

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

DATE: Wednesday, April 17, 2024

TIME: 1:30 p.m.

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

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjQwMDdiYmEtZDK5Ni00ZmM4LTlhM2ItMGFmOGY4ODFIYTM4%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%221f1b712c-e235-4dd5-b5c5-d830e47350db%22%7d

ACCESS:

To attend via telephone, dial 720-547-5281 and enter the following additional information: Conference ID 980 211 863#

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
Kristin Hager	Director	May, 2027
VACANT	Director	May, 2025
VACANT	Director	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
Kristin Hager	Director	May, 2027
VACANT	Director	May, 2025
VACANT	Director	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 March 20, 2024 regular Board meeting (enclosure). (District Nos. 1-3)

II. MANAGER MATTERS

- A. Update on Promenade work. (District Nos. 1-3)

III. FINANCIAL MATTERS

- A. Approve and/or ratify approval of payment of claims in the amount of \$506,873.63 (enclosure). (District No. 1)
- B. Approve and/or ratify approval of payment of claims in the amount of \$2,067.78 (enclosure). (District No. 3)
- C. Consider approval of Pay Apps and other expenses and approval of Draw Request No. 21 (enclosures). (District No. 1)
- D. Consider approval of Requisition No. 16, Requisition No. 17, Requisition No. 18 and Requisition No. 19 (enclosures). (District No. 3)

IV. LEGAL MATTERS

- A. Other.

V. OTHER BUSINESS

- A. Update on garage.

VI. ADJOURNMENT

The next regular meeting is scheduled for May 15, 2024 at 1:30 p.m.

**MINUTES OF A COMBINED REGULAR MEETING OF
THE BOARDS OF DIRECTORS OF THE
FITZSIMONS VILLAGE METROPOLITAN DISTRICTS NOS. 1-3
HELD
March 20, 2024**

A combined 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, March 20, 2024 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 (MD Nos. 1-3)
Bob Dapper, Secretary (MD No.1 and 2)
Brian Ratner, Secretary (MD No. 3)
Kristin Hager, Director (MD Nos. 1-3)

Also In Attendance Were:

Brenden Desmond, Esq.; Spencer Fane LLP
Anna Jones, Robert Campbell and Nic Carlson; CliftonLarsonAllen LLP (“CLA”)
Tom Banta; Corporex

**ADMINISTRATIVE
MATTERS**

Call to Order and Agenda: The Board called the meeting to order. Following review, upon a motion duly made by Director Schlicht, seconded by Director Dapper and, upon vote, unanimously carried, the District Nos. 1 & 2 Boards approved the combined agenda, as presented.

Following review, upon a motion duly made by Director Schlicht, seconded by Director Ratner and, upon vote, unanimously carried, the District No. 3 Board approved the combined agenda, as presented.

Disclosure of Potential Conflicts of Interest: The Board 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 regarding 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 February 21, 2024 Regular Board Meeting (District Nos. 1-3): Following review, upon a motion duly made by Director Schlicht, seconded by Director Dapper and, upon vote, unanimously carried, the District Nos. 1 & 2 Boards approved the February 21, 2024 Combined Regular Meeting Minutes, as presented.

Following review, upon a motion duly made by Director Schlicht, seconded by Director Ratner and, upon vote, unanimously carried, the District No. 3 Board approved the February 21, 2024 Combined Regular Meeting Minutes, as presented.

Eligible Elector(s) to the Board (District Nos. 1-3): Upon a motion duly made by Director Schlicht, seconded by Director Dapper and, upon vote, unanimously carried, the District Nos. 1 & 2 Boards appointed Kristin Hager to the Board of Directors.

Upon a motion duly made by Director Schlicht, seconded by Director Ratner and, upon vote, unanimously carried, the District No. 3 Board appointed Kristin Hager to the Board of Directors.

Election of Officers (District Nos. 1-3): Upon a motion duly made by Director Schlicht, seconded by Director Dapper and, upon vote, unanimously carried, the District Nos. 1 & 2 Boards elected the following slate of officers:

Upon a motion duly made by Director Schlicht, seconded by Director Ratner and, upon vote, unanimously carried, the District No. 3 Board elected the following slate of officers:

President: Suzanne Schlicht (District 1-3)
 Secretary: Brian Ratner (District 3)
 Secretary: Bob Dapper (District 1 & 2)
 Treasurer: Kristen Hager (District 1-3)

**MANAGER
MATTERS**

Bridge Update: Ms. Jones provided an update to the Boards.

Promenade Work: Mr. Banta provided an update to the Boards.

Garage and Promenade Insurance Discussion: Mr. Carlson provided an update to the Boards.

Annual Landscaping Proposals: Mr. Carlson reviewed the proposals with the Boards. Following review, upon a motion duly made by Director Schlicht, seconded by Director Ratner and, upon vote, unanimously carried, the District No. 3 Board approved the proposal with Sustainable Landscapes in the amount of \$11,569.63, as presented.

Following review, upon a motion duly made by Director Schlicht, seconded by Director Dapper and, upon vote, unanimously carried, the District Nos. 1 & 2 Boards approved the proposal with Sustainable Landscapes in the amount of \$11,569.63, as presented.

FINANCIAL MATTERS

Claims in the amount of \$996,943.03 (District No. 1): Following review, upon a motion duly made by Director Schlicht, seconded by Director Dapper and, upon vote, unanimously carried, the District No. 1 Board ratified approval of the claims in the amount of \$996,943.03.

Claims in the amount of \$5,276.66 (District No. 3): Following review, upon a motion duly made by Director Schlicht, seconded by Director Ratner and, upon vote, unanimously carried, the District No. 3 Board ratified approval of the claims in the amount of \$5,276.66.

December 31, 2023 Unaudited Financial Statements (District Nos. 1-3): No action taken.

Public Hearing to Consider Amendment of the 2023 Budgets and Resolution to Amend the 2023 Budgets (District Nos. 2 and 3): Upon a motion duly made by Director Schlicht, seconded by Director Dapper and, upon vote, unanimously carried, the District No. 2 Board opened the public hearing at 1:58 p.m.

Upon a motion duly made by Director Schlicht, seconded by Director Ratner and, upon vote, unanimously carried, the District No. 3 Board opened the public hearing at 1:58 p.m.

It was noted that publication of Notice stating that the District Nos. 2 and 3 Boards would consider amendment of the 2023 Budgets and the date, time and place of the public hearing was made in a newspaper having general circulation within the Districts. No written objections were received prior to the public hearings.

No members of the public were present, and no public comments were received.

Upon a motion duly made by Director Schlicht, seconded by Director Dapper and, upon vote, unanimously carried, the District No. 2 Board closed the public hearing at 1:59 p.m.

Upon a motion duly made by Director Schlicht, seconded by Director Ratner and, upon vote, unanimously carried, the District No. 3 Board closed the public

hearing at 1:59 p.m.

Mr. Campbell reviewed the 2023 Budgets with the District Nos. 2 and 3 Boards. Following review, upon a motion duly made by Director Schlicht, seconded by Director Dapper and, upon vote, unanimously carried, the District No. 2 Board approved the amendment of the 2023 Budget, as presented.

Upon a motion duly made by Director Schlicht, seconded by Director Ratner and, upon vote, unanimously carried, the District No. 3 Board approved the amendment of the 2023 Budget, as presented.

Pay Apps and Other Expenses and Draw Request No. 20 (District No. 1): Mr. Campbell reviewed with the Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Dapper and, upon vote, unanimously carried, the District No. 1 Board approved the pay apps and other expenses and Draw Request No. 20, as presented.

Requisition No. 13, Requisition No. 14, Requisition No. 15 (District No. 3): Mr. Campbell reviewed the Requisitions with the District No. 3 Board. Following review, upon a motion duly made by Director Schlicht, seconded by Director Ratner and, upon vote, unanimously carried, the District No. 3 Board approved Requisition Nos. 13-15, as presented.

LEGAL MATTERS

1280 N Uvalda Street Easement: Attorney Desmond reviewed the Easement with the District No. 3 Board. Following review and discussion, upon a motion duly made by Director Schlicht, seconded by Director Ratner and, upon vote, unanimously carried, the District No. 3 Board ratified approval of 1280 N Uvalda Street Easement, as presented.

Change Order No. 2 for 500 Parking Garage: Following review, upon a motion duly made by Director Schlicht, seconded by Director Dapper and, upon vote, unanimously carried, the District No. 1 Board approved the Corporex Development & Construction Management LLC Change Order No. 2 for 500 Parking Garage in the amount of \$765,960.00, as presented.

OTHER BUSINESS

Update on Garage:

ADJOURNMENT

There being no further business to come before the Boards at this time, the meeting was adjourned at 2:10 p.m.

Respectfully submitted,

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

By _____
Secretary for the Meeting (District No. 3)

**FITZSIMONS VILLAGE MD NO. 1
INTERIM CLAIMS
MARCH 14, 2024 - APRIL 11, 2024**

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
3/18/2024	City of Aurora	A056547FEB24	\$ 20.23
3/18/2024	City of Aurora	A053258FEB24	20.23
3/22/2024	Corporex Development & Construction Management	Multiple	483,118.76
3/25/2024	Sustainable Landscapes Colorado LLC	770	6,342.60
3/27/2024	CliftonLarsonAllen LLP	L241137624	4,034.63
3/27/2024	Diversified Underground Inc.	29298	2,165.00
3/27/2024	Roth Property Maintenance LLC	68909	2,097.49
3/27/2024	Sustainable Landscapes Colorado LLC	Multiple	8,084.43
3/27/2024	UNCC	224020520	51.60
3/27/2024	Xcel Energy	869580085	938.66
			\$ 506,873.63

**FITZSIMONS VILLAGE MD NO. 3
INTERIM CLAIMS
MARCH 14, 2024 - APRIL 11, 2024**

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
3/15/2024	Special District Association	2024 Dues	\$ 341.88
3/28/2024	CliftonLarsonAllen LLP	L241139314	1,509.90
3/28/2024	Spencer Fane	1264560	216.00
			<u>\$2,067.78</u>

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: 22
 Application Date: 03/27/24
 Progress From: 03/01/24
 Progress To: 03/31/24
 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.....	\$	0.00
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).....	\$	15,824,421.55
5. Less _____ retained.....	\$	598,725.93
6. Total earned less retained amount.....	\$	15,225,695.62
7. Total amount previously approved (total from column D less retainage).....	\$	15,002,583.31
8. Current Amount Due	\$	223,112.31
9. Balance to Finish (includes Retainage).....	\$	919,462.45

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: 4/6/24

State of: Kentucky
 County of: Kenton
 Subscribed and sworn to before me this 4 day of April, 2024.

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

Fitzsimons 500 Parking Garage
 APPLICATION NO: 22
 APPLICATION DATE: 3/27/2024
 PERIOD TO: 3/31/2024
 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		G MATERIALS PRESENTLY STORED (NOT IN D OR E)	H TOTAL COMPLETED AND STORED TO DATE (D+E+F)	I % (G / C)	J BALANCE TO FINISH (C- G)	K RETAINAGE (IF VARIABLE RATE) 5%
						G FROM PREVIOUS APPLICATION (D + E)	G THIS PERIOD					
1	Building Construction											
	Concrete	9,425,446.00	(163,185.51)		9,262,260.49	9,262,260.49	-		9,262,260.49	100%	0.00	403,041.42
	Masonry	139,506.00	6,611.00		146,117.00	146,117.00			146,117.00	100%	0.00	8,435.90
	Metals	609,282.00	190,704.29		799,986.29	799,986.29			799,986.29	100%	0.00	40,742.76
	Woods, Plastics & Composites	5,075.00	(75.00)		5,000.00	2,304.00			2,304.00	46%	2,696.00	47.10
	Thermal & Moisture Protection	212,136.00	(50,070.00)		162,066.00	114,242.00			114,242.00	70%	47,824.00	4,617.57
	Openings, Glass & Glazing	65,239.00	(15,763.00)		49,476.00	49,476.00			49,476.00	100%	0.00	1,297.52
	Finishes	254,559.00	(75,617.00)		178,942.00	138,229.00	17,233.96		155,462.96	87%	23,479.04	6,417.84
	Specialties	22,919.00	55,000.00		77,919.00	25,000.00	49,371.94		74,371.94	95%	3,547.06	1,481.16
	Equipment	60,900.00	(2,477.29)		58,422.71				-	0%	58,422.71	0.00
	Furnishings	65,000.00	(55,000.00)		10,000.00				-	0%	10,000.00	0.00
	Conveying Systems	214,338.00	21,679.47		236,017.47	236,017.47			236,017.47	100%	0.00	14,170.62
	Fire Suppression	55,703.00	(823.00)		54,880.00	54,880.00			54,880.00	100%	0.00	706.29
	Plumbing	421,770.00	(112,832.16)		308,937.84	308,937.84			308,937.84	100%	0.00	15,436.37
	HVAC	16,331.00	42,942.00		59,273.00	42,655.60			42,655.60	72%	16,617.40	1,792.67
	Electrical	1,040,313.00	(22,853.00)		1,017,460.00	1,015,192.60			1,015,192.60	100%	2,267.40	45,275.08
	Electronic Safety & Security	50,000.00	(25,000.00)		25,000.00		25,000.00		25,000.00	100%	0.00	1,062.84
	Earthwork	435,886.00	437,358.40		873,244.40	873,244.40			873,244.40	100%	0.00	38,499.15
	Exterior Improvements	184,147.00	76,988.22		261,135.22	108,994.40	34,380.49		143,374.89	55%	117,760.33	2,816.10
	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	269,447.34		852,842.34	852,842.34			852,842.34	100%	0.00	9,031.50
	General Contractor's General Conditions	641,026.00	20,001.00		661,027.00	536,507.24	81,571.18		618,078.42	94%	42,948.58	2,519.72
	General Contractor's Contingency	416,877.00	(258,650.04)		158,226.96		17,671.05		17,671.05	11%	140,555.91	
	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	472,539.04			472,539.04	88%	65,969.07	
	Corporex Staffing & Fee (3%)	474,288.00			474,288.00	236,669.71			236,669.71	49.9%	237,618.29	0.00
2	Architectural & Engineering											
	Civil Engineering	85,000.00	(6,550.00)		78,450.00	48,711.95	1,430.00		50,141.95	64%	28,308.05	0.00
	Permit	250,000.00	(171,015.47)		78,984.53	18,253.01			18,253.01	23%	60,731.52	0.00
	Testing	125,000.00			125,000.00	67,950.10	2,753.00		70,703.10	57%	54,296.90	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
		16,743,884.00	0.00	-	16,743,884.00	15,595,009.93	229,411.62	-	15,824,421.55	94.5%	919,462.45	598,725.93

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 Parking Garage

Job No.: 22-xl006-001

On receipt by the undersigned of a check from Fitzsimons Metropolitan District No. 1 in the sum of \$223,112.31 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 Garage, 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 3/31/2024 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: 4-10-2024

Corporex Development &

Construction Management, LLC

(Company Name)

BY: *Thomas Banta*

Thomas Banta, Chief Real Estate Officer

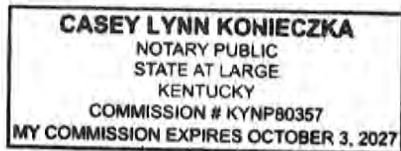
STATE OF Kentucky)

)SS:

COUNTY OF Kenton)

The foregoing instrument was acknowledged before me this 10 day of April, _____ by Thomas Banta as Chief Real Estate Officer on behalf of Corporex Development & Construction Management LLC.

Casey Lynn Konieczka
Notary Public



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	Project: Fitz Promenade	Application Number: 7
Development & Construction Manager: CPX Dev & Construction Mgmt		Application Date: 03/04/24
Contract For: Fitz Promenade		Progress From: 03/01/24
		Progress To: 03/31/24
		Project Number: 22-x1006-003
		Contract Date: 10/10/2023

CONTRACT SUMMARY:

1. Original Contract Amount.....	\$	1,608,262.03
2. Change Orders approved to date.....	\$	-
3. Revised contract amount to date.....	\$	1,608,262.03

STATUS OF ACCOUNT:

4. Value of completed work to date (total from column G on schedule of values).....	\$	1,241,032.65
5. Less <u>5%</u> retained.....	\$	32,778.22
6. Total earned less retained amount.....	\$	1,208,254.43
7. Total amount previously approved (total from column D less retainage).....	\$	1,055,625.26
8. Current Amount Due	\$	152,629.17
9. Balance to Finish (includes Retainage).....	\$	367,229.38

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* Date: 4/6/24
 Thomas Banta, Chief Real Estate Officer

State of: Kentucky
 County of: Kenton
 Subscribed and sworn to before me this 10 day of April, 2024.

Notary Public: *Casey Lynn Konieczka*
 My Commission expires: 10-03-2027



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 \$152,629.17 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 3/31/2024 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: 4-10-2024

Corporex Development &
Construction Management, LLC
(Company Name)

By: *Thomas Banta*

Thomas Banta, Chief Real Estate Officer

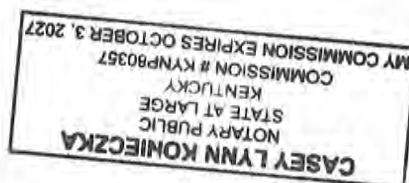
STATE OF: Kentucky

)SS:

COUNTY OF: Kenton

The foregoing instrument was acknowledged before me this 10 day of April, 2024 by Thomas Banta as Chief Real Estate Officer on behalf of Corporex Development & Construction Management LLC.

Casey Lynn Konieczka
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 035041
 Date 02/28/2024

Project **22-028 FITZ VILLAGE WQ-CIVIL**

For Professional Services Through 02/28/2024

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

Labor

Construction Phase Services (T&M)

	Hours	Multiplier	Rate	Billed Amount
Jason D. Carr				
10 Project Management (1 Util=Billable)				
02 Associate Principal/Project Mgr/Project Engineer	2.00		235.00	470.00
<i>Easement coord.</i>				
Ryan J. Humphrey				
30 Engineering (1 Util=Billable)				
06 Design Engineer II	3.50		165.00	577.50
<i>Coordinating signatures and making updates per city comments</i>				
<i>Coordination</i>	1.50		165.00	247.50
<i>overtime</i>	2.50		165.00	412.50
<i>Reviewing emails and as-built reqs</i>	1.00		165.00	165.00
<i>Coord</i>	0.50		165.00	82.50
<i>Pond cert</i>	2.00		165.00	330.00
Subtotal	11.00			1,815.00
Subtotal	11.00			1,815.00
Subtotal	11.00			1,815.00



Fitzsimons Metropolitan District #1
 Project **22-028 FITZ VILLAGE WQ-CIVIL**

Invoice number 035041
 Date 02/28/2024

Labor			
	Phase subtotal	13.00	2,285.00
	Labor subtotal	13.00	2,285.00
			Invoice subtotal 2,285.00
			Invoice adjustment -15.00
			Invoice total 2,270.00

Invoice Summary

Description	Contract Amount	Total Billed	Prior Billed	Current Billed
12-07 CONSTRUCTION PHASE SERVICES (T&M)	5,120.00	5,135.00	2,850.00	2,285.00
OVER MAX	0.00	-15.00	0.00	-15.00
Total	5,120.00	5,120.00	2,850.00	2,270.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
035041	02/28/2024	2,270.00	2,270.00				
	Total	2,270.00	2,270.00	0.00	0.00	0.00	0.00

Stephen Sapp c/o Clifton Larson
 constructionap@corporex.com



SpencerFane®

Phone 816.474.8100
Federal ID # 44-0561981

Fitzsimons Village Met Dist No. 1
c/o CliftonLarsenAllen
Attn: Anna Jones
8390 E. Crescent Pkwy
Suite 300
Greenwood Village, CO 80111

INVOICE NO.: 1271912
INVOICE DATE: 04/04/2024
CLIENT NO.: 5036192
BILL ID: 8370

BILLING SUMMARY

CURRENT INVOICE

Total Legal Fees	4,278.00
Total Disbursements	132.20
Current Total	4,410.20
Outstanding Invoices as of 04/04/2024	4,198.00
TOTAL DUE	8,608.20

Payment Options
ACH/Wire

ABA: 101000695 | Account Number: 9801704451 | SWIFT: UMKCUS44 | Bank Name: UMB Bank, n.a.
Remittance Email: AccountsReceivable@SpencerFane.com

Client/Matter
Check
Credit Card

5036192-0014
Spencer Fane LLP | PO Box 872037 | Kansas City, MO 64187-2037
<https://www.spencerfane.com/online-bill-payment/>



OUTSTANDING INVOICE

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Matter Number</u>	<u>Matter Description</u>	<u>Original Amount</u>	<u>Payments</u>	<u>Balance Due</u>
1264537	03/06/2024	5036192-0001	General District Matters	120.00	0.00	120.00
1264537	03/06/2024	5036192-0004	Minutes	552.00	0.00	552.00
1264537	03/06/2024	5036192-0005	Budgets	48.00	0.00	48.00
1264537	03/06/2024	5036192-0006	Insurance Policies	29.00	0.00	29.00
1264537	03/06/2024	5036192-0014	Directors' Oaths and Bonds	480.00	0.00	480.00
1264537	03/06/2024	5036192-0019	Conflict of Interest	273.00	0.00	273.00
1264537	03/06/2024	5036192-0500	Contracts/Consultants	168.00	0.00	168.00
1264537	03/06/2024	5036192-0600	Contracts/Construction	1,970.00	0.00	1,970.00
1264537	03/06/2024	5036192-0700	Easements	423.00	0.00	423.00
1264537	03/06/2024	5036192-2000	Legislative Matters	87.00	0.00	87.00
1264537	03/06/2024	5036192-2200	Government Laws and Regulations	48.00	0.00	48.00

Outstanding Total \$4,198.00

Payments received after 04/04/2024 are not reflected.



SUMMARY OF INVOICE

FOR PERIOD ENDING 03/31/2024
(SEE DETAIL ATTACHED)

<u>Matter Number</u>	<u>Matter Description</u>	<u>Fees</u>	<u>Discount</u>	<u>Costs</u>	<u>Tax</u>	<u>Total</u>
5036192-0001	General District Matters	808.00	0.00	0.00	0.00	808.00
5036192-0004	Minutes	24.00	0.00	0.00	0.00	24.00
5036192-0005	Budgets	592.00	0.00	123.20	0.00	715.20
5036192-0006	Insurance Policies	120.00	0.00	0.00	0.00	120.00
5036192-0014	Directors' Oaths and Bonds	504.00	0.00	0.00	0.00	504.00
5036192-0019	Conflict of Interest	216.00	0.00	9.00	0.00	225.00
5036192-0300	Contracts/Other Governments	1,008.00	0.00	0.00	0.00	1,008.00
5036192-0600	Contracts/Construction	919.00	0.00	0.00	0.00	919.00
5036192-2000	Legislative Matters	87.00	0.00	0.00	0.00	87.00
	Invoice Total					4,410.20

Current Trust Balance 0.00



Re: File 5036192-0001

General District Matters

Invoice for period ended

03/31/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
03/25/2024	TNG	Conference with management and accounting teams on general district matters.	0.80	376.00
03/25/2024	BWD	Prepare for and attend meeting with District Manager representatives regarding open items on construction and garage work	1.20	432.00
Total Service				<hr/> 808.00

TOTAL FOR FILE 5036192-0001

\$808.00

Re: File 5036192-0004 **Minutes**
Invoice for period ended 03/31/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
03/14/2024	RAN	Communicate with C. Bojewski regarding status of final agenda.	0.10	24.00

Total Service 24.00

TOTAL FOR FILE 5036192-0004 **\$24.00**

Re: File 5036192-0005

Budgets

Invoice for period ended

03/31/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
03/04/2024	RAN	Communicate with C. Bojewski regarding publication of notice of 2023 budget amendment. Transmit notice to the Aurora Sentinel for publication.	0.60	144.00
03/05/2024	RAN	Receive and record ad proof and invoice for Notice of 2023 budget amendment. Transmit invoice to N. Schacht for processing and payment.	0.20	48.00
03/05/2024	NLS	Review invoice for publication of notice of budget hearing and process payment for same; update spreadsheet.	0.20	40.00
03/21/2024	RAN	Research and transmit ad proof at the request of C. Bojewski.	0.20	48.00
03/28/2024	RAN	Prepare budget amendments for 2023 and 2024 for district nos. 2 and 3.	1.30	312.00
Total Service				592.00

FOR DISBURSEMENTS ADVANCED

<u>Date</u>	<u>Description</u>	<u>Amount</u>
03/04/2024	Vendor: Aurora Media Group; Invoice#: 107393; Date: 3/4/2024 - Publicaton of Notice of Budget Hearing	123.20
Total Disbursements:		123.20

TOTAL FOR FILE 5036192-0005 **\$715.20**



Re: File 5036192-0006 Insurance Policies

Invoice for period ended 03/31/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
03/15/2024	RAN	Request 2024 insurance documents. Receive and record. Update district records.	0.50	120.00
Total Service				<hr/> 120.00
TOTAL FOR FILE 5036192-0006				\$120.00



Re: File 5036192-0014

Directors' Oaths and Bonds

Invoice for period ended

03/31/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
03/14/2024	RAN	Communicate and follow-up with K. Hager and S. Schlicht regarding execution of documents. Communicate and follow-up with K. Hager and S. Schlicht regarding execution of Oath, Certificate of Appointment, and COI form.	0.50	120.00
03/15/2024	RAN	Receive and record executed Certificate of Appointment and Oath of Office for K. Hager for district nos. 1 and 2. Request renewed insurance information. Compile and file with the court, DOLA, and clerk and recorder. Update district records. Transmit Oath for district no. 3 for execution.	1.40	336.00
03/20/2024	RAN	Receive and record acceptances from the court for Oath of Office filings.	0.20	48.00
Total Service				<hr/> 504.00
TOTAL FOR FILE 5036192-0014				\$504.00

Re: File 5036192-0019 Conflict of Interest

Invoice for period ended 03/31/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
03/15/2024	RAN	Review General Conflict of Interest Disclosure Form for Director Hager; e-file same with the Secretary of State; update conflicts of interest filing index accordingly; update Directors information sheet. Prepare transactional disclosure packet and e-file same with the Secretary of State on behalf of each Director for the upcoming Board meeting; update conflicts of interest filing index accordingly.	0.90	216.00

Total Service 216.00

FOR DISBURSEMENTS ADVANCED

<u>Date</u>	<u>Description</u>	<u>Amount</u>
03/07/2024	Vendor: Colorado Secretary of State; Invoice#: GRH65405-FEBUARY2024; Date: 3/7/2024 - Account: GRH65405 - Month of FEBUARY 2024	3.00
03/07/2024	Vendor: Colorado Secretary of State; Invoice#: GRH65405-FEBUARY2024; Date: 3/7/2024 - Account: GRH65405 - Month of FEBUARY 2024	3.00
03/07/2024	Vendor: Colorado Secretary of State; Invoice#: GRH65405-FEBUARY2024; Date: 3/7/2024 - Account: GRH65405 - Month of FEBUARY 2024	3.00

Total Disbursements: 9.00

TOTAL FOR FILE 5036192-0019 \$225.00



Re: File 5036192-0300 **Contracts/Other Governments**

Invoice for period ended 03/31/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
03/27/2024	BWD	Phone call with A. Jones regarding parking lot contracts; review draft contracts received; meeting with Corprex regarding parking agreements and next steps; prepare redlines to draft Express	2.80	1,008.00
Total Service				<hr/> 1,008.00
TOTAL FOR FILE 5036192-0300				\$1,008.00

Re: File 5036192-0600

Contracts/Construction

Invoice for period ended

03/31/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
03/05/2024	TNG	Review and confer on revised Change Order No. 2.	0.30	141.00
03/08/2024	TNG	Review revisions to Change Order No. 2; emails with T. Banta.	0.20	94.00
03/08/2024	BWD	Review Change Order and Exhibit for costs; review prior District meetings to confirm prior approval of amounts; communicate with T. George regarding same	1.10	396.00
03/12/2024	BWD	Review file for information related to JHL contract and determine presence of JHL subcontract with Corprex; communicate with District Manager regarding same	0.80	288.00
Total Service				<hr/> 919.00
TOTAL FOR FILE 5036192-0600				\$919.00



Re: File 5036192-2000 **Legislative Matters**

Invoice for period ended 03/31/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
03/12/2024	MMO	Track and review proposed legislation; analyze potential impact to district; summarize same for lead attorney as applicable.	0.30	87.00
Total Service				<hr/> 87.00
TOTAL FOR FILE 5036192-2000				\$87.00

04/04/2024
CLIENT NO: 5036192
Fitzsimons Village Met Dist No. 1



TIME AND FEE SUMMARY

<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>	<u>Standard Rate</u>
Melissa M. Oakes	290.00	0.30	87.00	315.00
Totals		0.30	87.00	



Phone 816.474.8100
Federal ID # 44-0561981

Fitzsimons Village Met Dist No. 1
c/o CliftonLarsenAllen
Attn: Anna Jones
8390 E. Crescent Pkwy
Suite 300
Greenwood Village, CO 80111

INVOICE NO.: 1264537
INVOICE DATE: 03/06/2024
CLIENT NO.: 5036192
BILL ID: 8370

BILLING SUMMARY

CURRENT INVOICE

Total Legal Fees	4,189.00
Total Disbursements	9.00
Current Total	4,198.00
Outstanding Invoices as of 03/06/2024	1,828.00
TOTAL DUE	6,026.00

Payment Options ACH/Wire

ABA: 101000695 | Account Number: 9801704451 | SWIFT: UMKCUS44 | Bank Name: UMB Bank, n.a.
Remittance Email: AccountsReceivable@SpencerFane.com

Client/Matter Check Credit Card

5036192-0700
Spencer Fane LLP | PO Box 872037 | Kansas City, MO 64187-2037
<https://www.spencerfane.com/online-bill-payment/>



OUTSTANDING INVOICE

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Matter Number</u>	<u>Matter Description</u>	<u>Original Amount</u>	<u>Payments</u>	<u>Balance Due</u>
1256094	02/06/2024	5036192-0004	Minutes	286.00	0.00	286.00
1256094	02/06/2024	5036192-0005	Budgets	658.00	0.00	658.00
1256094	02/06/2024	5036192-0014	Directors' Oaths and Bonds	744.00	0.00	744.00
1256094	02/06/2024	5036192-0019	Conflict of Interest	92.00	0.00	92.00
1256094	02/06/2024	5036192-2200	Government Laws and Regulations	48.00	0.00	48.00
					Outstanding Total	\$1,828.00

Payments received after 03/06/2024 are not reflected.



SUMMARY OF INVOICE

FOR PERIOD ENDING 02/29/2024
 (SEE DETAIL ATTACHED)

<u>Matter Number</u>	<u>Matter Description</u>	<u>Fees</u>	<u>Discount</u>	<u>Costs</u>	<u>Tax</u>	<u>Total</u>
5036192-0001	General District Matters	120.00	0.00	0.00	0.00	120.00
5036192-0004	Minutes	552.00	0.00	0.00	0.00	552.00
5036192-0005	Budgets	48.00	0.00	0.00	0.00	48.00
5036192-0006	Insurance Policies	29.00	0.00	0.00	0.00	29.00
5036192-0014	Directors' Oaths and Bonds	480.00	0.00	0.00	0.00	480.00
5036192-0019	Conflict of Interest	264.00	0.00	9.00	0.00	273.00
5036192-0500	Contracts/Consultants	168.00	0.00	0.00	0.00	168.00
5036192-0600	Contracts/Construction	1,970.00	0.00	0.00	0.00	1,970.00
5036192-0700	Easements	423.00	0.00	0.00	0.00	423.00
5036192-2000	Legislative Matters	87.00	0.00	0.00	0.00	87.00
5036192-2200	Government Laws and Regulations	48.00	0.00	0.00	0.00	48.00
	Invoice Total					4,198.00

Current Trust Balance 0.00



Re: File 5036192-0001

General District Matters

Invoice for period ended

02/29/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
02/08/2024	RAN	Research for contracts with JE Dunn per N. Herschberg.	0.20	48.00
02/19/2024	BWD	Communicate with N. Carlson regarding disclosure requirements for districts	0.20	72.00
Total Service				<hr/> 120.00

TOTAL FOR FILE 5036192-0001

\$120.00

Re: File 5036192-0004

Minutes

Invoice for period ended

02/29/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
02/15/2024	RAN	Communicate with A. Heidt regarding status of final agenda.	0.30	72.00
02/16/2024	RAN	Receive and record meeting packet for upcoming February meeting.	0.10	24.00
02/21/2024	BWD	Attend monthly board meeting	0.60	216.00
02/26/2024	RAN	Receive and review draft minutes.	0.80	192.00
02/29/2024	RAN	Communicate with B. Desmond regarding revised minutes from February 21, 2024. Transmit to C. Bojewski.	0.20	48.00
Total Service				<hr/> 552.00
TOTAL FOR FILE 5036192-0004				\$552.00

03/06/2024
CLIENT NO: 5036192
Fitzsimons Village Met Dist No. 1



Re: File 5036192-0005

Budgets

Invoice for period ended

02/29/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
02/06/2024	RAN	Receive and record acceptances from DOLA for 2024 budget filings for district nos. 1-3.	0.20	48.00
Total Service				<hr/> 48.00
TOTAL FOR FILE 5036192-0005				\$48.00

03/06/2024
CLIENT NO: 5036192
Fitzsimons Village Met Dist No. 1



Re: File 5036192-0006 Insurance Policies

Invoice for period ended 02/29/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
02/13/2024	MMO	Review and process 2024 SDA membership renewal.	0.10	29.00

Total Service 29.00

TOTAL FOR FILE 5036192-0006 **\$29.00**



Re: File 5036192-0014

Directors' Oaths and Bonds

Invoice for period ended

02/29/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
02/16/2024	RAN	Update district records to include DOLA for directors. Communicate the same to N. Herschberg and C. Bojewski for records.	0.30	72.00
02/21/2024	RAN	Research and communicate with N. Herschberg and C. Bojewski the Director terms and necessary election needed in 2025.	0.70	168.00
02/22/2024	RAN	Communicate with B. Desmond regarding coordination for execution of Oath of Office and Certificate of Appointment. Revise Oath of Offices. Communicate with N. Herschberg for contact information on K. Hager. Transmit both for execution via email.	0.90	216.00
02/26/2024	RAN	Communicate with C. Bojewski regarding website posting.	0.10	24.00
Total Service				<hr/> 480.00
TOTAL FOR FILE 5036192-0014				\$480.00



Re: File 5036192-0019 Conflict of Interest

Invoice for period ended 02/29/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
02/16/2024	RAN	Prepare transactional disclosure packet and e-file same with the Secretary of State on behalf of each Director for the upcoming Board meeting; update conflicts of interest filing index accordingly.	0.70	168.00
02/22/2024	RAN	Prepare conflict of interest for K. Hager. Transmit via email for execution.	0.40	96.00
Total Service				264.00

FOR DISBURSEMENTS ADVANCED

<u>Date</u>	<u>Description</u>	<u>Amount</u>
02/07/2024	Vendor: Colorado Secretary of State; Invoice#: GRH65405-JANUARY2024; Date: 2/7/2024 - Account: GRH65405 - Month of JANUARY 2024	3.00
02/07/2024	Vendor: Colorado Secretary of State; Invoice#: GRH65405-JANUARY2024; Date: 2/7/2024 - Account: GRH65405 - Month of JANUARY 2024	3.00
02/07/2024	Vendor: Colorado Secretary of State; Invoice#: GRH65405-JANUARY2024; Date: 2/7/2024 - Account: GRH65405 - Month of JANUARY 2024	3.00
Total Disbursements:		9.00

TOTAL FOR FILE 5036192-0019 \$273.00



Re: File 5036192-0500

Contracts/Consultants

Invoice for period ended

02/29/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
02/23/2024	RAN	Communicate with C. Bojewski regarding change order no. 2 with Corporex Development & Construction Management LLC for the details on amount. Communicate with B. Desmond for the same. Research.	0.70	168.00

Total Service

168.00

TOTAL FOR FILE 5036192-0500

\$168.00



Re: File 5036192-0600

Contracts/Construction

Invoice for period ended

02/29/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
02/06/2024	TNG	Emails regarding status of construction projects.	0.30	141.00
02/07/2024	TNG	Conference with CLA regarding construction projects; review construction contracts.	1.10	517.00
02/07/2024	BWD	Phone call with CLA regarding parking garage	0.60	216.00
02/07/2024	BWD	Communicate with T. George regarding JE Dunn contracts; begin review of file for subcontracts with JE Dunn on street and storm sewer projects	0.60	216.00
02/09/2024	TNG	Review construction contract and change order nos. 1 and 2; emails with T. Banta regarding Promenade Park; review prior board approvals and minutes.	0.80	376.00
02/09/2024	BWD	Continue review of file for information related to JE Dunn Contract and Change Orders	1.10	396.00
02/29/2024	BWD	Receive and review Change Order No. 2 for promenade and bay saver work	0.30	108.00
Total Service				<hr/> 1,970.00

TOTAL FOR FILE 5036192-0600

\$1,970.00

Re: File 5036192-0700

Easements

Invoice for period ended

02/29/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
02/23/2024	TNG	Review easement language and emails.	0.20	94.00
02/27/2024	TNG	Phone and emails with T. Banta.	0.40	188.00
02/28/2024	TNG	Emails regarding utility easement through Promenade Park.	0.30	141.00
Total Service				<hr/> 423.00

TOTAL FOR FILE 5036192-0700

\$423.00



Re: File 5036192-2000

Legislative Matters

Invoice for period ended

02/29/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
02/27/2024	MMO	Track and review proposed legislation; analyze potential impact to district; summarize same for lead attorney as applicable.	0.30	87.00
Total Service				<hr/> 87.00
TOTAL FOR FILE 5036192-2000				\$87.00



Re: File 5036192-2200 **Government Laws and Regulations**

Invoice for period ended 02/29/2024

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
02/27/2024	RAN	Receive and record acceptances from DOLA for 2024 transparency notice.	0.20	48.00
Total Service				<hr/> 48.00
TOTAL FOR FILE 5036192-2200				\$48.00

TIME AND FEES SUMMARY

<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>	<u>Standard Rate</u>
Thomas N. George	470.00	3.10	1,457.00	600.00
Brenden W. Desmond	360.00	3.40	1,224.00	560.00
Melissa M. Oakes	290.00	0.40	116.00	315.00
Roberta A. Navant	240.00	5.80	1,392.00	315.00
Totals		12.70	4,189.00	

**FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1
(IN THE CITY OF AURORA)
ARAPAHOE COUNTY, COLORADO**

Draw Request No. 21

\$380,900.48

The following draw request is being made pursuant to the Project Funding Agreement dated November 1, 2021 by and between Fitzsimons Village Metropolitan District No. 1 and Fitzsimons Village Metropolitan District No. 3.

The undersigned District Representative hereby makes a draw request and in support thereof states:

1. The amount to be paid or reimbursed pursuant hereto is \$380,900.48.
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 Metropolitan District No. 1
3. Payment is due to the above person for (describe nature of the obligation): Pay Application No. 22 Fitz Garage, Pay Application No. 7 Fitz Promenade to Corporex Development & Construction Management LLC, SA Miro invoice 035041 and Spencer Fane invoices 1264537 and 1271912..
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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____,
20____.

Suzanne Schlicht, as District Representative

By _____
Name Suzanne Schlicht _____
Title President _____

EXHIBIT B**FORM OF TAXABLE PROJECT FUND REQUISITION****\$7,875,000****FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3****(IN THE CITY OF AURORA)****ARAPAHOE COUNTY, COLORADO****TAXABLE PARKING/LIMITED TAX GENERAL OBLIGATION AND SPECIAL****REVENUE BONDS****SERIES 2021A-2**Requisition No. 16

The above captioned bonds were issued pursuant to an Indenture of Trust, dated as of 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 Taxable 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 Taxable 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 \$223,112.31.
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 & Construction Management LLC
3. Payment is due to the above person for (describe nature of the obligation): Fitz Garage Pay App No. 22
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 Taxable 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 Taxable Project Fund pursuant to this Taxable Project Fund Requisition, on behalf of the District, the undersigned District Representative or District President or District Treasurer hereby: (a) certifies that the District has reviewed the wire instructions set forth in this Taxable 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 Taxable Project Fund in accordance with this Taxable 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 Taxable 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 TAXABLE PROJECT FUND REQUISITION****\$7,875,000****FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3****(IN THE CITY OF AURORA)****ARAPAHOE COUNTY, COLORADO****TAXABLE PARKING/LIMITED TAX GENERAL OBLIGATION AND SPECIAL
REVENUE BONDS
SERIES 2021A-2**Requisition No. 17

The above captioned bonds were issued pursuant to an Indenture of Trust, dated as of 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 Taxable 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 Taxable 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 \$152,629.17.
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 & Construction Management LLC
3. Payment is due to the above person for (describe nature of the obligation): Fitz Promenade Pay App No. 7
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 Taxable 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 Taxable Project Fund pursuant to this Taxable Project Fund Requisition, on behalf of the District, the undersigned District Representative or District President or District Treasurer hereby: (a) certifies that the District has reviewed the wire instructions set forth in this Taxable 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 Taxable Project Fund in accordance with this Taxable 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 Taxable 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 TAXABLE PROJECT FUND REQUISITION****\$7,875,000****FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3****(IN THE CITY OF AURORA)****ARAPAHOE COUNTY, COLORADO****TAXABLE PARKING/LIMITED TAX GENERAL OBLIGATION AND SPECIAL
REVENUE BONDS
SERIES 2021A-2**Requisition No. 18

The above captioned bonds were issued pursuant to an Indenture of Trust, dated as of 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 Taxable 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 Taxable 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 \$2,270.00.
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 80111
3. Payment is due to the above person for (describe nature of the obligation): _____
Invoice No. 035041
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 Taxable 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 Taxable Project Fund pursuant to this Taxable Project Fund Requisition, on behalf of the District, the undersigned District Representative or District President or District Treasurer hereby: (a) certifies that the District has reviewed the wire instructions set forth in this Taxable 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 Taxable Project Fund in accordance with this Taxable 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 Taxable 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 TAXABLE PROJECT FUND REQUISITION****\$7,875,000****FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 3****(IN THE CITY OF AURORA)****ARAPAHOE COUNTY, COLORADO****TAXABLE PARKING/LIMITED TAX GENERAL OBLIGATION AND SPECIAL
REVENUE BONDS
SERIES 2021A-2**Requisition No. 19

The above captioned bonds were issued pursuant to an Indenture of Trust, dated as of 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 Taxable 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 Taxable 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 \$2,889.00.
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
3. Payment is due to the above person for (describe nature of the obligation): Spencer Fane Invoices 1264537 and 1271912
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 Taxable 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 Taxable Project Fund pursuant to this Taxable Project Fund Requisition, on behalf of the District, the undersigned District Representative or District President or District Treasurer hereby: (a) certifies that the District has reviewed the wire instructions set forth in this Taxable 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 Taxable Project Fund in accordance with this Taxable 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 Taxable 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 _____

**THE FOLLOWING ARE POST PACKET ITEMS:
ITEMS THAT WERE DISTRIBUTED AT THE MEETING
AND NOT IN THE ORIGINAL PACKET**

AGREEMENT FOR PARKING SERVICES
(Fitzsimons Village Metropolitan District No. 1)

THIS AGREEMENT FOR PARKING SERVICES (this “Agreement”) is entered into and effective the ___ day of _____, 2024 (the “Effective Date”), by and between FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the state of Colorado (“District”), and FISHER PARKING & SECURITY, INC., a Missouri corporation (“Contractor”) (District and Contractor may be referred to herein individually as a “Party,” and collectively as the “Parties”), to set forth the Parties’ mutual understandings and agreements.

RECITALS

WHEREAS, District desires to engage the services of Contractor in accordance with the terms and conditions of this Agreement; and

WHEREAS, Contractor is specially trained and possesses certain skills, experience, and competency to perform those services as hereinafter set forth, and Contractor is able and willing to provide such services under the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE in consideration of the compensation to be paid hereunder and the mutual agreements set forth herein, the Parties agree as follows:

1. PERFORMANCE OF SERVICES. District does hereby engage the Contractor to perform and provide the Parking services for the District hereinafter set forth, and Contractor does hereby agree to perform such services in accordance with the terms and conditions hereof. Contractor shall provide at its sole cost and expense all materials, equipment and personnel required to perform its services under and pursuant to this Agreement.

2. EXHIBITS TO AGREEMENT. The following exhibits (the “Exhibits”) are attached to this Agreement, and the provisions of the following Exhibits are expressly incorporated into this Agreement and thus made an integral part hereof:

Exhibit A: Expresslane Service Agreement with the exception of the general Terms & Conditions and the Commercial Terms in effect at the effective date of this Agreement, which in the event of any conflict or inconsistency between the text of this Agreement and the Exhibits, the text of this Agreement shall control.

3. SCOPE OF SERVICES. Contractor shall provide those services described and set forth on the Exhibits in the manner and to the extent described in the Exhibits and this Agreement (the “Work”). The Parties agree that to the extent the Exhibits do not contain all necessary details and information regarding the Work, Contractor will take direction from the District

Representative (as defined herein) and will not perform any services contrary to or in excess of the District Representative's direction.

4. TERM OF AGREEMENT. The term of this Agreement shall begin on the Effective Date of this Agreement first set forth above and as set out by Exhibit A subject to annual appropriation by the District. The District does not intend by this Agreement to create a multiple-fiscal year direct or indirect debt or other financial obligation within the means of any Colorado provision or statutory limitation. The Agreement may be also extended at any time upon mutual written agreement of the Parties.

5. COMPENSATION; COMPLETION OF WORK. As compensation for the services to be performed by Contractor hereunder, District agrees to pay Contractor for the Work performed consistent with this Agreement and Exhibit A unless otherwise agreed in writing by the Parties. With the exception of the User Transaction Fee billed to each customer, unless otherwise agreed by the Parties, Contractor shall provide invoices to the District on a monthly basis no later than the 5th day of each month for the Work performed in the preceding month, describing the Work underlying such invoices in reasonable detail. The District will make payments or provide reasonable objection(s) to all or any portion of the Work claimed to have been provided in each invoice within thirty (30) days of receipt of such invoice. If the District objects to only a portion of the Work claimed to have been completed, the District shall pay the amount not in dispute. In the event the District objects to payment of all or any portion of an invoice submitted by Contractor, the District shall reasonably describe the deficiency of the subject Work, and Contractor shall use its best efforts to make any changes or take any action necessary to correct any such deficiencies. In the event that material deficiencies are not corrected, the District shall be entitled to terminate this Agreement and shall be released from any further obligations to provide any additional compensation to be paid to Contractor in accordance herewith.

In addition, when so directed by the District Representative in writing, the Contractor may perform additional Work and be compensated on a time and materials basis at the applicable rates set forth in the Exhibits or as otherwise agreed upon in writing by the Parties. Upon completion of any such additional Work, Contractor shall include the additional Work in its monthly invoices or submit an invoice to the District detailing the additional Work completed, as appropriate. Additional work performed without prior written authorization of the District Representative will not be compensated.

6. COORDINATION WITH DISTRICT. The District hereby identifies **Anna Jones, the District's Manager**, or her designee, as the District's representative for the purposes of this Agreement (the "District Representative") and authorizes the District Representative to act on behalf of the District in directing, supervising, modifying as necessary, and accepting the services to be performed by Contractor hereunder. The District Representative shall have the authority to make service- or Agreement-related decisions that do not require approval from the Board of Directors of the District.

7. LIABILITY; INSURANCE. Contractor hereby assumes the entire responsibility and liability for any and all damage and injury due to any negligent act, omission or willful

misconduct of Contractor of any kind or nature whatsoever occurring during the term of this Agreement to all persons, whether employees or otherwise, and to all property occurring in connection with Contractor's performance of this Agreement and agrees to fully defend and indemnify the District and its directors, officers and employees against all claims made based upon any and all loss, expense (including legal fees and disbursements), damage, or injury growing out of, resulting from, or occurring in connection with any negligent act, omission or willful misconduct of Contractor in Contractor's performance of this Agreement. The Parties agree that Contractor that this provision does not apply to acts, omissions, or willful conduct of any individual not associated with the Contractor.

Contractor shall at all times during the term of this Agreement carry and maintain in full force at Contractor's expense insurance that meets or exceeds the insurance coverages shown below:

- A. Workers' Compensation Insurance as required by State of Colorado law.
- B. Comprehensive Commercial General Liability Insurance with minimum coverage limits of liability of \$1,000,000 general aggregate and \$1,000,000 each occurrence.
- C. Motor Vehicle Liability Insurance as required by State of Colorado law.

The District shall be added as an Additional Insured on the Contractor's Comprehensive Commercial General Liability policy. The Contractor's policy shall be primary to any other insurance policies held by the District or any other additional insured, and no other insurance of the District will be called on to contribute to a loss. In the event any work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by the subcontractor, which liability is not covered by the subcontractor's insurance. If requested by the District, Contractor shall, prior to commencement of Work, provide the District with certificates of insurance evidencing the policies listed above, which certificates shall state that the District is named as an additional insured for all general liability insurance and shall contain a statement that the policies certified shall not be cancelled nor materially modified without 10 days' prior written notice to the District.

8. STANDARD OF PERFORMANCE; WARRANTY. Contractor shall perform the Work in a good and workmanlike manner, consistent with or in excess of industry standards and in full compliance with all applicable laws and/or regulations, whether federal, state or local. Contractor shall not perform any Work hereunder unless all applicable regulations are met. Contractor shall keep the work premises and adjoining ways free of waste materials and rubbish caused by the work and remove such waste on termination of the Work, as applicable.

9. GOOD FAITH AND FAIR DEALING. Without limiting any rights or obligations as specifically set forth herein, the Parties agree to act in good faith and deal fairly with one another pursuant to this Agreement.

10. INDEPENDENT CONTRACTOR. Contractor, for all purposes arising out of this Agreement, is an independent contractor and shall not be deemed an employee of District.

11. TERMINATION. Either Party may, upon thirty (30) days' notice, terminate this Agreement for convenience. If such termination occurs, Contractor shall be entitled to be compensated for all Work performed to the date of termination.

District shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event of any default by Contractor. It shall be considered a default by Contractor whenever Contractor shall:

- a. disregard or violate important provisions of the Agreement or instructions of the District Representative, or fail to prosecute the Work according to the agreed-upon schedule of completion, including extensions thereof, if any; and/or
- b. fail to provide a qualified representative, competent workmen or subcontractors, or proper materials for the Work, or fail to make prompt payment therefore.

12. NOTICE. 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 Agreement 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 tele copied 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:

Contractor: Fisher Parking & Security, Inc.
13014 NE 116th Street
Kearney, MO 64060
Attn: Janean O'Brien Johnson
Phone: (816) 630-2730
Email: hello@gatelessparking.com

District: Fitzsimons Village Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
Attn: Anna Jones
8390 E. Crescent Parkway, Suite 300

Greenwood Village, CO 80111
Phone: (303) 779-5710
Email: anna.jones@claconnect.com
With a copy to the District's Legal Counsel:

Fitzsimons Village Metropolitan District No. 1
c/o Spencer Fane LLP
Attn: Brenden Desmond
1700 Lincoln Street, Suite 2000
Email: tgeorge@spencerfane.com
Phone: (303) 839-3800

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.

13. DEFAULT/REMEDIES. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, provided the Parties waive any claims against each other for consequential damages arising out of or relating to this Agreement, including, but not limited to, special, incidental, consequential, or punitive damages of any kind arising out of or related to the performance or non-performance of the Agreement, and regardless of whether such losses, damages or liability arises from breach of contract or warranty, tort (including negligence), strict liability or otherwise.

14. WAIVER. The waiver of any breach, or alleged breach, of this Agreement by either Party hereto shall not constitute a continuing waiver of any subsequent breach by said Party of the same or any other provision of this Agreement.

15. COLORADO OPEN RECORDS ACT. Contractor expressly recognizes that the District is a political subdivision of the State of Colorado and is subject to the provisions of the Colorado Open Records Act, Section 24-72-201, et seq., C.R.S. The District agrees to protect confidential, proprietary, trademark, copyrighted and otherwise protected materials of the Contractor, as applicable, but only to the extent such protection does not conflict with the Colorado Open Records Act and District's obligations thereunder.

16. DISCLOSURE: During the performance of the Work and for all time subsequent to completion of the Work, the Contractor agrees to treat as confidential and not to use or disclose to anyone, except as required in the performance of this Agreement or by law, or as otherwise authorized in writing by the District, any and all information given to the Contractor by the District, or by the Contractor to the District, or which is developed by the Contractor as a result of the performance of this Agreement. This provision shall survive termination of the Agreement.

17. FORCE MAJEURE. Neither Party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of, any delay or failure in performance by such Party under this Agreement to the extent such delay or failure is due to any cause or condition beyond such Party's reasonable control. Each Party shall exercise reasonable diligence

to overcome the cause of such delay; provided, however, that to the extent the cause of such delay arises from any breach of, or failure by the other Party to perform any of its obligations under this Agreement, the costs and expenses incurred by the Party that has delayed or failed in its performance under this Agreement to overcome the cause of such delay shall be for the account of such other Party.

18. ASSIGNMENTS. Contractor agrees that it shall not assign this Agreement, or any of the amounts due it, or to become due hereunder, nor subcontract any portion of the Work without first obtaining written consent of the District. Any such assignment or subcontract without the District's consent shall be void *ab initio*.

19. APPROPRIATION/NO LIENS. Contractor acknowledges and agrees that District is a political subdivision of the State of Colorado and, as such, (1) any and all financial obligations of District under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the District's Board of Directors for the purposes of the Agreement, and (2) neither the Contractor nor any of the Contractor's subcontractors shall have lien rights against the District or against any property of the District in the event of nonpayment of any amount due under this Agreement or for any other reason. Provided, however, the District hereby affirms that it has appropriated sufficient funds to meet its financial obligations as set forth in this Agreement.

20. CONTRACTOR'S OBLIGATIONS. Contractor shall pay, at no expense to the District, all contributions, taxes or premiums which may be payable under Federal or State Unemployment Insurance Law or the Federal Social Security Act. The District is exempt from sales and use taxes. It is Contractor's responsibility to obtain and use the sales tax exemption number of District to the extent appropriate and applicable. District shall not reimburse Contractor for sales or use taxes erroneously paid.

21. SAFETY. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with any Work performed hereunder and shall comply with all applicable laws, ordinances, rules and regulations and orders of any public body having jurisdiction for the safety or persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection.

22. COVID-19 SAFETY. In addition to its other responsibilities as set forth in the Agreement, Contractor shall be responsible for Contractor's and any subcontractor's compliance in performing the services set forth in this Agreement with any and all applicable local, state and federal laws, rules, regulations, orders, ordinances, guidelines, recommendations and/or other directives related to the Coronavirus Disease 2019 (COVID-19), as any of the same may be amended or updated from time to time.

23. GOVERNMENTAL IMMUNITY. No term or condition of this Agreement shall be construed or interpreted as a waiver by the District, express or implied, of any of the notice requirements, immunities, limitations to liability, rights, benefits, protections, or other provisions

under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or under any other law.

24. 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 Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

25. ENTIRE AGREEMENT, AMENDMENT AND BINDING EFFECT. This Agreement contains the entire agreement between the Parties regarding the Work, and supersedes and replaces any and all prior and contemporaneous written and oral agreements, promises, representations, or conditions with respect thereto. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both Parties hereto. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto, and upon their respective successors in interest and permitted assigns, except as otherwise herein expressly provided.

26. ATTORNEY FEES. If any Party breaches this Agreement, the breaching Party shall pay all of the non-breaching Party's reasonable attorneys' fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.

27. GOVERNING LAW. The Parties agree that Colorado law shall apply to this agreement and that any dispute shall be tried and heard in the District Court in and for Arapahoe County, Colorado.

28. COUNTERPARTS. This Agreement 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 Agreement may be executed and delivered electronically 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.

29. THIRD-PARTY BENEFICIARIES. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person or entity other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions hereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Contractor shall be for the sole and exclusive benefit of the District or the Contractor. It is the express intention of the Parties that any person other than the Parties shall be deemed to be an incidental beneficiary only.

30. HEADINGS. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

CONTRACTOR:

FISHER PARKING & SECURITY, INC.

Signature: _____

Name: _____

Title: _____

DISTRICT:

FITZSIMONS VILLAGE METROPOLITAN DISTRICT NO. 1

Signature: _____

Name: _____

Title: _____

EXHIBIT A
Expresslane Service Agreement