Control and ROW permits

**2. Project AHJ, Permits, Fees, and Taxes**

Taxes excluded  
 Inspection services by other  
 AHJ TBD

**3. Project Schedule**

	Description	Date
<i>Schedule Milestone 1</i>	NOA	10/31/23
<i>Schedule Milestone 2</i>	Shop Drawings Procure Materials	10-12 Weeks
<i>Schedule Milestone 3</i>	Start Work	Jan. 2024
<i>Schedule Milestone 4</i>	Complete Work	Mar. 2024
<i>Other</i>		
<i>Other</i>		

## 4. Bid Documents

The following bid documents were considered as part of GC's price to perform the work as described in this Agreement:

	Description	Date
<i>Drawings</i>	Fitzsimons Village Pedestrians Bridge Repair – 90%	10/26/22
<i>Specifications</i>	n/a	
<i>Geotechnical Report</i>	n/a	
<i>Environmental Report</i>	n/a	
<i>Exhibit (Specific)</i>	n/a	
<i>Exhibit (Specific)</i>	n/a	
<i>Other</i>		
<i>Other</i>		

## 5. Safety

GC will perform all work as described within this Agreement in accordance with GC's Safety Handbook, OSHA guidelines, and all other project specific safety requirements. It is the responsibility of the GC to implement project specific safety plans, maps, and training requirements. Owner, Owner's Representatives, Contractors and Visitors will actively participate in all project specific safety requirements when on site.

## 6. Quality

GC will designate a quality representative with responsibility to manage all aspects of work to be performed as described in this Agreement according to the GC's Quality Manual and the project specific requirements. The quality representative will facilitate all preconstruction, preparatory, pre-inspection, and follow-up inspection meetings with the Owner or Owner's Representatives.

## 7. Scope of Work

GC will furnish all labor, equipment, and materials necessary to complete the following work according to the Bid Documents:

### INCLUSIONS

- Framing repairs
- Waterproofing repairs
- Steel plate supply/install
- Painting
- Traffic Control
- MHT
- CDOT permit/traffic control coordination
- Roof Repair
- Electrical disconnect/reconnect
- Fire Sprinkler disconnect/drain down/reconnect
- Glass replacement
- Metal panel removal/install for inspection services
- Right of Way and Traffic Control permits: Allowance \$10,000
- Bridge jacking
- Bridge jacking engineering
- Bearing pad demo and replacement
- Sidewalk fencing
- Safety signage

- Night work
- Light towers
- Anchor bolt foam and waterproofing
- Project Manager/Superintendent/Field Engineer
- Storage Container(s) and/or Tool Trailer(s)
- Trucking (Construction Materials Transport)
- Trucking (Civil Equipment Mobilizations)
- Trucking (Storage Container and/or Tool Trailer Mobilizations)
- Drinking Water (For Scope of Work Only)
- Construction Equipment (For Scope of Work Only)
- Safety Orientation
- Safety Training
- Safety Equipment and First Aid
- Small Tools
- Snow Removal
- Street Sweeping
- As-Builts / Record Drawings
- General Liability Insurance
- Field Offices, Furniture, Printer Supplies, Office Supplies
- Temporary Fencing and Maintenance
- Temporary Roads, Yards, Walks
- Sanitation Units
- Project Dumpsters
- Protecting existing structures
- Survey monitoring
- Field trucks

### **EXCLUSIONS**

- Professional Design Services or 3<sup>rd</sup> Party Reviews
- 3<sup>rd</sup> Party QA/QC Testing Services
- Temporary Construction Utilities

Robert Wahl  
Vice President – Infrastructure  
303-518-1974  
rwahl@jhlconstructors.com

**EXHIBIT A-2**

Drawings and Specifications

# FITZSIMONS VILLAGE METROPOLITAN DISTRICT No. 1

## PLANS OF PROPOSED BRIDGE REPAIR OVER COLFAX AVENUE

### SOUTH PIER BEARINGS REPAIR

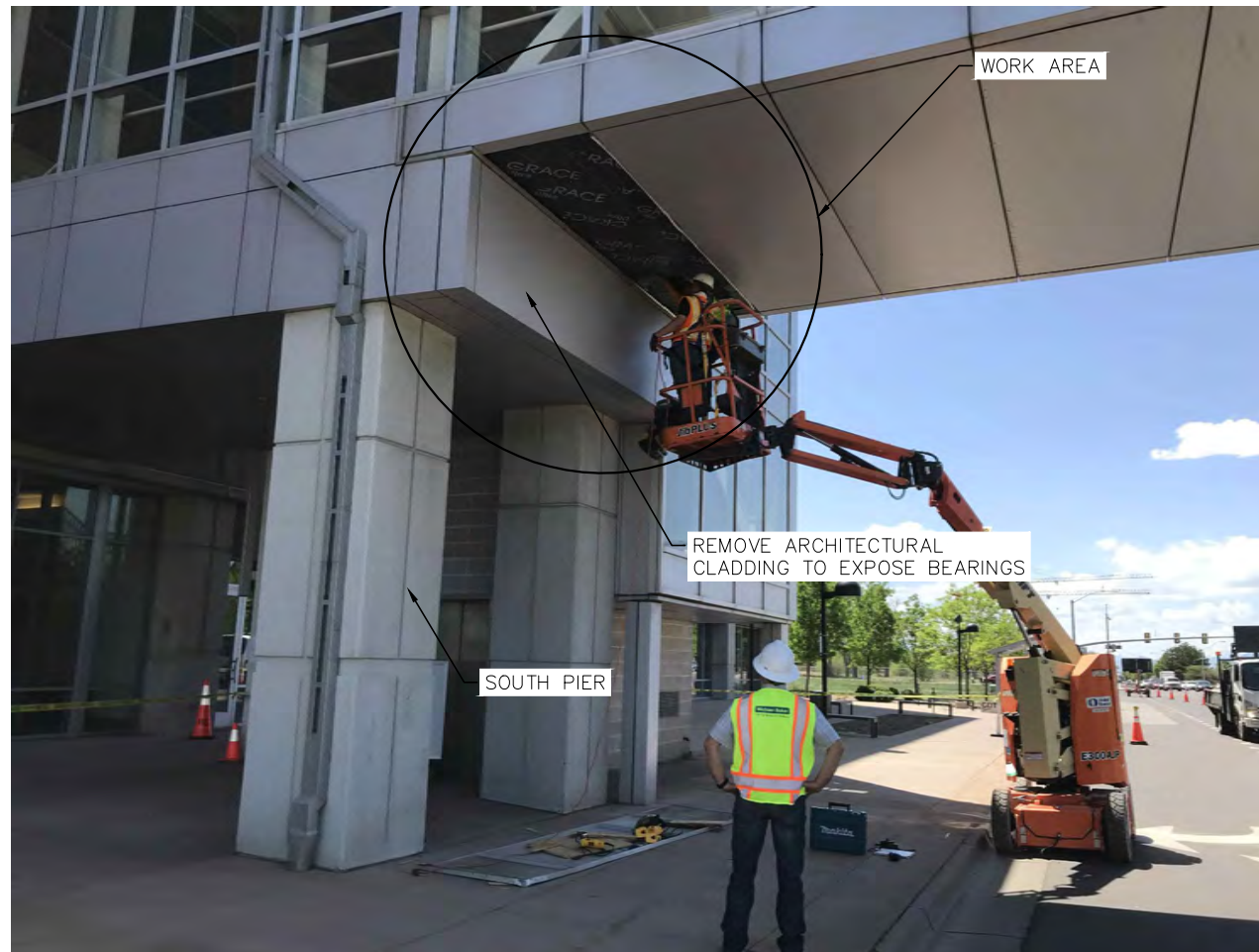
SHEET NO.	INDEX OF SHEETS
1	TITLE SHEET
2	GENERAL NOTES
3	BEARING PAD REPAIR DETAILS



**PROJECT LOCATION MAP**

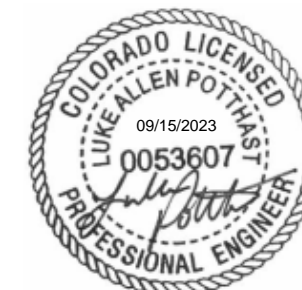
0' 10' 20' 40'

Title Sheet: 1 Inch = 20' Feet  
Projected Lineal Units = U.S. Survey Feet



**LOCATION OF BEARING REPAIR**

IN WESTBOUND LANES E COLFAX AVE  
LOOKING SOUTHWEST



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File Name: 189514_Bearing Repair Plans.dwg		Date:	Comments	Init.		No Revisions:						
Horiz. Scale: As Noted Vert. Scale: N/A						Revised:	Designer: LAP	Structure Numbers				
Unit Information Unit Leader Initials						Void:	Detailer: KRH	Subset Sheets: 1 OF 3			-	
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GENERAL NOTES

1. THE FITZSIMONS VILLAGE METROPOLITAN DISTRICTS NO. 1 REPRESENTATIVE WILL BE CONSIDERED "OWNER" FOR THIS PROJECT.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2022) AND THESE PLANS.
3. THE CONTRACTOR, AND ALL SUBCONTRACTORS, SHALL MEET ALL QUALIFICATIONS AS REQUIRED BY THE CONTRACT AND THESE PLANS, AND SHALL PROVIDE A STATEMENT OF QUALIFICATIONS PRIOR TO BIDDING ON THE PROJECT TO THE OWNER MEETING THE FOLLOWING REQUIREMENTS:  
 -THE CONTRACTOR SHALL HAVE EXPERIENCE WITH THE TYPE OF WORK PROPOSED AND SHALL PROVIDE AT LEAST THREE RELEVANT PROJECT REFERENCES COMPLETED WITHIN THE LAST 3 YEARS.  
 -THE CONTRACTOR SHALL PROVIDE A LIST OF ALL EMPLOYEES THAT WILL BE WORKING ON THE PROJECT, THEIR PLANNED ROLE, AND THEIR APPLICABLE EXPERIENCE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE DURING CONSTRUCTION.
5. THE CONTRACTOR SHALL SOURCE, REVIEW, AND USE THE FOLLOWING DOCUMENTS AS PART OF THIS CONTRACT. THESE DOCUMENTS ARE REFERRED TO THROUGHOUT THIS PLAN SET AS "ORIGINAL PLANS"  
 - FITZSIMONS VILLAGE COLFAX PEDESTRIAN BRIDGE, 13001B EAST COLFAX AVENUE, AURORA, COLORADO (PDT ARCHITECTS - DATED 08/05/2010)  
 - FITZSIMONS VILLAGE PEDESTRIAN BRIDGE, AURORA, COLORADO (EXCEL BRIDGE MANUFACTURING CO. - DATED JUNE 2010)  
 - FITZSIMONS VILLAGE OFFICE BUILDING COLFAX BRIDGE AND INFRASTRUCTURE OPERATIONS MAINTENANCE MANUAL (HASelden CONSTRUCTION - DATED 08/01/2011)
6. THE INSTALLATION OF ALL NEW CLADDING COMPONENTS SHALL MATCH THE PRODUCTS USED IN THE ORIGINAL PLANS. ANY COMPONENT NOT MATCHING THE ORIGINAL PLANS SHALL BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. A REPRESENTATIVE SAMPLE OF ANODIZED ALUMINUM PANEL SHOWING THE FINAL DIMENSIONS, FINISH AND COLOR SHALL BE PROVIDED TO THE OWNER FOR APPROVAL PRIOR TO INSTALLATION.
7. ALL EXISTING STRUCTURE DIMENSIONS AND ELEVATIONS CONTAINED IN THESE PLANS ARE BASED ON THE ORIGINAL PLANS AND DO NOT NECESSARILY REPRESENT THE "AS-BUILT" DIMENSIONS AND ELEVATIONS. THE CONTRACTOR SHALL VERIFY ALL DEPENDENT DIMENSIONS IN THE FIELD AND BE PREPARED TO MAKE ANY ADJUSTMENTS REQUIRED TO PROPERLY EXECUTE THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES IN DIMENSIONS, CHARACTER, OR EXTENT OF THE EXISTING FEATURES PRIOR TO ADVANCING THE WORK.
8. THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING PHASING AND TRAFFIC CONTROL PLANS FOR THE PROPOSED WORK. ALL TRAFFIC CONTROL WORK SHALL BE IN COMPLIANCE WITH REQUIRED PERMITS, INCLUDING THE CITY OF AURORA PUBLIC IMPROVEMENTS PERMIT AND CDOT STATE ACCESS PERMIT APPLICABLE FOR THE PROJECT. ANY LANE CLOSURES ON A CDOT FACILITY SHALL FOLLOW THE CDOT REGION I LANE CLOSURE STRATEGY CURRENT EDITION. WORK HOURS SHALL BE 9:00am TO 3:00pm MONDAY THROUGH FRIDAY WITHIN LANE CLOSURE LIMITS, 8:00am TO 5:00pm WHEN LANE CLOSURES ARE NOT REQUIRED UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AT LEAST 5 DAYS NOTICE IN ADVANCE IF WORKING OUTSIDE OF WORK HOURS OR ON THE WEEKEND. CLOSING OF ANY TRAFFIC LANES ON WESTBOUND COLFAX AVENUE IS NOT ANTICIPATED AND SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IF REQUIRED TO CONDUCT THE PROPOSED WORK. THE PROPOSED TRAFFIC CONTROL PLANS SHALL MEET THE REQUIREMENTS OF THE CITY OF AURORA'S ROADWAY DESIGN AND CONSTRUCTION SPECIFICATIONS (LATEST EDITION) AND THE REQUIREMENTS OF SECTION 630 OF THE CDOT STANDARD SPECIFICATIONS. THE COST TO MEET THESE REQUIREMENTS SHALL BE INCLUDED IN THE COST OF THE CONTRACT.
9. SITE ACCESS POINTS, TRAFFIC CONTROL PLAN, AND STAGING AREAS SHALL BE APPROVED BY THE CITY OF AURORA AND THE OWNER AT LEAST 5 WORKING DAYS PRIOR TO MOBILIZATION. CONTRACTOR IS RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS.
10. THE CONTRACTOR SHALL PROTECT IN PLACE ALL PORTIONS OF THE EXISTING STRUCTURE NOT BEING REPAIRED AS PART OF THIS WORK AND IS RESPONSIBLE FOR REPAIRING ANY ADDITIONAL DAMAGE TO THE EXISTING STRUCTURE.
11. THE CONTRACTOR SHALL PROVIDE A SCHEDULE OF CONSTRUCTION ACTIVITIES AND NOTIFY THE OWNER 5 WORKING DAYS PRIOR TO THE START OF WORK. A PRECONSTRUCTION MEETING SHALL BE HELD PRIOR TO THE START OF WORK AND SHALL INCLUDE OWNER'S REPRESENTATIVE.
12. WELDING OF ATTACHMENTS TO THE EXISTING STRUCTURE FOR CONSTRUCTION PURPOSES IS STRICTLY PROHIBITED WITHOUT WRITTEN APPROVAL BY THE ENGINEER.
13. THE CONTRACTOR SHALL ENSURE THAT DEBRIS DOES NOT FALL ONTO THE ROADWAY AND SIDEWALK BELOW THE STRUCTURE.

WORK DESCRIPTION

REPAIR SOUTH BEARING GROUT PADS AND ARCHITECTURAL CLADDING ON A SINGLE SPAN 164'-2 3/8" LONG (END-TO-END TRUSS PORTAL) X 12'-2" (CLEAR WIDTH) STEEL TRUSS BRIDGE WITH CONCRETE DECK, ANODIZED ALUMINUM ARCHITECTURAL PANELS, AND INSULATED GLASS.

CONSTRUCTION PROCESS (FOR INFORMATION ONLY)

CONTRACTOR SHALL BE RESPONSIBLE FOR MEANS AND METHODS TO REPAIR THE BEARINGS AT THE SOUTH PIER.

1. REMOVAL ALL CLADDING COMPONENTS REQUIRED TO EXPOSE THE SOUTH PIER BEARING SEAT AREA. PRIOR TO BEGINNING THE SUBSEQUENT STEPS THE CONTRACTOR SHALL PROVIDE ACCESS TO THE ENGINEER TO INSPECT THE BEARINGS AND ASSESS THE EXTENT OF WORK REQUIRED.
2. INSTALL TEMPORARY SUPPORTS UNDER THE TRUSS END FLOOR BEAM AT THE SOUTH PIER.
3. REMOVE ALL UNSOUND GROUT FROM THE EXISTING BEARING PAD(S) AND REPLACE WITH NON-SHRINK GROUT BEARING PAD(S).
4. REPLACE ALL DAMAGED COMPONENTS OF THE ARCHITECTURAL CLADDING SYSTEM INCLUDING THE METAL FRAMING, PLYWOOD WITH SELF ADHERING ICE AND MOISTURE BARRIER, AND ANODIZED ALUMINUM PANELS. SEE 'FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1, PLANS OF PROPOSED BRIDGE REPAIR OVER COLFAX AVENUE, TRUSS BOTTOM CHORD AND ARCHITECTURAL CLADDING REPAIRS' FOR MORE INFORMATION REGARDING REPAIR OF THE ARCHITECTURAL CLADDING COMPONENTS.

PAYMENT AND SPECIFICATIONS

1. THE CONTRACTOR SHALL PROVIDE A WORK PLAN, SCHEDULE, AND FEE ESTIMATE TO COMPLETE THE WORK AS SHOWN ON THESE PLANS TO THE OWNER FOR REVIEW AND APPROVAL. IF ANY WORK IS REQUIRED OUTSIDE THE SCOPE OF THESE PLANS THE CONTRACTOR SHALL SUBMIT A NEW WORK PLAN, SCHEDULE AND FEE ESTIMATE TO THE OWNER FOR REVIEW AND APPROVAL. PAYMENT FOR THE PROJECT WILL BE MADE BASED ON A PERCENT SUBSTANTIALLY COMPLETE AS APPROVED BY THE OWNER. ANY WORK PERFORMED THAT HAS NOT BEEN APPROVED BY THE OWNER WILL NOT BE PAID FOR AND SHALL BE BORE BY THE CONTRACTOR.
2. NON-SHRINK GROUT AND REINFORCING STEEL (EPOXY COATED) SHALL INCLUDE ALL LABOR, EQUIPMENT, AND MATERIALS REQUIRED TO INSTALL THE NEW BEARING PADS. ALL WORK UNDER THIS ITEM SHALL MEET THE REQUIREMENTS OF SECTIONS 601 AND 602, RESPECTIVELY, OF THE CDOT STANDARD SPECIFICATIONS. NON-SHRINK GROUT SHALL BE FROM THE CDOT APPROVED PRODUCT LIST AND COMPLIANT WITH ASTM C1107.
3. ARCHITECTURAL CLADDING SHALL INCLUDE ALL LABOR, EQUIPMENT AND MATERIALS REQUIRED TO INSTALL ALL COMPONENTS OF THE ARCHITECTURAL CLADDING SYSTEM INCLUDING BUT NOT LIMITED TO REMOVING AND INSTALLING NEW: METAL FRAMING, PLYWOOD WITH SELF ADHERING ICE AND MOISTURE BARRIER, AND ANODIZED ALUMINUM PANELS.
4. REMOVAL OF ANY EXISTING ARCHITECTURAL CLADDING COMPONENTS REQUIRED TO GAIN ACCESS TO THE SOUTH PIER BEARING SEAT WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.

SUMMARY OF QUANTITIES (FOR INFORMATION ONLY)

ITEM DESCRIPTION	UNIT	TOTAL*	AS-BUILT
REMOVAL OF PORTIONS OF PRESENT STRUCTURE	EACH	1	
NON-SHRINK GROUT	CY	0.1	
REINFORCING STEEL (EPOXY COATED)	LB	6	

\*QUANTITIES SHOWN ARE BASED ON 1 BEARING REPAIR



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File Name: 189514_Bearing Repair Plans.dwg		Date:	Comments	Init.		No Revisions:				-		
Horiz. Scale: As Noted Vert. Scale: N/A						Revised:	Designer: LAP	Structure				
Unit Information Unit Leader Initials						Void:	Detailer: KRH	Numbers				
MICHAEL BAKER INTERNATIONAL 165 S. UNION BLVD., STE. 1000 LAKEWOOD, CO 80228 720.514.1100					Sheet Subset: BRG	Subset Sheets: 2 OF 3				Sheet Number		

TEMPORARY SUPPORT NOTES

1. INSTALL TEMPORARY SUPPORTS PRIOR TO REMOVING THE EXISTING GROUT PAD. THE TEMPORARY SUPPORT SHALL PROVIDE EVEN BEARING ON THE EXISTING END FLOOR BEAM AND SHALL NOT LIFT THE EXISTING STRUCTURE MORE THAN 1/4-INCH WITHOUT PRIOR APPROVAL BY THE ENGINEER. BOTH TEMPORARY SUPPORTS SHALL BE INSTALLED AND FULLY ENGAGED THROUGHOUT CONSTRUCTION. THE TEMPORARY SUPPORTS SHALL BE REMOVED AFTER THE GROUT BEARING PAD HAS BEEN REPLACED AND THE NEW NON-SHRINK GROUT BEARING PAD(S) MEET MINIMUM STRENGTH REQUIREMENTS.
2. THE CONTRACTOR SHALL DESIGN THE TEMPORARY SUPPORTS TO HAVE A MINIMUM CAPACITY OF 200,000 POUNDS EACH AND SHALL SUBMIT THE PROPOSED DESIGN TO THE ENGINEER FOR APPROVAL.
3. DESIGN THE TEMPORARY SUPPORTS TO ALLOW BRIDGE TO REMAIN OPEN DURING CONSTRUCTION

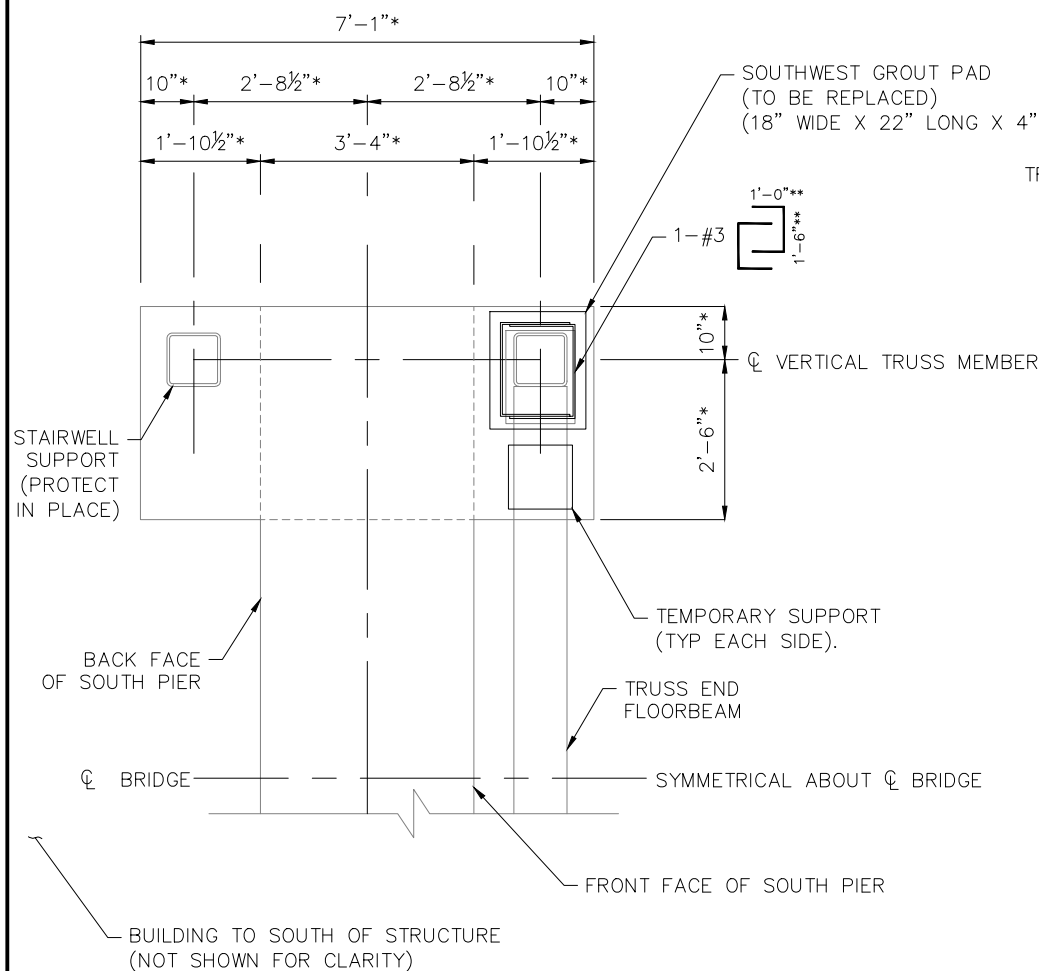
BEARING PAD NOTES

1. REMOVE ALL UNSOUND GROUT FROM THE EXISTING BEARING GROUT PAD AND APPLY A BONDING AGENT TO REMAINING CONCRETE MEETING THE MANUFACTURER'S RECOMMENDED SURFACE PREPARATION SPECIFICATIONS PRIOR TO INSTALLING THE NEW GROUT PAD(S).
2. THE NEW BEARING PAD DIMENSIONS SHOWN ARE ESTIMATED AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF WORK. THE NEW BEARING PAD(S) SHALL CONSIST OF QUICKCRETE NON-SHRINK GENERAL PURPOSE GROUT, OR AN APPROVED EQUAL, WITH A MINIMUM COMPRESSIVE STRENGTH ( $f'c$ ) = 4,500 PSI AND SHALL BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS.
3. THE CONTRACTOR SHALL PROTECT THE EXISTING BEARING ANCHOR BOLT AND ANCHOR PLATES DURING THE GROUT BEARING PAD REMOVAL. ANY DAMAGE TO THE EXISTING BEARING ASSEMBLY SHALL BE REPAIRED IN-KIND BY THE CONTRACTOR AT NO ADDITIONAL COST.
4. REINFORCING STEEL (EPOXY COATED) SHALL CONFORM TO ASTM A615, GRADE 60 ( $f_y = 60,000$  PSI) UNLESS NOTED OTHERWISE. THE DIMENSIONS OF THE PROPOSED REINFORCING STEEL IS ESTIMATED AND SHALL BE FIELD VERIFIED PRIOR TO THE START OF WORK.
5. CONTRACTOR SHALL PROVIDE A MINIMUM OF 2-INCH COVER FOR REINFORCING STEEL.
6. THE CONDITION OF THE EXISTING SOUTHEAST BEARING PAD IS UNKNOWN AT THIS TIME. THE CONTRACTOR SHALL REMOVE ALL CLADDING ELEMENTS REQUIRED TO EXPOSE THE BEARING PAD AND PROVIDE VISUAL ACCESS TO THE ENGINEER TO PERFORM AN INSPECTION. THE ENGINEER WILL THEN PROVIDE WRITTEN DIRECTIONS IF THE SOUTHEAST BEARING WILL NEED TO BE REMOVED AND REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 24 HOURS IN ADVANCE OF WHEN THE INSPECTION CAN BE PERFORMED.
7. PRIOR TO PLACEMENT OF NEW GROUT THE EXPOSED PORTIONS OF THE EXISTING ANCHOR RODS SHALL BE COMPLETELY WRAPPED WITH A MINIMUM 1/8" THICK COMPRESSIBLE FOAM PAD. THE FOAM PAD SHALL THEN BE COVERED WITH A WATER-RESISTANT BARRIER SO THAT THE NEW GROUT MATERIAL CAN NOT BE ABSORBED INTO THE FOAM.
8. NON-SHRINK GROUT SHALL BE MIXED AND PLACED ACCORDING TO MANUFACTURER'S RECOMMENDATION INCLUDING, BUT NOT LIMITED TO, SURFACE PREPARATION, MIX DESIGN, TEMPERATURE REQUIREMENTS, AND SETTING PROCEDURE.

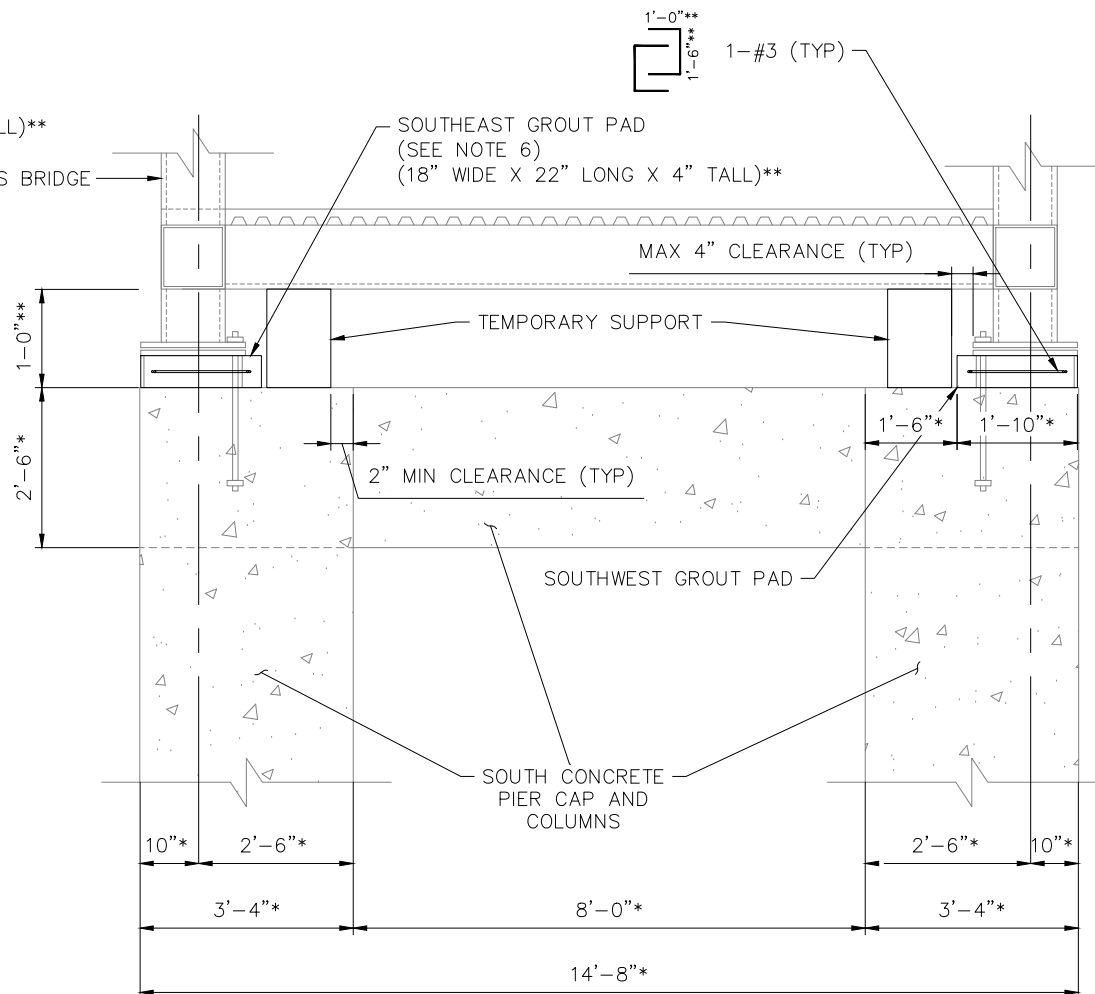


\*DIMENSION IS EXISTING

\*\*TYP, DIMENSION IS ESTIMATED AND SHALL BE FIELD VERIFIED PRIOR TO THE START OF WORK



SOUTH BRIDGE PIER PLAN VIEW  
SCALE: NTS



ELEVATION VIEW LOOKING SOUTH  
SCALE: NTS

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Horiz. Scale: NTS Vert. Scale: N/A	
Unit Information Unit Leader Initials	
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Sheet Revisions		
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District No. 1  
8390 E Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111

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Revised:
Void:

FITZSIMONS VILLAGE PEDESTRIAN BRIDGE REPAIR BEARING PAD REPAIR DETAILS			
Designer:	LAP	Structure	
Detailer:	KRH	Numbers	
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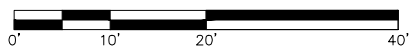
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# FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1 PLANS OF PROPOSED BRIDGE REPAIR OVER COLFAX AVENUE TRUSS BOTTOM CHORD AND ARCHITECTURAL CLADDING REPAIRS

SHEET NO.	INDEX OF SHEETS
1	TITLE SHEET
2	GENERAL NOTES
3	STEEL COVER PLATE DETAILS
4	CLADDING REPAIR DETAILS



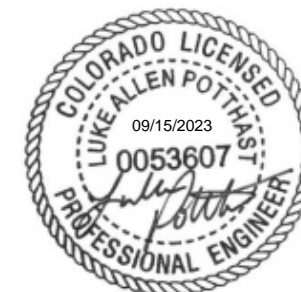
PROJECT LOCATION MAP



Title Sheet: 1 Inch = 20' Feet  
Projected Lineal Units = U.S. Survey Feet



LOCATION OF DAMAGE  
IN WESTBOUND LANES E COLFAX AVE  
LOOKING SOUTHEAST



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File Name: 189514_Structural Repair Details.dwg		Date:	Comments	Init.		No Revisions:						
Horiz. Scale: As Noted    Vert. Scale: N/A						Revised:	Designer: LAP	Structure Numbers				
Unit Information    Unit Leader Initials						Void:	Detailer: KRH		Sheet Subset: BRG	Subset Sheets: 1 OF 4	-	
MICHAEL BAKER INTERNATIONAL 165 S. UNION BLVD., STE. 1000 LAKEWOOD, CO 80228 720.514.1100									Sheet Number			

GENERAL NOTES

1. THE FITZSIMONS VILLAGE METROPOLITAN DISTRICTS NO. 1 REPRESENTATIVE WILL BE CONSIDERED "OWNER" FOR THIS PROJECT.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2022) AND THESE PLANS.
3. THE CONTRACTOR, AND ALL SUBCONTRACTORS, SHALL MEET ALL QUALIFICATIONS AS REQUIRED BY THE CONTRACT AND THESE PLANS, AND SHALL PROVIDE A STATEMENT OF QUALIFICATIONS PRIOR TO BIDDING ON THE PROJECT TO THE OWNER MEETING THE FOLLOWING REQUIREMENTS:  
 -THE CONTRACTOR SHALL HAVE EXPERIENCE WITH THE TYPE OF WORK PROPOSED AND SHALL PROVIDE AT LEAST THREE RELEVANT PROJECT REFERENCES COMPLETED WITHIN THE LAST 3 YEARS.  
 -THE CONTRACTOR SHALL PROVIDE A LIST OF ALL EMPLOYEES THAT WILL BE WORKING ON THE PROJECT, THEIR PLANNED ROLE, AND THEIR APPLICABLE EXPERIENCE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE DURING CONSTRUCTION.
5. THE CONTRACTOR SHALL SOURCE, REVIEW, AND USE THE FOLLOWING DOCUMENTS AS PART OF THIS CONTRACT. THESE DOCUMENTS ARE REFERRED TO THROUGHOUT THIS PLAN SET AS "ORIGINAL PLANS"  
 • FITZSIMONS VILLAGE COLFAX PEDESTRIAN BRIDGE, 13001B EAST COLFAX AVENUE, AURORA, COLORADO (PDT ARCHITECTS - DATED 08/05/2010)  
 • FITZSIMONS VILLAGE PEDESTRIAN BRIDGE, AURORA, COLORADO (EXCEL BRIDGE MANUFACTURING CO. - DATED JUNE 2010)  
 • FITZSIMONS VILLAGE OFFICE BUILDING COLFAX BRIDGE AND INFRASTRUCTURE OPERATIONS MAINTENANCE MANUAL (HASELDEN CONSTRUCTION - DATED 08/01/2011)
6. THE INSTALLATION OF ALL NEW CLADDING COMPONENTS SHALL MATCH THE PRODUCTS USED IN THE ORIGINAL PLANS AND SPECIFICATIONS. ANY COMPONENT NOT MATCHING THE ORIGINAL PLANS SHALL BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS OF THE PROPOSED REPAIRS AND A REPRESENTATIVE SAMPLE OF ANODIZED ALUMINUM PANEL SHOWING THE FINAL DIMENSIONS, FINISH AND COLOR TO THE OWNER FOR APPROVAL PRIOR TO INSTALLATION.
7. ALL EXISTING STRUCTURE DIMENSIONS AND ELEVATIONS CONTAINED IN THESE PLANS ARE BASED ON THE ORIGINAL PLANS AND DO NOT NECESSARILY REPRESENT THE "AS-BUILT" DIMENSIONS AND ELEVATIONS. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND BE PREPARED TO MAKE ANY ADJUSTMENTS REQUIRED TO PROPERLY EXECUTE THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES IN DIMENSIONS, CHARACTER, OR EXTENT OF THE EXISTING FEATURES PRIOR TO ADVANCING THE WORK.
8. THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING PHASING AND TRAFFIC CONTROL PLANS FOR THE PROPOSED WORK. ALL TRAFFIC CONTROL WORK SHALL BE IN COMPLIANCE WITH REQUIRED PERMITS, INCLUDING THE CITY OF AURORA PUBLIC IMPROVEMENTS PERMIT AND CDOT REGION I STATE ACCESS PERMIT APPLICABLE FOR THE PROJECT. ANY LANE CLOSURES ON A CDOT FACILITY SHALL FOLLOW THE CDOT LANE CLOSURE STRATEGY CURRENT EDITION. WORK HOURS SHALL BE 9:00am TO 3:00pm MONDAY THROUGH FRIDAY WITHIN LANE CLOSURE LIMITS, 8:00am TO 5:00pm WHEN LANE CLOSURES ARE NOT REQUIRED UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AT LEAST 5 DAYS NOTICE IN ADVANCE IF WORKING OUTSIDE OF WORK HOURS OR ON THE WEEKEND. CLOSING OF ANY TRAFFIC LANES ON WESTBOUND COLFAX AVENUE IS NOT ANTICIPATED AND SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IF REQUIRED TO CONDUCT THE PROPOSED WORK. THE PROPOSED TRAFFIC CONTROL PLANS SHALL MEET THE REQUIREMENTS OF THE CITY OF AURORA'S ROADWAY DESIGN AND CONSTRUCTION SPECIFICATIONS (LATEST EDITION) AND THE REQUIREMENTS OF SECTION 630 OF THE CDOT STANDARD SPECIFICATIONS. THE COST TO MEET THESE REQUIREMENTS SHALL BE INCLUDED IN THE COST OF THE CONTRACT.
9. SITE ACCESS POINTS, TRAFFIC CONTROL PLAN AND STAGING AREAS SHALL BE APPROVED BY THE CITY OF AURORA AND THE OWNER AT LEAST 5 WORKING DAYS PRIOR TO MOBILIZATION.
10. THE CONTRACTOR SHALL PROTECT IN PLACE ALL PORTIONS OF THE EXISTING STRUCTURE NOT BEING REPAIRED AS PART OF THIS WORK AND IS RESPONSIBLE FOR REPAIRING ANY ADDITIONAL DAMAGE TO THE EXISTING STRUCTURE.
11. THE CONTRACTOR SHALL PROVIDE A SCHEDULE OF CONSTRUCTION ACTIVITIES AND NOTIFY THE OWNER 5 WORKING DAYS PRIOR TO THE START OF WORK. A PRECONSTRUCTION MEETING SHALL BE HELD PRIOR TO THE START OF WORK AND SHALL INCLUDE THE OWNER'S REPRESENTATIVE.
12. WELDING OF ATTACHMENTS TO THE EXISTING STRUCTURE FOR CONSTRUCTION PURPOSES IS STRICTLY PROHIBITED WITHOUT WRITTEN APPROVAL BY THE ENGINEER.
13. THE CONTRACTOR SHALL TAKE MEASURES TO ENSURE THAT DEBRIS DOES NOT FALL ONTO THE ROADWAY AND SIDEWALK BELOW THE STRUCTURE.
14. THE CONTRACTOR SHALL NOTIFY THE OWNER 10 WORKING DAYS PRIOR TO ANY CLOSURE OF THE BRIDGE TO PEDESTRIAN TRAFFIC.
15. ALL DESIGN SUBMITTALS, MATERIAL SUBMITTALS, TESTING, INSTALLATION, AND INSPECTION REQUIREMENTS LISTED IN THESE PLANS SHALL BE INCLUDED IN THE WORK AND WILL NOT BE PAID FOR SEPARATELY.
16. NO PARKING, STAGING, OR WORK IS ALLOWED IN THE VEGETATED AREAS OF CDOT RIGHT OF WAY. ALL DIRT TRACKED ONTO CDOT ROADWAY MUST BE CLEANED DAILY.

WORK DESCRIPTION

REPAIR DAMAGED ARCHITECTURAL CLADDING COMPONENTS, CLEAN AND PAINT AREA OF DAMAGE ON BOTTOM CHORD, AND INSTALL A STEEL PROTECTION PLATE OVER THE DAMAGED STEEL LOW-CHORD MEMBER. THE BRIDGE IS A SINGLE SPAN 164'-2 3/8" LONG (END-TO-END TRUSS PORTAL) X 12'-2" (CLEAR WIDTH) STEEL TRUSS BRIDGE WITH CONCRETE DECK, ANODIZED ALUMINUM ARCHITECTURAL CLADDING SYSTEM, AND INSULATED GLASS.

CONSTRUCTION PROCESS (FOR INFORMATION ONLY)

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MEANS AND METHODS TO REPAIR DAMAGED ARCHITECTURAL CLADDING COMPONENTS, CLEAN, AND PAINT THE DAMAGED STEEL LOW-CHORD MEMBER, AND INSTALL THE STEEL PROTECTION PLATE.

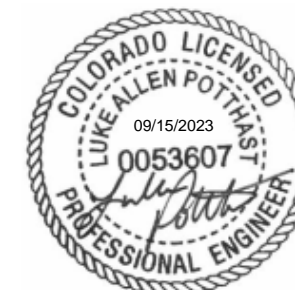
1. REMOVE REMAINDER OF DAMAGED CLADDING COMPONENTS WITHIN THE DAMAGED AREA TO AN EXISTING PANEL SEAM.
2. CLEAN, SURFACE PREP, AND PAINT THE DAMAGED LOW-CHORD TRUSS MEMBER. PRIOR TO PAINTING THE ENGINEER SHALL HAVE ACCESS TO THE DAMAGED AREA TO INSPECT THE EXTENT OF DAMAGE AND WILL PROVIDE WRITTEN APPROVAL THAT PAINTING CAN COMMENCE.
3. INSTALL STEEL PROTECTION PLATE OVER THE DAMAGED LOW-CHORD TRUSS MEMBER AS DETAILED IN THESE PLANS.
4. THREE PANELS WERE EITHER DAMAGED BY THE IMPACT OR REMOVED TO INSPECT THE BRIDGE DUE TO THE IMPACT. TWO PANELS ARE AT THE POINT OF IMPACT AND ONE PANEL IS AT THE SOUTH END OF THE BRIDGE ADJACENT TO THE SOUTH PIER. REPLACE ALL DAMAGED COMPONENTS OF THE ARCHITECTURAL CLADDING SYSTEM INCLUDING THE METAL FRAMING, PLYWOOD WITH SELF ADHERING ICE AND MOISTURE BARRIER, AND ANODIZED ALUMINUM PANELS FOR THE THREE PANELS THAT HAVE EITHER BEEN DAMAGED OR REMOVED PREVIOUSLY. ADDITIONAL PANELS ARE NOT EXPECTED TO BE REMOVED AS PART OF THIS WORK. THE CONTRACTOR SHALL PROVIDE WRITTEN DOCUMENTATION TO THE OWNER OR THEIR REPRESENTATIVE IF ADDITIONAL PANELS NEED TO BE REMOVED TO COMPLETE THE WORK FOR REVIEW AND APPROVAL PRIOR TO THE START OF WORK.
5. REPLACE THE DAMAGED INSULATED GLASS PANEL ON THE SOUTH EAST END OF THE BRIDGE. THE LOCATION OF THE GLASS PANEL WILL BE PROVIDED TO THE CONTRACTOR PRIOR TO THE START OF WORK.

PAYMENT AND SPECIFICATIONS

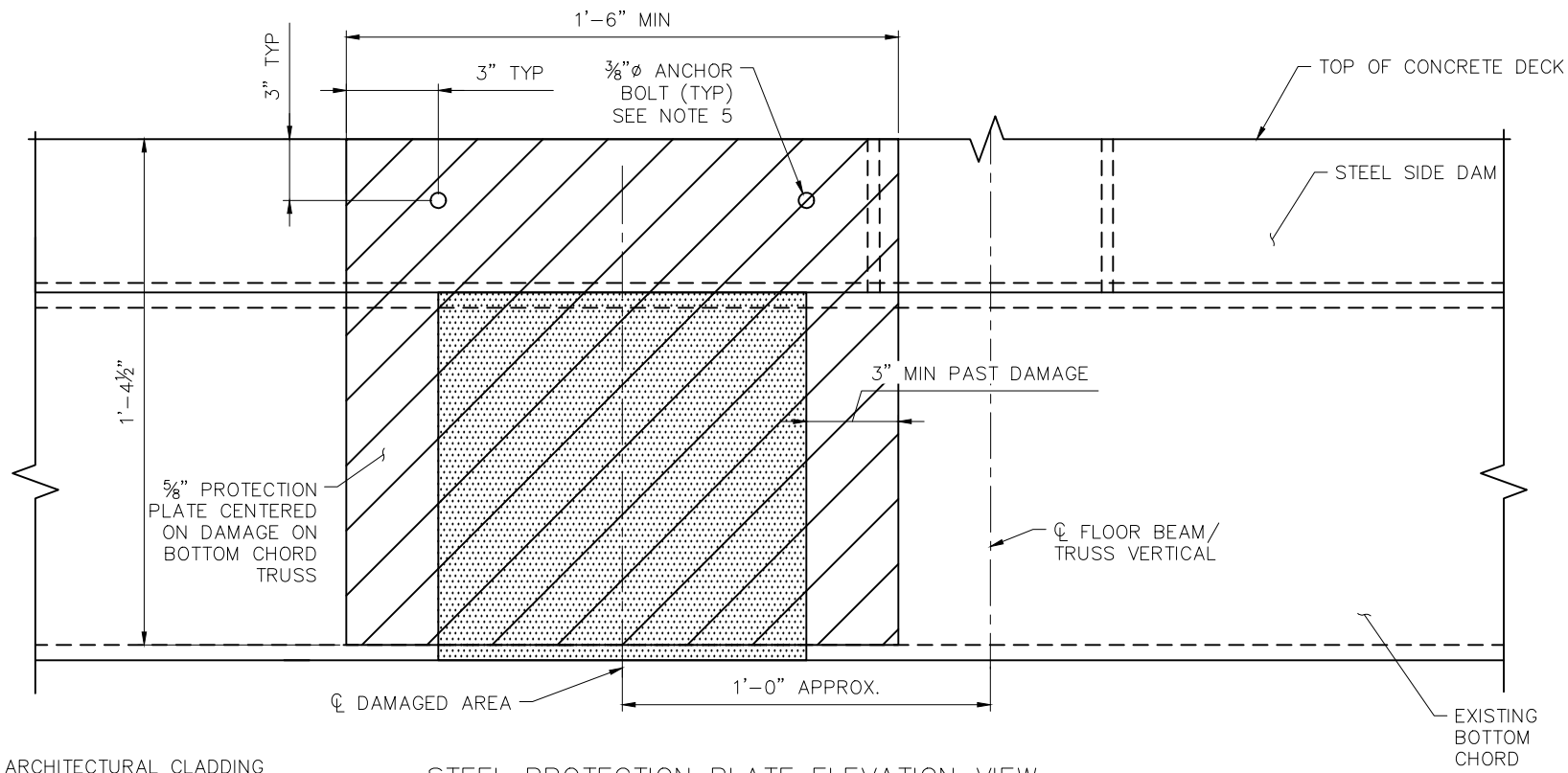
1. THE CONTRACTOR SHALL PROVIDE A WORK PLAN, SCHEDULE, AND FEE ESTIMATE TO COMPLETE THE WORK AS SHOWN ON THESE PLANS TO THE OWNER FOR REVIEW AND APPROVAL. IF ANY WORK IS REQUIRED OUTSIDE THE SCOPE OF THESE PLANS THE CONTRACTOR SHALL SUBMIT A NEW WORK PLAN, SCHEDULE AND FEE ESTIMATE TO THE OWNER FOR REVIEW AND APPROVAL. PAYMENT FOR THE PROJECT WILL BE MADE BASED ON A PERCENT SUBSTANTIALLY COMPLETE AS APPROVED BY THE OWNER. ANY WORK PERFORMED THAT HAS NOT BEEN APPROVED BY THE OWNER WILL NOT BE PAID FOR.
2. THE ARCHITECTURAL CLADDING REPAIRS SHALL INCLUDE ALL LABOR, EQUIPMENT AND MATERIALS REQUIRED TO INSTALL ALL COMPONENTS OF THE ARCHITECTURAL CLADDING SYSTEM INCLUDING BUT NOT LIMITED TO REMOVING ALL DAMAGED AND INSTALLING NEW: METAL FRAMING, PLYWOOD WITH SELF ADHERING ICE AND MOISTURE BARRIER, ANODIZED ALUMINUM PANELS, AND INSULATED GLASS PANELS.
3. THE STEEL PROTECTION PLATE SHALL MEET THE REQUIREMENTS OF SECTION 509 AND 708 OF THE CDOT STANDARD SPECIFICATIONS AND INCLUDE ALL LABOR, EQUIPMENT AND MATERIALS REQUIRED TO INSTALL THE STEEL COVER PLATE, INCLUDING THE SURFACE PREPARATION AND PAINTING OF THE DAMAGED AREA OF TRUSS BOTTOM CHORD MEMBER, AND FABRICATION, PAINTING, AND INSTALLATION OF THE STEEL PROTECTION PLATE.
4. THE EPOXY GROUTED ANCHOR RODS SHALL INCLUDE ALL LABOR, EQUIPMENT AND MATERIALS REQUIRED TO INSTALL THE ANCHOR RODS FURNISHED IN PLACE AS SHOWN ON THESE PLANS.
5. COSTS FOR TRAFFIC CONTROL, PERMITTING SUBMITTALS, AND MOBILIZATION IS CONSIDERED INCIDENTAL TO THE WORK AND WILL NOT BE PAID SEPARATELY.

SUMMARY OF QUANTITIES (FOR INFORMATION ONLY)

ITEM DESCRIPTION	UNIT	TOTAL	AS-BUILT
ARCHITECTURAL CLADDING (ANODIZED ALUMINUM PANELS)	SF	213.8	
ARCHITECTURAL CLADDING (INSULATED GLASS PANELS)	EA	1	
STEEL PROTECTION PLATE	EA	1	
EPOXY GROUTED ANCHOR RODS	EA	2	



Print Date: 10/26/2022	0000	<b>Sheet Revisions</b>			Fitzsimons Village Metropolitan District No. 1 8390 E Crescent Pkwy, Suite 300 Greenwood Village, CO 80111	<b>FOR CONSTRUCTION</b>		<b>FITZSIMONS VILLAGE PEDESTRIAN BRIDGE REPAIR GENERAL NOTES</b>		<b>Project No./Code</b>		
File Name: 189514_Structural Repair Details.dwg		Date:	Comments	Init.		No Revisions:						
Horiz. Scale: As Noted    Vert. Scale: N/A						Revised:	Designer: LAP	Structure				
Unit Information                      Unit Leader Initials						Void:	Detailer: KRH	Numbers				
MICHAEL BAKER INTERNATIONAL 165 S. UNION BLVD., STE. 1000 LAKEWOOD, CO 80228 720.514.1100					Sheet Subset: BRG	Subset Sheets: 2 OF 4			Sheet Number			

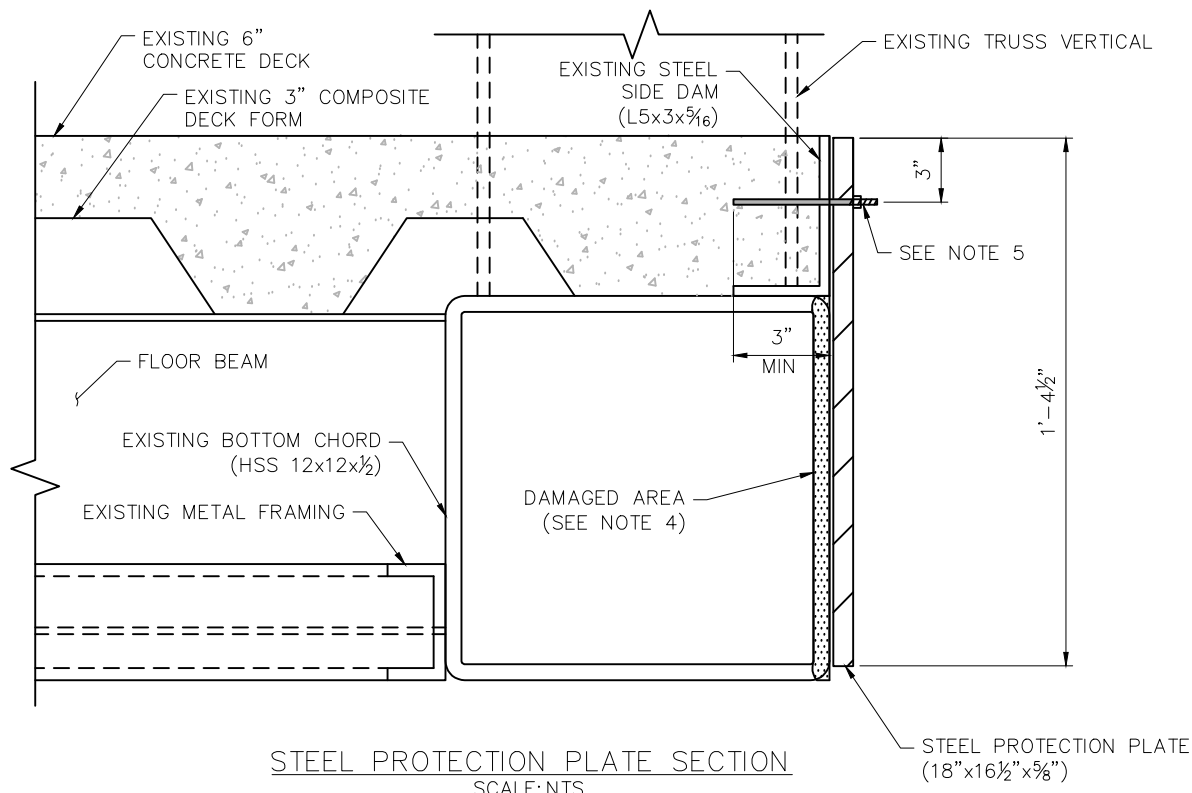


NOTES

1. THE STEEL PROTECTION PLATE MATERIAL SHALL MEET THE REQUIREMENTS OF ASTM A572 GR. 50 (Fy = 50 KSI) OR AN APPROVED EQUAL. THE STEEL SHALL BE VIRGIN MATERIAL AND SHALL NOT BE FROM A RECYCLED SOURCE. THE PLATE SHALL BE PAINTED AND MEET THE SPECIFICATIONS OF SECTION 509 AND SECTION 708 OF THE CDOT STANDARD SPECIFICATIONS AND THE MANUFACTURER'S RECOMMENDATIONS.
2. THE STEEL FABRICATOR SUPPLYING STRUCTURAL STEEL COMPONENTS SHALL BE CERTIFIED UNDER THE AISC QUALITY CERTIFICATION PROGRAM FOR BRIDGE COMPONENT MANUFACTURER, EFFECTIVE AS OF THE PROJECT BID DATE.
3. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR THE STEEL PROTECTION PLATE SHOWING THE PLATE DIMENSIONS AND PAINT SYSTEM TO BE REVIEWED AND APPROVED BY THE ENGINEER. ALLOW 10 WORKING DAYS FOR REVIEW.
4. THE EXISTING STEEL TRUSS BOTTOM-CHORD MEMBER WITHIN THE DAMAGED AREA SHALL BE CLEANED AND PAINTED USING THE SAME PAINT SYSTEM AS THE STEEL COVER PLATE AND SHALL MEET THE SPECIFICATIONS OF SECTION 509 AND 708 OF THE CDOT STANDARD SPECIFICATIONS AND THE MANUFACTURER'S RECOMMENDATIONS. AFTER SURFACE PREPARATION IS COMPLETE THE CONTRACTOR SHALL PROVIDE ACCESS TO THE DAMAGE AREA TO THE ENGINEER TO PERFORM AN INSPECTION. THE ENGINEER WILL PROVIDE WRITTEN APPROVAL TO THE CONTRACTOR TO COMMENCE FIELD PAINTING OF THE BOTTOM-CHORD MEMBER.
5. THE ANCHOR BOLTS SHALL BE DRILLED AND EPOXY GROUTED INTO THE EXISTING CONCRETE DECK USING HILTI HIT-RE 500 V3 EPOXY AND A 3/8" HAS-R 304 SS THREADED ANCHOR ROD, OR APPROVED EQUAL, AND SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
6. THE CONTRACTOR SHALL TAKE CARE AS TO NOT DRILL INTO THE TRUSS VERTICAL MEMBER AND SHALL PROVIDE A MINIMUM OF 2-INCH CLEARANCE TO THE MEMBER.
7. INSTALL A 1/8" THICK NEOPRENE WASHER (SPACER) BETWEEN THE SIDE DAM AND THE NEW STEEL COVER PLATE.
8. PROVIDE A LOCKING NUT SYSTEM, I.E. DOUBLE NUT OR LOCK NUT, SO THAT THE PLATE CAN BE REMOVED IN THE FUTURE BY USE OF STANDARD TOOLS. DO NOT OVER-TIGHTEN THE NUTS. PROVIDE A NEOPRENE WASHER BETWEEN THE STEEL COVER PLATE AND THE NUT/WASHER.

NOTE: ARCHITECTURAL CLADDING COMPONENTS NOT SHOWN FOR CLARITY

STEEL PROTECTION PLATE ELEVATION VIEW  
SCALE: NTS



STEEL PROTECTION PLATE SECTION  
SCALE: NTS



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Horiz. Scale: As Noted Vert. Scale: N/A	
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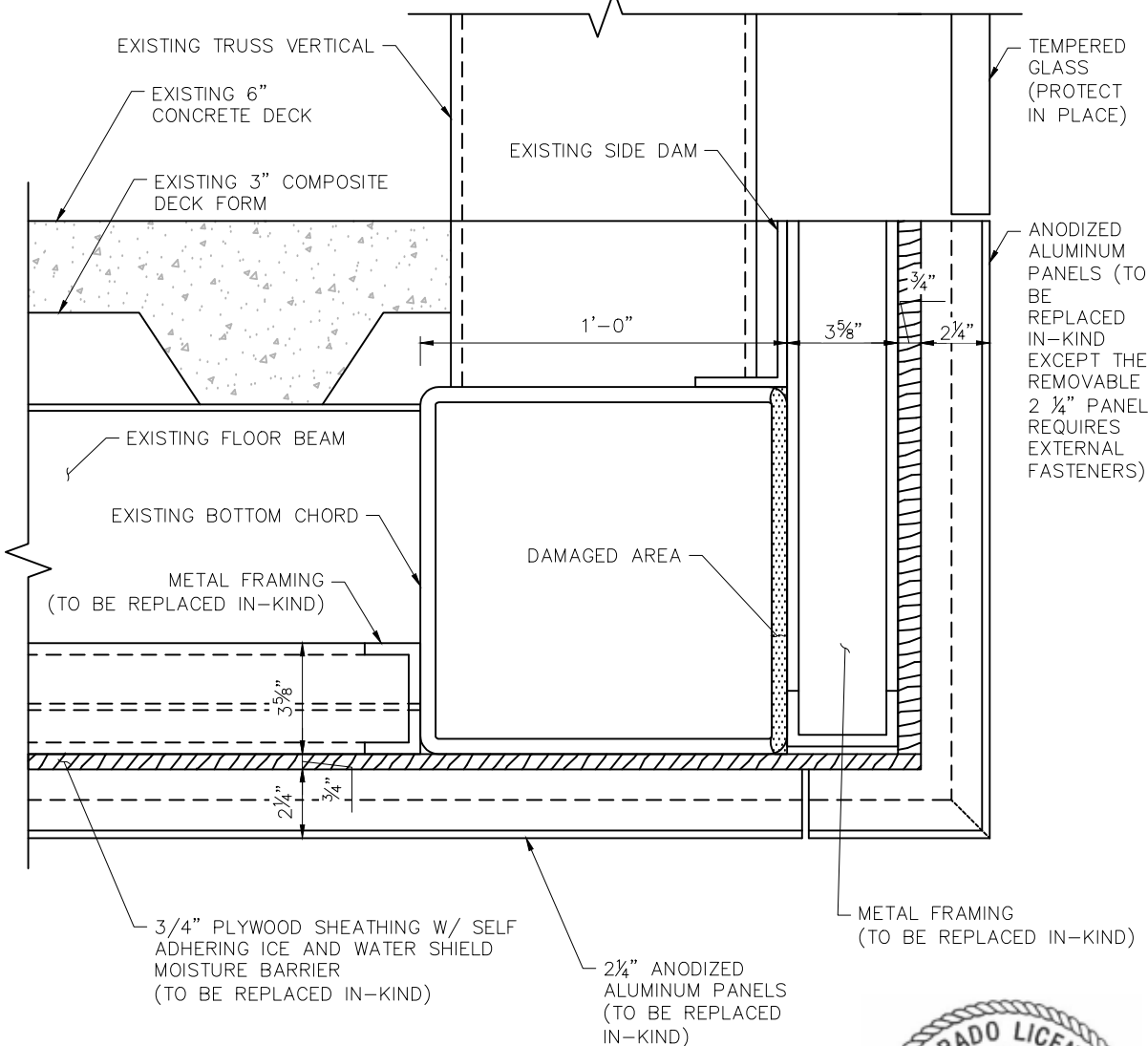
FOR CONSTRUCTION
No Revisions:
Revised:
Void:

FITZSIMONS VILLAGE PEDESTRIAN BRIDGE REPAIR STEEL COVER PLATE REPAIR DETAILS			
Designer:	LAP	Structure	
Detailer:	KRH	Numbers	
Sheet Subset:	BRG	Subset Sheets:	3 OF 4

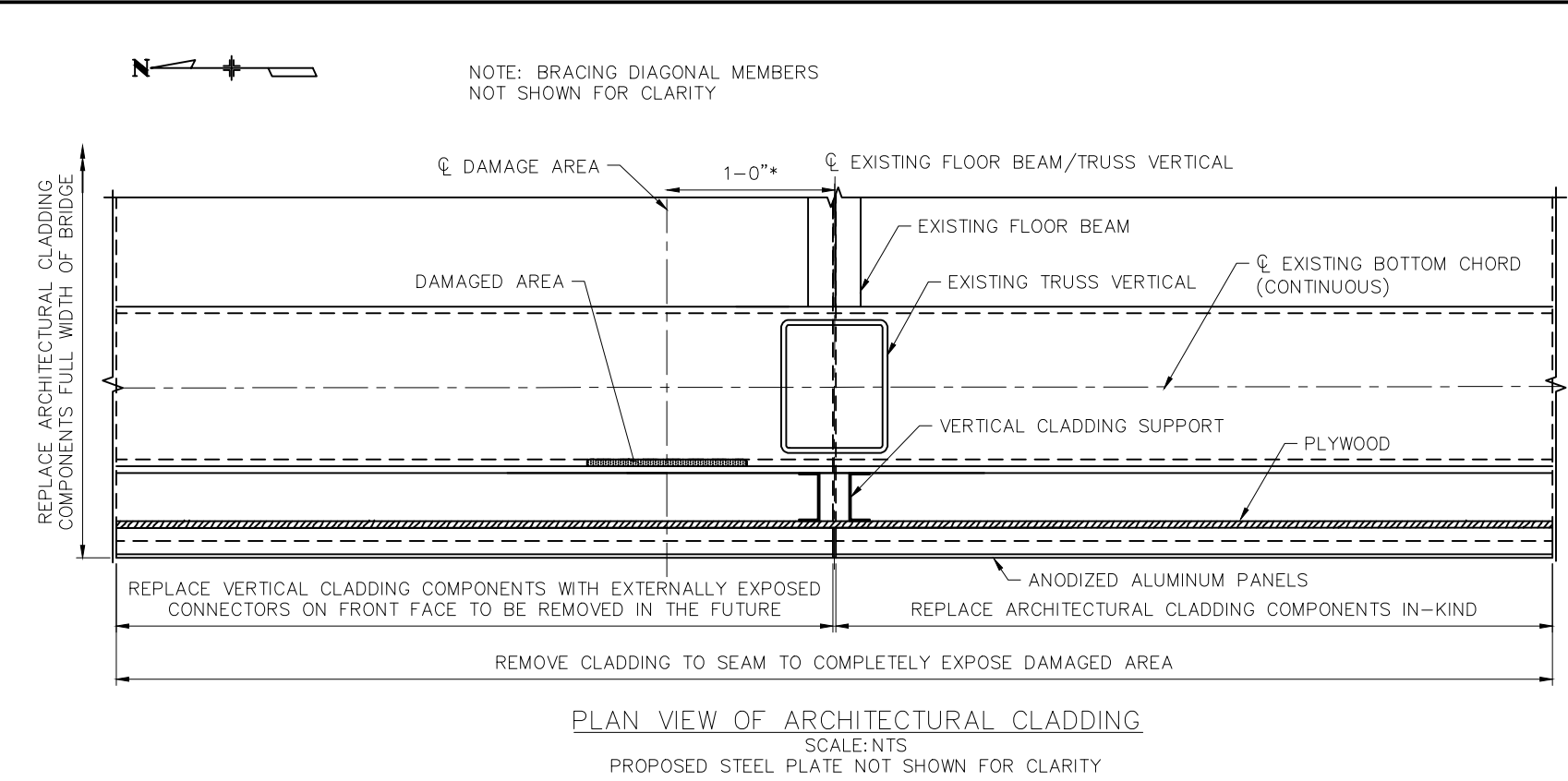
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Sheet Number

NOTES:

1. REMOVE ALL DAMAGED CLADDING COMPONENTS WITHIN THE THREE PANELS THAT ARE EITHER DAMAGED OR PREVIOUSLY REMOVED, INCLUDING ALL PLYWOOD AND METAL FRAMING. REPLACE ALL REMOVED SECTIONS IN-KIND UNLESS OTHERWISE APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS SHOWING THE PROPOSED CLADDING COMPONENT LAYOUT, AND ALL MATERIALS AND COMPONENTS THAT WILL BE USED FOR THE REPAIR TO THE ENGINEER FOR REVIEW AND APPROVAL.
2. ALL NEW METAL FRAMING COMPONENTS SHALL BE MECHANICALLY FASTENED TO THE BOTTOM-CHORD TRUSS MEMBER USING SELF-TAPPING SCREWS OR AN APPROVED EQUIVALENT. WELDING WILL NOT BE PERMITTED WITHOUT WRITTEN APPROVAL BY THE ENGINEER.
3. DO NOT PLACE CONNECTORS IN DAMAGED AREA.
4. SEE ORIGINAL PLANS FOR FURTHER INFORMATION ON THE EXISTING TRUSS STRUCTURE AND ANODIZED ALUMINUM CLADDING SYSTEM.
5. ISOLATE ALL METAL COMPONENTS OF REPAIR FROM DISSIMILAR MATERIALS TO PROHIBIT ANY ELECTROLYSIS OR CORROSION
6. ADJUST SPACING OF NEW METAL FRAMING TO NOT IMPACT THE PROPOSED STEEL PROTECTION PLATE REPAIR.

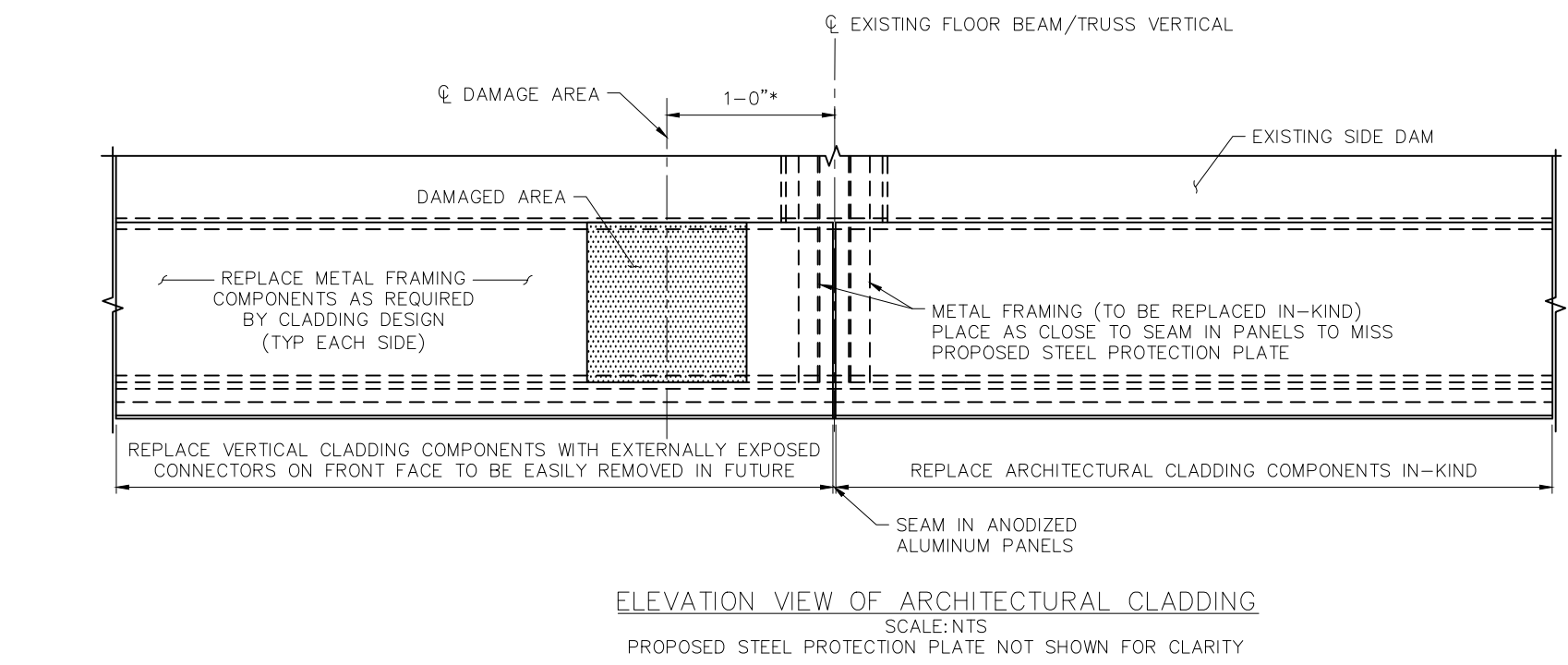


ARCHITECTURAL CLADDING SECTION  
SCALE: NTS  
PROPOSED STEEL COVER PLATE NOT SHOWN FOR CLARITY



PLAN VIEW OF ARCHITECTURAL CLADDING  
SCALE: NTS  
PROPOSED STEEL PLATE NOT SHOWN FOR CLARITY

\*DIMENSION IS ESTIMATED



ELEVATION VIEW OF ARCHITECTURAL CLADDING  
SCALE: NTS  
PROPOSED STEEL PROTECTION PLATE NOT SHOWN FOR CLARITY

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Void:

FITZSIMONS VILLAGE PEDESTRIAN BRIDGE REPAIR CLADDING REPAIR DETAILS			
Designer:	LAP	Structure	
Detailer:	KRH	Numbers	
Sheet Subset:	BRG	Subset Sheets:	4 OF 4

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Sheet Number

**EXHIBIT B**

Schedule

**EXHIBIT C**

Form of Lien Waivers



**EXHIBIT C-1****WAIVER OF LIEN FOR PARTIAL PAYMENTS**

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is [\_\_\_\_\_] of [\_\_\_\_\_] the Contractor for the [\_\_\_\_\_] Work on the project located at [\_\_\_\_\_] owned by \_\_\_\_\_ District (the “**Owner**”). That the total amount of the Work performed by the undersigned and approved for payment to date is [\_\_\_\_\_] and the undersigned acknowledges that upon receipt and bank clearance of this partial payment, the Contractor has been paid for the Work performed and approved for payment to date the total Compensation.

That the undersigned, for and in consideration of the sum of [\_\_\_\_\_] Dollars (\$[\_\_\_\_\_] in hand paid by [\_\_\_\_\_] and upon bank clearance , does hereby acknowledge receipt of this partial payment due Contractor for Work performed or material furnished in connection with the [\_\_\_\_\_] Improvements.

And the undersigned, for and in consideration of the sum aforesaid, and other good and valuable consideration, does hereby waive and relinquish all right, which Contractor can or may have at this date, to file any lien, mechanics’, materialmen’s or otherwise, against said above property for or by reason of any work performed, or material furnished in connection with the construction of said Project, with the distinct understanding that this waiver shall not be construed as covering any right to file any such lien for work performed or material to be hereafter furnished if such work performed or material furnished hereafter be not on account of the aforesaid mentioned sum. .

IN WITNESS WHEREOF, I have hereunto set my hand and seal this [\_\_\_\_] day of [\_\_\_\_], 20[\_\_\_\_].

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me by [\_\_\_\_\_] on this [\_\_\_\_] day of [\_\_\_\_], 20[\_\_\_\_] by [\_\_\_\_\_] as [\_\_\_\_\_] of [\_\_\_\_\_].

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT C-2**

Waiver of Lien for Final Payments

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is [\_\_\_\_\_] of the [\_\_\_\_\_] , who is the Contractor for the [\_\_\_\_\_] Work on the project located at [\_\_\_\_\_] , owned by \_\_\_\_\_ District (the “**Owner**”). That the total amount of the contract including extras is [\_\_\_\_\_] Dollars (\$[\_\_\_\_\_] ) and the undersigned acknowledges that upon receipt and bank clearance of this final payment, the Contractor has been paid in full the total Compensation.

That the undersigned, for and in consideration of the sum of [\_\_\_\_\_] Dollars (\$[\_\_\_\_\_] ) in hand paid by [\_\_\_\_\_] , and upon bank clearance, does hereby acknowledge receipt in full of all sums due Contractor for Work performed or material furnished in connection with the Project, and the undersigned, for and in consideration of the sum aforesaid, and other good and valuable consideration, does hereby waive and relinquish all right, which Contractor can or may have at this date, to file any lien, mechanics’, materialmen’s or otherwise, against said above property for or by reason of any Work performed, or material furnished in connection with the construction of said Project, with the distinct understanding that this waiver shall not be construed as covering any right to file any such lien for Work performed or material to be hereafter furnished if such Work performed or material furnished hereafter be not on account of the aforesaid mentioned sum. .

IN WITNESS WHEREOF, I have hereunto set my hand and seal this [\_\_\_\_\_] day of [\_\_\_\_\_] , 20[\_\_\_\_\_]

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this [\_\_\_\_] day of [\_\_\_\_\_], 20[\_\_\_\_] by  
[\_\_\_\_\_] as [\_\_\_\_\_] of [\_\_\_\_\_].

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT D**  
Compensation

**EXHIBIT E**

## Required Bonds and Forms of Bonds

***Performance Bond.*** A Performance Bond in an amount at least equal to 100% of the Compensation, as modified by any change orders from time to time, as security for the faithful performance and payment of all Contractor's obligations under the Contract.

***Labor and Materials Payment Bond.*** A Labor and Materials Bond in an amount at least equal to 100% of the Compensation, as modified by any change orders from time to time, as security for payment of all wages and bill, contracted for materials, supplies and equipment used in the performance of the Contract.

***Warranty Bond.*** A Warranty Bond in the amount of \$10,000 as security for the faithful performance of all matters related to warranty claims or acceptance of the Work.

## EXHIBIT E-1

### Form of Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned [\_\_\_\_], duly organized under the laws of the State of [\_\_\_\_] and licensed to do business in the State of Colorado, as Principal, and [\_\_\_\_], duly organized under the laws of the State of [\_\_\_\_] and licensed to do business in the State of Colorado, as Surety, are hereby held and firmly bound unto \_\_\_\_\_ District, as Obligee, in the sum of [\_\_\_\_] Dollars (\$[\_\_\_\_]), for the payment of which penal sum, well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Obligee have executed a Construction Contract dated [\_\_\_\_], for the construction of the [\_\_\_\_] (hereinafter “**Contract**”), which is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly and faithfully perform said Contract, including a [\_\_\_\_] ([\_\_\_\_]) **year** warranty period described in the Contract Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives any notice of any alteration of the Contract or extension of the Contract Time, as stated in the Contract, as may be agreed upon by the Obligee and the Contractor and embodied in any written Change Order whether or not it increases the total price of the Project.

Whenever the Principal shall be in default under the Contract and is declared so by the Obligee, and the Obligee has performed all obligations under the Contract, the Surety may (1) remedy the default; or (2) complete the Contract in accordance with its terms and conditions; or (3) obtain a bid or bids for completing the Contract in accordance with its terms and conditions; and upon determination by Surety of the lowest, qualified, responsive and responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest, qualified, responsive and responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) funds sufficient to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of **two (2) years** from the date final payment under the Contract is due. The Obligee shall not be liable for the payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Obligee against any claims brought under this Bond and indemnify the Obligee for any judgments, and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so, and in addition to such obligations, shall reimburse and repay the Obligee all outlay and

expense including attorneys' fees and related costs which the Obligee may incur in making good any default, together with interest thereon at the rate of eight percent (8%) per annum from the date of judgment.

Signed this [\_\_\_\_] day of [\_\_\_\_\_], 20[\_\_\_\_].

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[SEAL]

Address:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[SEAL]

Address:  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)



**NOTE:** This Bond is given under and subject to the provisions of Section 38-26-106, C.R.S. This Bond must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Contract. If Principal is a partnership, all partners should execute the Bond.

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

(Power of Attorney Attached)

**EXHIBIT E-2**

## Form of Labor and Materials Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned, [\_\_\_\_\_] , duly organized under the laws of the State of [\_\_\_\_\_] and licensed to do business in the State of Colorado, as Principal, and [\_\_\_\_\_] , duly organized under the laws of the State of [\_\_\_\_\_] and licensed to do business in the State of Colorado, as Surety, are hereby held and bound firm unto \_\_\_\_\_ District, as Obligee, in the penal sum of [\_\_\_\_\_] Dollars (\$[\_\_\_\_\_] ) due in accordance with the Contract (defined below) from the time such payments shall become due until such payment shall be made, for the payment of which sum well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Obligee have executed a Construction Contract dated [\_\_\_\_\_] , for the construction of the [\_\_\_\_\_] (hereinafter “**Contract**”), which is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

(1) A claimant shall be defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include, but not be limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

(2) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant, as herein defined, who has not been paid in full before the expiration of ninety (90) days after the date on which the last of such claimant’s work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for sums as may be justly due claimant, together with interest at the rate of eight percent (8%) per annum, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Obligee against any claims brought under this Bond and indemnify the Obligee for any judgments, and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so, and in addition to such obligations, shall reimburse and repay the Obligee all outlay and expense, including attorneys’ fees and related costs which the Obligee may incur in making good any default.

(3) No suit or action shall be commenced hereunder by any claimant:

(i) Unless the claimant, other than one having a direct contract with the Principal, shall have given written notice to the Obligee and either the Principal or the Surety within six (6) months after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy

the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the Project is located, save that such service need not be made by a public officer.

(ii) After the expiration of **one (1) year** following the date on which the Principal ceased work on the above-described Project, it being understood, however, that, if any limitation embodied in this Bond is prohibited by any law controlling construction hereof, such limitation shall be deemed to be amended as to be equal to the minimum period of limitation permitted by such law.

(iii) Other than in a state court of competent jurisdiction in and for the county of the state in which the Project, or any part thereof, is situated, and not elsewhere.

(iv) In addition, if the Principal or its subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such Principal or its subcontractor in performance of the Contract or shall fail to duly pay any person who supplies laborers, rental machinery, tools or equipment in the prosecution of the Work, then the Surety shall pay the same in an amount not exceeding the sum specified in this Bond, together with interest at a rate of eight percent (8%) per annum.

(4) The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against certain improvements, whether or not the claim for the amount of such lien be presented under and against this Bond.

Signed this [\_\_\_\_] day of [\_\_\_\_\_], 20[\_\_\_\_].

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[SEAL]

Address:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[SEAL]

Address:  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

**NOTE:** This Bond must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Contract. If Principal is a partnership, all partners should execute Bond.

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

(Power of Attorney Attached)