

## CITYSET METROPOLITAN DISTRICT NO. 2

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 • 800-741-3254  
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### NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Navin Dimond	President	2022/May 2022
Aly-Khan Merali	Treasurer	2022/May 2022
Jason Gaede	Assistant Secretary	2022/May 2022
William G. Martinic	Assistant Secretary	2023/May 2022
Ashley Dimond	Assistant Secretary	2023/May 2022
David Solin	Secretary	

DATE: November 17, 2021 (Wednesday)

TIME: 9:30 A.M.

PLACE: DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY CONFERENCE CALL WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON. **IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE CALL IN TO THE CONFERENCE BRIDGE AT 1-877-250-3814 AND WHEN PROMPTED, DIAL IN THE PASSCODE OF 5592663.**

#### I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of potential conflicts of interest and confirm quorum.

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

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- C. Review and approve the Minutes of the June 16, 2021 Special Meeting (enclosure).

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- D. Discuss business to be conducted in 2022 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates (suggested at 9:30 a.m. on the dates of June 15<sup>th</sup> and November 16<sup>th</sup>) and consider adoption of Resolution No. 2021-11-01 Establishing Regular Meeting Dates, Time, Location, Establishing District Website and Designating Location for Posting 24-Hour Notices (enclosure).

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E. Discuss §32-1-809, C.R.S.–2021 Transparency Notice reporting requirements and mode of eligible elector notification (Transparency Notice was posted on the SDA’s website in 2021).

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F. Discuss status of District website.

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II. PUBLIC COMMENT

A. \_\_\_\_\_

II. FINANCIAL MATTERS

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

<b>Fund</b>	Period Ending June 22, 2021	Period Ending July 15, 2021	Period Ending Aug. 27, 2021	Period Ending Sept. 28, 2021
General	\$ 39,695.45	\$ 34,121.58	\$ 18,583.01	\$ 8,021.75
Debt Service	\$ -0-	\$ 105,240.06	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total Claims</b>	<b>\$ 39,695.45</b>	<b>\$ 139,361.64</b>	<b>\$ 18,583.01</b>	<b>\$ 8,021.75</b>

<b>Fund</b>	Period Ending Oct. 21, 2021
General	\$ 5,698.93
Debt Service	\$ -0-
Capital Projects	\$ -0-
<b>Total Claims</b>	<b>\$ 5,698.93</b>

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

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C. Authorize all Board members to be signers on the account(s), with all checks requiring two signatures.

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D. Consider engagement of Haynie & Company to perform the 2021 Audit for an amount not to exceed \$6,600 (enclosure).

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{00915979.DOCX v:2 }\*As used herein, the term "Developer" means any and/or all of the following entities: Cherry Creek Lodging, LLC; Stonebridge Realty Advisors, Inc.; Sonley Lodging, LLC; Sonley Retail, LLC; Dimond Holdings LLC; and Group Four Holdings, LLC

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

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- F. Conduct Public Hearing on the proposed 2022 Budget and consider adoption of Resolutions to Adopt the 2022 Budget and Appropriate Sums of Money and Set Mill Levies for General Fund \_\_\_\_\_, Debt Service Fund \_\_\_\_\_, and Other Fund(s) \_\_\_\_\_ for a total mill levy of \_\_\_\_\_ (enclosures – Final Assessed Valuation, Resolutions and draft 2022 Budget).

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

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- H. Consider appointment of District Accountant to prepare the 2023 Budget and set date for public hearing to adopt the 2023 Budget (\_\_\_\_\_, 2022).

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### III. LEGAL MATTERS

- A. Discuss 2021 Developer advance, the potential need for 2022 Developer advance and consider approval of an amendment to the Operation Funding Agreement with Stonebridge Realty Advisors, Inc., if necessary.

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

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### IV. PROJECTS – OPERATIONS/MAINTENANCE/CAPITAL REPAIRS

- A. Discuss landscape and maintenance matters.

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- B. Consider approval of Landscape Services Agreement between the District and Brightview Landscape Services, Inc. (enclosure).  
\_\_\_\_\_
- C. Consider approval of proposal from Brightview Landscape Services, Inc. for 2021-2022 snow removal (enclosure).  
\_\_\_\_\_
- D. Ratify approval of Agreement with Rentokil North America, Inc., d/b/a Ambius (“Ambius”) for 2021 Holiday Lighting (enclosure).  
\_\_\_\_\_
1. Ratify approval of Change Order No. 1 to Agreement with from Ambius for 2022 Holiday Lighting (enclosure).  
\_\_\_\_\_

V. OTHER MATTERS

A. \_\_\_\_\_

VI. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED IN 2021.**

Informational Enclosure:

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

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE CITYSET METROPOLITAN DISTRICT NO. 2 HELD JUNE 16, 2021

A Special Meeting of the Board of Directors (hereinafter referred to as the “Board”) of CitySet Metropolitan District No. 2 (hereinafter referred to as the “District”) was held on Thursday, June 16, 2021, at 9:30 a.m. Due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board Meeting was held by conference call without any individuals (neither district representatives nor the general public) attending in person. The meeting was open to the public.

#### ATTENDANCE

##### Directors In Attendance Were:

Navin Dimond  
William G. Martinic  
Aly-Khan Merali  
Ashley Dimond  
Jason Gaede

##### Also In Attendance Were:

David Solin; Special District Management Services, Inc.

Paula Williams, Esq.; McGeady Becher P.C.

Kimberly Johanns; Simmons & Wheeler, P.C.

Howard Pollack; Stonebridge Companies (“SBCO”)

Ty Holman and Yashu Gou; Haynie & Company

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

**Disclosure of Potential Conflicts of Interest:** The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. Mr. Solin noted that a quorum was present and requested members of the Board 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 Board members prior to this meeting in accordance with the statute. Attorney Williams noted that all Directors’ Disclosure Statements had been filed by the statutory deadline.

## RECORD OF PROCEEDINGS

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**ADMINISTRATIVE MATTERS**

**Agenda:** The Board reviewed the proposed Agenda for the District’s Special Meeting.

Following discussion, upon motion duly made by Director N. Dimond, seconded by Director Martinic and, upon vote, unanimously carried, the Agenda was approved, as presented.

**Approval of Meeting Location:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board Meeting.

Following discussion, upon motion duly made by Director N. Dimond, seconded by Director Martinic and, upon vote, unanimously carried, the Board determined that due to concerns regarding the spread of COVID-19 and the spread of the virus by limiting in-person contact, the District Board meeting was held and properly noticed to be held via teleconference. The Board further noted that notice providing the conference bridge information was duly posted and that it had not received any objections or any requests that the means of hosting the meeting be changed by tax paying electors within the District’s boundaries.

**Minutes:** The Board reviewed the Minutes of the March 11, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Martinic, seconded by Director Gaede and, upon vote, unanimously carried, the Minutes of the March 11, 2021 Special Meeting were approved, as presented.

**PUBLIC COMMENT**

There was no public comment.

**FINANCIAL MATTERS**

**Claims:** The Board reviewed and considered ratifying approval of payment of claims for the periods ending as follows:

<b>Fund</b>	Period Ending March 26, 2021	Period Ending April 23, 2021	Period Ending May 25, 2021	Period Ending May 17, 2021 Special Check
General	\$ 26,992.42	\$ 30,240.66	\$ 41,820.77	\$ -0-
Debt Service	\$ -0-	\$ 117,865.00	\$ -0-	\$ 219,000.00
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total Claims</b>	<b>\$ 26,992.42</b>	<b>\$ 148,105.66</b>	<b>\$ 41,820.77</b>	<b>\$ 219,000.00</b>

Following review, upon motion duly made by Director N. Dimond, seconded by Director Gaede and, upon vote, unanimously carried, the Board ratified the payment of claims, as presented.

## RECORD OF PROCEEDINGS

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**Unaudited Financial Statements:** Ms. Johanns reviewed the unaudited financial statements through the period ending March 31, 2021 with the Board.

Following review and discussion, upon motion duly made by Director N. Dimond, seconded by Director Merali and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending March 31, 2021.

**2020 Audit:** Mr. Holman and Ms. Gou reviewed the 2020 draft audit with the Board.

Following discussion, upon motion duly made by Director N. Dimond, seconded by Director Martinic and, upon vote, unanimously carried, the Board approved the 2020 audit and authorized execution of the Representations Letter.

**Colorado Local Government Liquid Asset Trust (Colostrust):** The Board entered into discussion regarding opening an account with the Colostrust Colorado Local Government Liquid Asset Fund.

Following review and discussion, upon motion duly made by Director N. Dimond, seconded by Director Gaede and, upon vote, unanimously carried, the Board approved opening an account with the Colostrust Colorado Local Government Liquid Asset , subject to final review by Director N. Dimond.

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### **LEGAL MATTERS**

**Second Amendment to Resolution No. 2013-12-03; Regarding Colorado Open Records Act Requests:** The Board reviewed the Second Amendment to Resolution 2013-12-03 regarding Colorado Open Records Act Requests.

Following discussion, upon motion duly made by Director N. Dimond, seconded by Director Gaede and, upon vote, unanimously carried, the Board adopted the Second Amendment to Resolution 2013-12-03 Regarding Colorado Open Records Act Requests.

### **PROJECTS**

**Landscape and Maintenance Matters:** Director Martinic and Mr. Solin updated the Board on landscape and maintenance matters.

**Lift Station Operations:** The Board discussed a change order from Ramey Environmental Compliance, Inc, to extend the term of the agreement for Lift Station Operations from June 2021 thru June 2022.

Following discussion, upon motion duly made by Director N. Dimond, seconded by Director Martinic and, upon vote, unanimously carried, the Board approved the change order from Ramey Environmental Compliance, Inc. to extend the agreement for Lift Station Operations from June 2021 through June 2022.

**RECORD OF PROCEEDINGS**

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**Service of Lift Station:** The Board entered into discussion regarding a proposal to service Lift Station- Gorman Rupp PM 2020 by Ramey Environmental.

Following discussion, upon motion duly made by Director N. Dimond, seconded by Director Martinic and, upon vote, unanimously carried, the Board approved the proposal to service Lift Station- Gorman Rupp PM 2020 by Ramey Environmental, in the amount of \$850.00.

\_\_\_\_\_

**OTHER MATTERS**

Mr. Solin discussed with the Board the status of outstanding insurance claims.

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**ADJOURNMENT**

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

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting



**RESOLUTION NO. 2021-11-\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE CITYSET METROPOLITAN DISTRICT NO. 2  
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION,  
ESTABLISHING DISTRICT WEBSITE AND  
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting, if a special district posts the Notice of Meeting online at a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cityset Metropolitan District No. 2 (the “**District**”), Arapahoe County, Colorado:

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

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

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

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

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

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

7. That the District Board authorizes establishment of a District Website, if such District Website does not already exist, in order to provide full and timely notice of meetings of the District Board online pursuant to the provisions of Section 24-6-402(2)(c)(III), C.R.S.

8. That, if the District has established a District Website, the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to each meeting pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

9. That, if the District has not yet established a District Website or is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) Parking sign within the boundaries of the District

10. Eric Hautzenrader, or his/her designee, is hereby appointed to post the above-referenced notices.

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

RESOLUTION APPROVED AND ADOPTED on November 17, 2021.

**CITYSET METROPOLITAN DISTRICT  
NO. 2**

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

Attest:

\_\_\_\_\_  
Secretary

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1430						
06/22/2021	Brightview Landscape Services	4692441	Repair and maintenance	1-805	219.95	219.95
06/22/2021	Brightview Landscape Services	4708350	Repair and maintenance	1-805	238.20	238.20
06/22/2021	Brightview Landscape Services	7386679	Repair and maintenance	1-805	1,190.00	1,190.00
06/22/2021	Brightview Landscape Services	7395460	Landscape Improvement	1-804	27,252.04	27,252.04
06/22/2021	Brightview Landscape Services	7406021	Landscape Improvement	1-804	824.00	824.00
Total 1430:						29,724.19
1431						
06/22/2021	Centric Elevator Corporation	279504	Repair and maintenance	1-805	339.61	339.61
Total 1431:						339.61
1432						
06/22/2021	Haynie and Company	D58673	Audit	1-615	3,400.00	3,400.00
Total 1432:						3,400.00
1433						
06/22/2021	Ramey Environmental, Inc	22295	Repair and maintenance	1-805	544.00	544.00
Total 1433:						544.00
1434						
06/22/2021	Simmons & Wheeler, P.C.	30654	Management and Accoun	1-612	1,622.98	1,622.98
Total 1434:						1,622.98
1435						
06/22/2021	Special Dist Management Srvs	05/2021	Miscellaneous	1-685	79.64	79.64
06/22/2021	Special Dist Management Srvs	05/2021	Management and Accoun	1-612	770.00	770.00
06/22/2021	Special Dist Management Srvs	05/2021	Management and Accoun	1-612	1,155.00	1,155.00
Total 1435:						2,004.64
1436						
06/22/2021	Stonebridge Realty Advisors Inc.	03/04-2021	Legal	1-675	1,650.00	1,650.00
Total 1436:						1,650.00
1437						
06/22/2021	Voss Lighting	570092549-00	Repair and maintenance	1-805	72.23	72.23
06/22/2021	Voss Lighting	57090043-00	Repair and maintenance	1-805	46.41	46.41
06/22/2021	Voss Lighting	57090317-01	Repair and maintenance	1-805	291.39	291.39
Total 1437:						410.03
Grand Totals:						39,695.45

**Cityset Metro District No.2**  
**June-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 39,695.45			\$ 39,695.45
	\$ -		\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$39,695.45</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$39,695.45</b>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1438						
07/15/2021	Brightview Landscape Services	4719121	Repair and maintenance	1-805	276.34	276.34
07/15/2021	Brightview Landscape Services	4719122	Repair and maintenance	1-805	384.84	384.84
07/15/2021	Brightview Landscape Services	4719123	Repair and maintenance	1-805	158.21	158.21
07/15/2021	Brightview Landscape Services	7413245	Landscape Improvement	1-804	3,586.72	3,586.72
07/15/2021	Brightview Landscape Services	7413256	Landscape Improvement	1-804	18,855.16	18,855.16
07/15/2021	Brightview Landscape Services	7415193	Landscape Improvement	1-804	2,500.00	2,500.00
07/15/2021	Brightview Landscape Services	7432398	Repair and maintenance	1-805	1,190.00	1,190.00
Total 1438:						26,951.27
1439						
07/15/2021	Centric Elevator Corporation	280130	Repair and maintenance	1-805	339.61	339.61
Total 1439:						339.61
1440						
07/15/2021	City of Glendale	EV21-92	Repair and maintenance	1-805	132.50	132.50
Total 1440:						132.50
1441						
07/15/2021	Generator Source, LLC	148001170	Repair and maintenance	1-805	711.92	711.92
Total 1441:						711.92
1442						
07/15/2021	Haynie and Company	D59867	Audit	1-615	2,600.00	2,600.00
Total 1442:						2,600.00
1443						
07/15/2021	McGeady Becher P.C.	1096W 05/2021	Legal	1-675	332.50	332.50
Total 1443:						332.50
1444						
07/15/2021	Ramey Environmental, Inc	22420	Repair and maintenance	1-805	544.00	544.00
Total 1444:						544.00
1445						
07/15/2021	Sherwin-Williams	42392580-9 3451-9	Repair and maintenance	1-805	13.47	13.47
07/15/2021	Sherwin-Williams	42392580-9 9831-5	Repair and maintenance	1-805	500.96	500.96
Total 1445:						514.43
1446						
07/15/2021	Special Dist Management Svcs	06/2021	Miscellaneous	1-685	70.35	70.35
07/15/2021	Special Dist Management Svcs	06/2021	Management and Accoun	1-612	532.00	532.00
07/15/2021	Special Dist Management Svcs	06/2021	Management and Accoun	1-612	1,393.00	1,393.00
Total 1446:						1,995.35
1447						
07/15/2021	Zions First National Bank	TRANSFER TAXES	Zion's Bank-Pledged Rev	2-117	105,240.06	105,240.06

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
Total 1447:						<u>105,240.06</u>
Grand Totals:						<u><u>139,361.64</u></u>

Cityset Metro District No.2  
July-21

	General	Debt	Capital	Totals
Disbursements	\$ 34,121.58	\$ 105,240.06		\$ 139,361.64
	\$ -		\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$34,121.58</b>	<b>\$105,240.06</b>	<b>\$0.00</b>	<b>\$139,361.64</b>



Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
<b>1448</b>						
08/27/2021	Brightview Landscape Services	4758383	Repair and maintenance	1-805	107.75	107.75
08/27/2021	Brightview Landscape Services	4758384	Repair and maintenance	1-805	402.44	402.44
08/27/2021	Brightview Landscape Services	4778987	Repair and maintenance	1-805	270.64	270.64
08/27/2021	Brightview Landscape Services	7473975	Repair and maintenance	1-805	1,190.00	1,190.00
08/27/2021	Brightview Landscape Services	7483898	Landscape Improvement	1-804	2,760.37	2,760.37
<b>Total 1448:</b>						<b>4,731.20</b>
<b>1449</b>						
08/27/2021	Centric Elevator Corporation	280709	Repair and maintenance	1-805	339.61	339.61
<b>Total 1449:</b>						<b>339.61</b>
<b>1450</b>						
08/27/2021	Full Spectrum Lighting, Inc.	2111266	Repair and maintenance	1-805	1,665.00	1,665.00
08/27/2021	Full Spectrum Lighting, Inc.	2111267	Repair and maintenance	1-805	934.00	934.00
<b>Total 1450:</b>						<b>2,599.00</b>
<b>1451</b>						
08/27/2021	Hilton Garden Inn Denver Cherry	53121	Repair and maintenance	1-805	1,113.95	1,113.95
08/27/2021	Hilton Garden Inn Denver Cherry	63021	Repair and maintenance	1-805	1,113.95	1,113.95
08/27/2021	Hilton Garden Inn Denver Cherry	73121	Repair and maintenance	1-805	1,113.95	1,113.95
<b>Total 1451:</b>						<b>3,341.85</b>
<b>1452</b>						
08/27/2021	McGeady Becher P.C.	1096W 06/2021	Legal	1-675	2,817.50	2,817.50
<b>Total 1452:</b>						<b>2,817.50</b>
<b>1453</b>						
08/27/2021	Ramey Environmental, Inc	22547	Repair and maintenance	1-805	544.00	544.00
08/27/2021	Ramey Environmental, Inc	22623	Repair and maintenance	1-805	183.32	183.32
<b>Total 1453:</b>						<b>727.32</b>
<b>1454</b>						
08/27/2021	Simmons & Wheeler, P.C.	30958	Management and Accoun	1-612	1,066.43	1,066.43
08/27/2021	Simmons & Wheeler, P.C.	31097	Management and Accoun	1-612	636.37	636.37
<b>Total 1454:</b>						<b>1,702.80</b>
<b>1455</b>						
08/27/2021	Special Dist Management Svcs	07/2021	Miscellaneous	1-685	123.73	123.73
08/27/2021	Special Dist Management Svcs	07/2021	Management and Accoun	1-612	434.00	434.00
08/27/2021	Special Dist Management Svcs	07/2021	Management and Accoun	1-612	1,491.00	1,491.00
<b>Total 1455:</b>						<b>2,048.73</b>
<b>1456</b>						
08/27/2021	Stonebridge Realty Advisors Inc.	06302021	Legal	1-675	275.00	275.00
<b>Total 1456:</b>						<b>275.00</b>
<b>Grand Totals:</b>						<b>18,583.01</b>

**Cityset Metro District No.2**  
**August-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 18,583.01		\$ -	\$ 18,583.01
	\$ -		\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$18,583.01</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$18,583.01</b>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1457						
09/28/2021	Brightview Landscape Services	7520436	Repair and maintenance	1-805	1,190.00	1,190.00
Total 1457:						1,190.00
1458						
09/28/2021	Centric Elevator Corporation	281349	Repair and maintenance	1-805	339.61	339.61
Total 1458:						339.61
1459						
09/28/2021	Hilton Garden Inn Denver Cherry	83121	Repair and maintenance	1-805	1,113.95	1,113.95
Total 1459:						1,113.95
1460						
09/28/2021	McGeady Becher P.C.	1096W 07/2021	Legal	1-675	497.50	497.50
Total 1460:						497.50
1461						
09/28/2021	Ramey Environmental, Inc	22650	Repair and maintenance	1-805	850.00	850.00
09/28/2021	Ramey Environmental, Inc	22692	Repair and maintenance	1-805	544.00	544.00
Total 1461:						1,394.00
1462						
09/28/2021	Simmons & Wheeler, P.C.	31323	Management and Accoun	1-612	1,502.50	1,502.50
Total 1462:						1,502.50
1463						
09/28/2021	Special Dist Management Srvs	08/2021	Miscellaneous	1-685	59.19	59.19
09/28/2021	Special Dist Management Srvs	08/2021	Management and Accoun	1-612	420.00	420.00
09/28/2021	Special Dist Management Srvs	08/2021	Management and Accoun	1-612	1,505.00	1,505.00
Total 1463:						1,984.19
Grand Totals:						8,021.75

Cityset Metro District No.2  
September-21

	General	Debt	Capital	Totals
Disbursements	\$ 8,021.75			\$ 8,021.75
	\$ -		\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$8,021.75</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,021.75</b>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1464						
10/21/2021	Brightview Landscape Services	7566259	Repair and maintenance	1-805	1,190.00	1,190.00
Total 1464:						1,190.00
1465						
10/21/2021	Centric Elevator Corporation	282035	Repair and maintenance	1-805	339.61	339.61
Total 1465:						339.61
1466						
10/21/2021	CO Special Districts P & L Pool	POL-0007102	Prepaid Expenses	1-143	450.00	450.00
Total 1466:						450.00
1467						
10/21/2021	Hilton Garden Inn Denver Cherry	93021	Repair and maintenance	1-805	1,113.95	1,113.95
Total 1467:						1,113.95
1468						
10/21/2021	McGeady Becher P.C.	1096W 08/2021	Legal	1-675	90.00	90.00
Total 1468:						90.00
1469						
10/21/2021	Ramey Environmental, Inc	22842	Repair and maintenance	1-805	544.00	544.00
Total 1469:						544.00
1470						
10/21/2021	Special Dist Management Srvs	09/2021	Miscellaneous	1-685	46.37	46.37
10/21/2021	Special Dist Management Srvs	09/2021	Management and Accoun	1-612	841.00	841.00
10/21/2021	Special Dist Management Srvs	09/2021	Management and Accoun	1-612	1,084.00	1,084.00
Total 1470:						1,971.37
Grand Totals:						5,698.93

Cityset Metro District No.2  
October-21

	General	Debt	Capital	Totals
Disbursements	\$ 5,698.93			\$ 5,698.93
	\$ -		\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$5,698.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,698.93</b>

CitySet Metropolitan District No. 2  
Financial Statements  
September 30, 2021

ACCOUNTANT'S COMPILATION REPORT

Board of Directors  
CitySet Metropolitan District No. 2

Management is responsible for the accompanying financial statements of each major fund of CitySet Metropolitan District No. 2, as of and for the period September 30, 2021, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the nine months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to CitySet Metropolitan District No. 2 because we performed certain accounting services that impaired our independence.

*Simmons & Wheeler P.C.*

November 10, 2021  
Englewood, Colorado



CitySet Metropolitan District No. 2  
 Combined Balance Sheet  
 September 30, 2021

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Debt Service Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
<b>Assets</b>					
<b>Current assets</b>					
Cash in Bank - BOK	\$ -	\$ -	\$ 27,201	\$ -	\$ 27,201
Colotrust	113,679	-	-	-	113,679
Zion's Bank	-	16,067	1,205,977	-	1,222,044
Prepaid Expense	450	-	-	-	450
Sales and Lodging Receivable	-	-	53,306	-	53,306
Increment receivable	-	-	1,961	-	1,961
PIF Receivable	124,086	-	-	-	124,086
Developer advances receivable	31,368	-	-	-	31,368
Due to/from other funds	<u>(256,798)</u>	<u>(798)</u>	<u>257,596</u>	<u>-</u>	<u>-</u>
	<u>12,785</u>	<u>15,269</u>	<u>1,546,041</u>	<u>-</u>	<u>1,574,095</u>
<b>Other assets</b>					
Land Easements	-	-	-	3,858,848	3,858,848
Phase I & II - Parking Garage	-	-	-	11,786,861	11,786,861
Lift Station	-	-	-	208,100	208,100
Accumulated Depreciation	-	-	-	(2,485,739)	(2,485,739)
Amount available in debt service fund	-	-	-	1,546,041	1,546,041
Amount to be provided for retirement of debt	<u>-</u>	<u>-</u>	<u>-</u>	<u>16,270,463</u>	<u>16,270,463</u>
	<u>-</u>	<u>-</u>	<u>-</u>	<u>31,184,574</u>	<u>31,184,574</u>
	<u>\$ 12,785</u>	<u>\$ 15,269</u>	<u>\$ 1,546,041</u>	<u>\$ 31,184,574</u>	<u>\$ 32,758,669</u>
<b>Liabilities and Equity</b>					
<b>Current liabilities</b>					
Accounts payable	<u>\$ 12,785</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 12,785</u>
	<u>12,785</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,785</u>
2020 Bonds	-	-	-	17,615,000	17,615,000
Developer Advance	<u>-</u>	<u>-</u>	<u>-</u>	<u>201,504</u>	<u>201,504</u>
<b>Total liabilities</b>	<u>12,785</u>	<u>-</u>	<u>-</u>	<u>17,816,504</u>	<u>17,829,289</u>
<b>Fund Equity</b>					
Investment in improvements	-	-	-	13,368,070	13,368,070
Fund balance (deficit)	<u>-</u>	<u>15,269</u>	<u>1,546,041</u>	<u>-</u>	<u>1,561,310</u>
	<u>-</u>	<u>15,269</u>	<u>1,546,041</u>	<u>13,368,070</u>	<u>14,929,380</u>
	<u>\$ 12,785</u>	<u>\$ 15,269</u>	<u>\$ 1,546,041</u>	<u>\$ 31,184,574</u>	<u>\$ 32,758,669</u>

CitySet Metropolitan District No. 2  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Budget and Actual  
For Nine Months Ended September 30, 2021  
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
<b>Revenues</b>			
PIF Collections	\$ 616,000	\$ 447,900	\$ (168,100)
Developer advances	-	81,809	81,809
Other income and interest	500	10	(490)
	<u>616,500</u>	<u>529,719</u>	<u>(86,781)</u>
<b>Expenditures</b>			
Management	20,000	10,956	9,044
Accounting	12,000	15,371	(3,371)
Audit	6,000	6,000	-
Insurance/SDA Dues	30,000	27,540	2,460
Legal	17,000	11,343	5,657
PIF Collection Fee	12,320	-	12,320
Miscellaneous	2,000	2,426	(426)
Repairs & Maintenance	15,000	5,712	9,288
Security Systems Repair & Maintenance	3,000	-	3,000
Landscape Maintenance	10,000	13,283	(3,283)
Landscape Improvements	13,000	55,778	(42,778)
Holiday Lighting	8,000	-	8,000
Garage Repair & Maintenance	5,000	1,288	3,712
Elevator Repair & Maintenance	4,750	10,578	(5,828)
Surface Parking Repair & Maintenance	8,000	-	8,000
Lift Station Operations	8,000	6,853	1,147
Snow Removal	40,000	43,400	(3,400)
Furnishings	6,000	19,129	(13,129)
General Labor	13,500	10,026	3,474
Transfer to Debt Service	356,328	290,036	66,292
Contingency	20,000	-	20,000
Emergency reserve	6,602	-	6,602
	<u>616,500</u>	<u>529,719</u>	<u>86,781</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CitySet Metropolitan District No. 2  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Budget and Actual  
For Nine Months Ended September 30, 2021  
Capital Projects Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Interest income	\$ <u>          -</u>	\$ <u>          2</u>	\$ <u>          2</u>
	<u>          -</u>	<u>          2</u>	<u>          2</u>
Expenditures			
Paving and landscape	<u>      15,266</u>	<u>              -</u>	<u>      15,266</u>
	<u>      15,266</u>	<u>              -</u>	<u>      15,266</u>
Excess (deficiency) of revenues over expenditures	(15,266)	2	15,268
Fund balance - beginning	<u>      15,266</u>	<u>      15,267</u>	<u>              1</u>
Fund balance - ending	<u><u>          -</u></u>	<u><u>      15,269</u></u>	<u><u>      15,269</u></u>


CitySet Metropolitan District No. 2  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Budget and Actual  
For Nine Months Ended September 30, 2021  
Debt Service Fund


See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenues</b>			
Sales and Lodging Tax - TIF Collection	\$ 282,000	\$ 213,546	\$ (68,454)
Property Tax Increment Rev	396,000	413,516	17,516
Transfer from General Fund	356,328	290,036	(66,292)
Interest income	<u>2,000</u>	<u>171</u>	<u>(1,829)</u>
	<u>1,036,328</u>	<u>917,269</u>	<u>(119,059)</u>
<b>Expenditures</b>			
Interest Expense - 2020 Bonds	841,721	480,983	360,738
Bond issuance costs	-	1,000	(1,000)
TIF Collection Fee	1,410	-	1,410
Tax increment collection	1,980	2,068	(88)
Paying agent fees	<u>4,000</u>	<u>-</u>	<u>4,000</u>
	<u>849,111</u>	<u>484,051</u>	<u>365,060</u>
Excess (deficiency) of revenues over expenditures	187,217	433,218	246,001
Fund balance - beginning	<u>1,023,523</u>	<u>1,112,823</u>	<u>89,300</u>
Fund balance - ending	<u>\$ 1,210,740</u>	<u>\$ 1,546,041</u>	<u>\$ 335,301</u>



1221 W. Mineral Avenue, Suite 202  
Littleton, CO 80120

 303-734-4800

 303-795-3356

 [www.HaynieCPAs.com](http://www.HaynieCPAs.com)

November 3, 2021

Board of Directors  
CitySet Metropolitan District No. 2  
Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228

To the Members of the Board:

We are pleased to confirm our understanding of the services we are to provide for CitySet Metropolitan District No. 2 (District) for the year ended December 31, 2021.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities and the major funds, and the disclosures, which collectively comprise the basic financial statements of CitySet Metropolitan District No. 2 as of and for the year ended December 31, 2021.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as the Statement of Revenue, Expenditures and Changes in Fund Balance—Actual and Budget—General Fund, to supplement CitySet Metropolitan District No. 2's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to CitySet Metropolitan District No. 2's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Statement of Revenue, Expenditures and Changes in Fund Balance—Actual and Budget—General Fund

Management has elected to omit the Management's Discussion and Analysis (MD&A) that accounting principles in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context.

We have also been engaged to report on supplementary information other than RSI that accompanies CitySet Metropolitan District No. 2's financial statements. We will subject the following supplementary information 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 auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Statement of Revenue, Expenditures and Changes in Fund Balance—Actual and Budget—Governmental Fund Type—Debt Service Fund
- 2) Statement of Revenue, Expenditures and Changes in Fund Balance—Actual and Budget—Capital Projects Fund

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. 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 would influence the judgment of a reasonable user made based on the financial statements.

#### **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 opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will 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 the government or to acts by management or employees acting on behalf of the government.

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 comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental 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.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government'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, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government 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 opinions. 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 AICPA professional standards.

We have identified the following significant risk of material misstatement as part of our audit planning:

- Management override of controls

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of CitySet Metropolitan District No. 2's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your 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 accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are 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 the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and 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 of each opinion unit taken as a whole.

You are 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 the government 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. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; 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.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We estimate that our fees for these services will be \$6,600. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, 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. Accounts in excess of 30 days will accrue finance charges at 1.5% per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Ty Holman is the engagement partner and is responsible for supervising the engagement and signing the



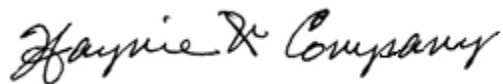
report. We expect to begin our audit in April 2022 and to issue our report by June 2022.

**Reporting**

We will issue a written report upon completion of our audit of CitySet Metropolitan District's financial statements. Our report will be addressed to the Board of Directors of CitySet Metropolitan District. 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 opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are 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 opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Accepted and agreed to:

CitySet Metropolitan District No. 2

---

Officer signature

---

Title

---

Date

## CERTIFICATION OF VALUATION BY ARAPAHOE COUNTY ASSESSOR

New Tax Entity  YES  NO

Date: August 25, 2021

**NAME OF TAX ENTITY:** CITYSET METRO DISTRICT #2

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

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

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	8,367,140
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	10,952,871
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	3,957,636
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	6,995,235
5. NEW CONSTRUCTION: *	5.	\$	0
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

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

**USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY**

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

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	34,905,672
<b>ADDITIONS TO TAXABLE REAL PROPERTY</b>			
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

**DELETIONS FROM TAXABLE REAL PROPERTY**

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

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

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

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	0
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IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **		\$	38,835
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\*\* The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

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



PK Kaiser, MBA, MS

Assessor

August 25, 2021

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

<http://www.arapahoegov.com/assessor>  
[assessor@arapahoegov.com](mailto:assessor@arapahoegov.com)

AUTH 4196 CITYSET METRO DISTRICT #2  
SPECIAL DISTRICT MANAGEMENT  
SERVICES INC  
C/O DAVID SOLIN  
141 UNION BLVD SUITE 150  
LAKEWOOD CO 80228

Code # 4196

### CERTIFICATION OF VALUATION

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

\$10,952,871

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

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

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

enc

PK Kaiser, MBA, MS  
Arapahoe County Assessor

**CitySet Metropolitan District No. 2**  
**Proposed Budget**  
**General Fund**  
**For the Year ended December 31, 2022**

	Actual <u>2020</u>	Adopted Budget <u>2021</u>	Actual <u>6/30/2021</u>	Estimate <u>2021</u>	Proposed Budget <u>2022</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ 77,799
Revenues:					
PIF Collections	462,251	616,000	260,382	616,000	770,000
Developer Advances	144,579	-	52,795	227,622	150,222
Miscellaneous Income	-	500	-	500	500
Transfer from debt service	-	-	-	450,000	393,588
<b>Total revenues</b>	<u>606,830</u>	<u>616,500</u>	<u>313,177</u>	<u>1,294,122</u>	<u>1,314,310</u>
<b>Total funds available</b>	<u>606,830</u>	<u>616,500</u>	<u>313,177</u>	<u>1,294,122</u>	<u>1,392,109</u>
Expenditures:					
Management	21,056	20,000	6,876	20,000	20,000
Accounting	13,052	12,000	11,051	24,000	25,000
Audit	5,978	6,000	6,000	6,000	6,300
Election	1,031	-	-	-	15,000
Insurance/ SDA Dues	27,368	30,000	27,540	28,000	30,000
Legal	38,881	17,000	10,373	24,000	25,000
PIF Collection Fee	9,245	12,320	-	12,320	15,400
Miscellaneous	24,582	2,000	2,185	4,000	4,000
Repair and Maintenance	86,051	15,000	3,113	15,000	15,000
Security Systems Repair and maintenance	-	3,000	-	3,000	3,000
Landscape Maintenance	20,564	10,000	8,932	15,000	18,000
Landscape Improvements	-	13,000	53,018	75,000	50,000
Holiday Lighting	-	8,000	-	8,752	9,250
Garage Repair and Maintenance	-	5,000	1,288	5,000	5,000
Elevator Repair and Maintenance	-	4,750	9,559	15,000	15,000
Surface Parking Repair and Maintenance	-	8,000	-	8,000	8,000
Lift Station Operations	-	8,000	4,187	8,000	8,000
Snow Removal	35,265	40,000	43,400	50,000	51,500
Furnishings	751	6,000	19,129	25,000	25,000
General Labor	-	13,500	4,456	13,500	13,500
Transfer to Debt Service Fund	323,006	356,328	102,070	484,550	636,571
Repay developer	-	-	-	372,201	150,222
Contingency	-	20,000	-	-	232,912
Emergency Reserve	-	6,602	-	-	10,454
<b>Total expenditures</b>	<u>606,830</u>	<u>616,500</u>	<u>313,177</u>	<u>1,216,323</u>	<u>1,392,109</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 77,799</u>	<u>\$ -</u>
Gross Total Taxable AV		\$ 13,125,757			\$ 10,952,871
Less Total TIF		4,758,617			3,957,636
Assessed valuation		<u>\$ 8,367,140</u>			<u>\$ 6,995,235</u>
Mill Levy		<u>-</u>			<u>-</u>

**CitySet Metropolitan District No. 2**  
**Proposed Budget**  
**Capital Projects Fund**  
**For the Year ended December 31, 2022**

	Actual 2020	Adopted Budget 2021	Actual 6/30/2021	Estimate 2021	Proposed Budget 2022
Beginning fund balance	\$ -	\$ 15,266	\$ 15,267	\$ 15,267	\$ -
Revenues:					
Developer Advances	151,307	-	-	-	-
Interest Income	-	-	1	2	-
Bond proceeds	<u>171,919</u>	-	-	-	-
Total revenues	<u>323,226</u>	-	<u>1</u>	<u>2</u>	-
Total funds available	<u>323,226</u>	<u>15,266</u>	<u>15,268</u>	<u>15,269</u>	-
Expenditures:					
Engineering	797	-	-	-	-
Paving and Landscape	151,307	15,266	-	15,269	-
Developer repayment	151,307	-	-	-	-
Costs of Issuance	<u>4,548</u>	-	-	-	-
Total expenditures	<u>307,959</u>	<u>15,266</u>	<u>-</u>	<u>15,269</u>	-
Ending fund balance	<u>\$ 15,267</u>	<u>\$ -</u>	<u>\$ 15,268</u>	<u>\$ -</u>	<u>\$ -</u>

**CitySet Metropolitan District No. 2**  
**Proposed Budget**  
**Debt Service Fund**  
**For the Year ended December 31, 2022**

	Actual <u>2020</u>	Adopted Budget <u>2021</u>	Actual <u>6/30/2021</u>	Estimate <u>2021</u>	Proposed Budget <u>2022</u>
Beginning fund balance	\$ 1,671,500	\$ 1,023,523	\$ 1,112,823	\$ 1,112,823	\$ 994,467
Revenues:					
Sales Tax - TIF Collections	124,767	169,000	76,182	169,000	205,000
Lodging Tax - TIF Collections	86,164	113,000	54,917	113,000	155,000
Property Tax Increment Revenue	395,798	396,000	411,545	415,000	330,245
Transfer from General Fund	323,006	356,328	102,070	484,550	636,571
Bond/Loan proceeds	17,443,081	-	-	-	-
Interest Income	<u>2,318</u>	<u>2,000</u>	<u>120</u>	<u>300</u>	<u>500</u>
Total revenues	<u>18,375,134</u>	<u>1,036,328</u>	<u>644,834</u>	<u>1,181,850</u>	<u>1,327,316</u>
Total funds available	<u>20,046,634</u>	<u>2,059,851</u>	<u>1,757,657</u>	<u>2,294,673</u>	<u>2,321,783</u>
Expenditures:					
Loan Principal	12,660,000	-	-	-	-
Loan Interest	351,729	-	-	-	-
2020 Bond Principal	-	-	-	-	450,000
2020 Bond Interest	-	841,721	480,983	841,721	721,475
Costs of Issuance	456,752	-	1,000	1,000	-
Sub Debt Payment	5,462,296	-	-	-	-
Transfer excess to GF	-	-	-	450,000	393,588
Paying Agent Fees	-	4,000	-	4,000	4,000
TIF Collection Fee	1,055	1,410	655	1,410	1,800
Tax Increment Collection Fee	<u>1,979</u>	<u>1,980</u>	<u>2,058</u>	<u>2,075</u>	<u>1,651</u>
Total expenditures	<u>18,933,811</u>	<u>849,111</u>	<u>484,696</u>	<u>1,300,206</u>	<u>1,572,514</u>
Ending fund balance	<u>\$ 1,112,823</u>	<u>\$ 1,210,740</u>	<u>\$ 1,272,961</u>	<u>\$ 994,467</u>	<u>\$ 749,269</u>
Gross Total Taxable AV		<u>\$ 13,125,757</u>			<u>\$ 10,952,871</u>
Less Total TIF		<u>\$ 4,758,617</u>			<u>\$ 3,957,636</u>
Assessed valuation		<u>\$ 8,367,140</u>			<u>\$ 6,995,235</u>
Mill Levy		<u>0.000</u>			<u>85.148</u>
Total Mill Levy		<u>0.000</u>			<u>85.148</u>
Required Reserve Fund	2020 Surplus	<u>\$ 749,269</u>	2020 Surplus		<u>\$ 749,269</u>

RESOLUTION NO. 2021 - 11 - \_\_  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CITYSET METROPOLITAN DISTRICT NO. 2  
TO ADOPT THE 2022 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the CitySet Metropolitan District No. 2 (“District”) has appointed the District Accountant to prepare and submit a proposed 2022 budget to the Board at the proper time; and

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

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 17, 2021, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CitySet Metropolitan District No. 2:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the CitySet Metropolitan District No. 2 for the 2022 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

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

ADOPTED this 17th day of November, 2021.

---

Secretary

(SEAL)



EXHIBIT A  
(Budget)

I, David Solin, hereby certify that I am the duly appointed Secretary of the CitySet Metropolitan District No. 2, and that the foregoing is a true and correct copy of the budget for the budget year 2022, duly adopted at a meeting of the Board of Directors of the CitySet Metropolitan District No. 2 held on November 17, 2021.

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

RESOLUTION NO. 2021- 11 - \_\_

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CITYSET METROPOLITAN DISTRICT NO. 2  
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the CitySet Metropolitan District No. 2 (“District”) has adopted the 2022 annual budget in accordance with the Local Government Budget Law on November 17, 2021; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CitySet Metropolitan District No. 2:

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

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

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

ADOPTED this 17th day of November, 2021.

---

Secretary

(SEAL)

**EXHIBIT A**  
(Certification of Tax Levies)

**RESOLUTION NO. 2021-11-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
CITYSET METROPOLITAN DISTRICT NO. 2  
CALLING A REGULAR ELECTION FOR DIRECTORS  
MAY 3, 2022**

A. The terms of the offices of Directors Navin Dimond and Jason Gaede shall expire upon the election of their successors at the regular election, to be held on May 3, 2022 (“**Election**”), and upon such successors taking office.

B. The terms of the offices to which Directors Aly-Khan Merali, William Martinic and Ashley Dimond have previously been appointed expires upon their re-election, or the election of their successors at the Election, and upon such successors taking office.

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CitySet Metropolitan District No. 2 (the “**District**”) of the County of Arapahoe, Colorado:

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

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

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

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

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

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

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from the Designated Election Official for the District, c/o David Solin Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, (303) 987-0835.

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

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

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

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

**[SIGNATURE PAGE FOLLOWS]**

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

RESOLUTION APPROVED AND ADOPTED on November 17, 2021.

**CITYSET METROPOLITAN DISTRICT  
NO. 2**

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

Attest:

\_\_\_\_\_  
Secretary

## LANDSCAPE SERVICES AGREEMENT Terms and Conditions

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of October 11, 2021 between BrightView Landscape Services, Inc. ("BrightView"), and CitySet Metropolitan District ("Client"). If Client is other than the record owner of each property where goods or services will be delivered under this Agreement, then Client is executing and entering into this Agreement on its own behalf and as duly authorized agent for the record owner(s) of those properties.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

### 1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (defined below), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel. Other materials shall be applied in accordance with the manufacturer's directions.

**2. Term.** The "Initial Term" of this Agreement shall start on January 1, 2022 and end on December 31, 2022. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the start date of the Initial Term (each, an "Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term."

**3. Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

**4. Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

### 5. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

### 6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView an annual service fee of \$15,132 (The "Service Fee"), subject to annual adjustments as described below.
- (b) Client shall pay the Service Fee to BrightView in advance through monthly payments according to the attached Billing Information and Schedule ( See attached Billing Schedule). If no Billing Information and Schedule is attached to this Agreement or if the attached Billing Information and Schedule does not specify the months and amounts due, then the Service Fee shall be payable in advance in consistent equal monthly installments, beginning in the month of January 2022). Monthly payments are due not later than the 10<sup>th</sup> calendar day of each month. Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView



for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting overdue Service Fees, Work Order Charges, and administrative charges.

- (c) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and any Billing Information Schedule attached hereto, the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan and Billing Information and Schedule are implemented for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (d) Unless specified otherwise in the attached Billing Information and Schedule, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by 3%.

#### **7. Termination.**

- (a) Either BrightView or Client may terminate this Agreement without cause upon 60 days prior written notice to the other party.
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fees, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay or cancel Services without further notice to Client, and/or (ii) immediately terminate this Agreement upon written notice to Client.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

#### **8. General Provisions.**

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the Commonwealth of Pennsylvania will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located in the Commonwealth of Pennsylvania.
- (c) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (d) This Agreement, together with any attached Billing Information and Schedule, attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (e) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (f) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.

(g) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any

way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

(h) BrightView's performance will be excused to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

BrightView and Client hereby agree to the foregoing terms and conditions as of the date first set forth above.

**By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.**

BrightView Landscape Services, Inc.

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

Name: Dave Hanson

Title: Senior Vice President

Date: -

#### **CLIENT**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: -

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at [https://www.brightview.com/sites/default/files/bv\\_code\\_of\\_conduct.pdf](https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf) keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at [www.brightviewconcerns.com](http://www.brightviewconcerns.com); or
- Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.

Thank you for your confidence in partnering with BrightView.



**JOB #  
ALPHA**

This Billing Information and Schedule document is incorporated into the Landscape Services Agreement by this reference upon execution by Client and Service Provider. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

**Billing Information and Schedule**

Landscape Site Name:*	CitySet Metro District	Landscape Site Location:	650 S. Colorado Blvd. Glendale, CO 80247
Client Business Name:	CitySet Metro District	Client Contact Name:	David Solin
Client Contact Telephone:	303-987-0835	Client Contact Email:	dsolin@sdmsi.com
Billing Business Name:	Special District Management Services, Inc.	Billing Contact Name:	David Solin
Billing Contact Telephone:	303-987-0835	Billing Contact Address:	141 Union Boulevard, Suite 150 Lakewood, CO 80228
BrightView Contact Name:	Brian Marcinowski	BrightView Contact Telephone:	303-841-3003

Note: If this Agreement applies to multiple sites, then check here  and attach a list of the sites with this information and pricing.

**Billing Schedule:**

<b>Term 1 – 2020-2021</b>			
January 1st	\$ 1,261		
February 1st	\$ 1,261		
March 1st	\$ 1,261		
April 1 <sup>st</sup>	\$ 1,261		
May 1 <sup>st</sup>	\$ 1,261		
June 1 <sup>st</sup>	\$ 1,261		
July 1 <sup>st</sup>	\$ 1,261		
August 1 <sup>st</sup>	\$ 1,261		
September 1 <sup>st</sup>	\$ 1,261		
October 1 <sup>st</sup>	\$ 1,261		
November 1 <sup>st</sup>	\$ 1,261		
December 1 <sup>st</sup>	\$ 1,261		
<b>Total Service Fee: \$15,132</b>			

**Additional notes on Billing Information and Schedule**

\_\_\_\_\_

BrightView Landscape Services, Inc

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

Name: James Gillen

Title: Vice President – General Manager

Date: -

**CLIENT**

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

Name:

Title: \_\_\_\_\_

Date:



**Scope of Landscape Services**

Landscape Site Name:*	CitySet Metro District	Landscape Site Location:	650 S. Colorado Blvd. Glendale, CO 80247
Client Business Name:	CitySet Metro District	Client Contact Name:	Robert Graham
Client Contact Telephone:	303-987-0835	Client Contact Email:	rgraham@sdmsi.com

**Description of Services at this Landscape Site (attach diagrams if necessary):**

**“Service Specifications for Contract Landscape Management.”**

**I. Scope of Work:**

Contractor shall furnish all supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

**II. Turf Care:**

*A. Mowing: Included Frequencies: 26*

Turf areas shall be mowed weekly from May through September, and as needed during other seasons. Frequencies of mowing shall vary in the Spring and Fall due to seasonal weather conditions and turf growth rates. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall be mulched and not caught or removed from turf areas unless they are lying in swaths which may damage the lawn.

*B. String Trimming: Included Frequencies: 26*

Vertical obstacles will be trimmed around to assure a neat and attractive appearance at the time of each mowing.

*C. Edging: Included Frequencies : 13*

All turf areas adjacent to sidewalks shall be edged.

*D. Blowing: Included Frequencies: 26*

Sidewalk and curb areas adjacent to landscaped areas will be blown and kept clean with the use of power-operated blowers at the time of each mowing. This does not include the blowing of car ports and/or parking lots.

*E. Aeration: Included Frequencies: 1*

Core aeration will be performed with walk behind and/or a tow behind aerator. Aeration plugs shall be left and not caught or removed from the turf areas.

*F. Fertilization: Included Frequencies: 1 Season-Release Application*

Turf shall be fertilized as warranted with a commercial fertilizer to promote a healthy appearance.

*G. Broadleaf Weed Control: Included Frequencies: 1 Pre-emergent weed control Application and 2 Post-emergent Applications*

Turf shall be kept reasonably free of weeds by the use of chemical herbicide to promote a healthy appearance. If association is not satisfied with turf color, weed control or overall health, then contractor agrees to supply additional applications as needed.

III. **Shrubs and Bed Areas**

A. *Shrub Pruning*: 2

Shrubs shall be pruned to maintain the natural form of the plant and to maintain growth within space limitations, timing of pruning may vary from plant species. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Industry standard pruning practices do not include hand pruning or shearing of plants into boxes, squares, balls, etc., unless required by the design.

Ornamental grasses will be cut one time per year, typically in late winter, to approximately ¼ of the existing height.

Perennial cut back will be dead-headed during the late summer / early fall, and will be trimmed as appropriate for each species once all flowering has stopped

B. *Weed Control*: Included Frequencies: 26

Beds, sidewalks and curb/gutter will be kept reasonably free of broadleaf or grassy weeds, preferably with post-emergent/contact herbicides, or with manual removal (hand-pulling).

IV. **Tree Care**:

A. *Limbing*: Included Frequencies: 1

Maintenance pruning of all applicable trees to 8-10 feet in height will be accomplished according to industry accepted standards, and as is appropriate for each species in its particular stage of growth and development.

B. Volunteer suckers and shooters on trees will be removed to maintain a clean appearance.

C. Trees in turf areas will be neatly “ringed” at the base of the tree (approximately 3’ in diameter) to prevent damage from mowing equipment

V. **Native Areas**:

A. *Native Turf Mowing*: Included Frequencies: 2

Areas deemed to be native, will be cut at the most appropriate times of the season (as agreed upon by the Client). Areas inaccessible by a mower and perimeter areas that require string trimming will be addressed.

VI. **Irrigation System**:

A. *Activation*: Included Frequencies: 1

Seasonal activation of the irrigation system will be performed in the spring as weather conditions dictate. Contractor will be responsible for determining when to activate the system. At the time of activation, all necessary repairs will be performed to bring the system up to operating condition. Repairs will be performed and billed on a time and material or not to exceed basis as outlined in Exhibit B at the expense of the Owner/Client.

A. *Monitoring*: Included Frequencies: 13

B. Monitoring of the system will occur throughout the growing season. Programming may be periodically adjusted according to weather conditions, seasonal changes, and the needs of the landscape. In the event any malfunctions are found, repair will be performed and billed on a time and material or not to exceed basis at the expense of the Owner/Client. Damages caused by BrightView Landscape Services, Inc.. during the normal course of operations will be repaired by BrightView Landscape Services, Inc.. in a prompt manner at no expense to the Owner/Client.

During extended cold or rainy periods, landscape irrigation may be shut off. Occasional rainstorms or cold weather may not constitute an adequate reason for full system shut/down protection.

Meter reading, usage tracking and reporting is not included but can be performed on a time and material basis if requested by Owner/Client

C. Deactivation / Winterization: Included Frequencies: 1

Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November, depending upon weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.

Exterior backflow wrapping or draining is not included but may be performed and billed at \$130 per device if weather warrants. Backflow wrapping or draining prevents freeze damage when the system is pressurized.

D. Emergency Service Calls:

Emergency service calls will be made upon request of the Owner/Client. Emergencies are rare and are usually related to main line breaks or faulty valves that may cause flooding. Emergencies are defined as after-hours calls between the hours of 5:00pm and 8:00am Monday-Friday, all day Saturday and Sunday, and recognized holidays. Emergency services will be performed upon request and billed on a time and material or not to exceed basis at the expense of the Owner/Client.

E. Irrigation Repairs:

Any repairs required to ensure irrigation system is fully operational and effective, will be performed as needed, at a cost of \$65 / hr + any needed materials. Contractor is pre-approved to perform repairs Not to Exceed \$500 during any single occurrence. Repairs above \$500 will need to be authorized by client.

Any repairs resulting from Contractor operations, will be repaired at Contractor's expense and at no charge to the Client

VII. **Landscape Debris & Trash Cleanup:**

A. Growing Season: Included Frequencies: 30

All landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste (but does include servicing of pet waste stations), parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

B. Dormant Season: Included Frequencies: 22

All landscape areas shall be inspected each day and excess landscape debris and trash removed. This shall include the changing of neighborhood trash receptacles as they become full. Debris clean-up does not include the cleanup of pet waste or pet stations, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God. These items will be billed on a time and materials basis upon approval of Owner/Client.

VIII. **Spring Cleanup: Included Frequencies: 1**

Debris shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Debris shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of debris removal. Debris cleanup does not include the cleanup of pet waste (but does include servicing of pet waste stations), trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

IX. **Fall Cleanup: Included Frequencies: 2**

Typically in November, fallen leaves shall be picked up and disposed of from maintained turf and rock/mulch bed areas. Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Weather conditions may shorten or lengthen the process of leaf removal. Leaves that have not fallen from trees or shrubs during contract term are not within the scope of the contract. Leaf cleanup in October will be performed during regular scheduled mowing visits. Upon request, a price will be provided for additional services.

Debris clean-up does not include the cleanup of pet waste, trash cans, parking lots, or parking structures, nor does it include clean-up of debris and trash caused by vandalism, dumping, improperly contained dumpsters, or acts of God.

X. **Bio-Hazards:**

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

**ADDITIONAL SERVICES AVAILABLE**

Beyond those services made a part of the base contract, BrightView Landscape Services, Inc. offers a number of additional landscape management services to help beautify, protect, and keep safe your landscape. These services include:

1. Irrigation Winterization can be performed during the Fall of 2021 as a separate work order for \$250
2. Tree Trimming
3. Irrigation Meter Reading, Usage Tracking and Reporting
4. Winter Watering
5. Landscape enhancement and beautification services, including design and construction, turf renovation, plant replacement, and irrigation repair and upgrade/installation



## CHANGE ORDER

<b>Change Order No:</b> 1	<b>Date Issued:</b> November 10, 2021
<b>Name of Agreement:</b> Service Agreement for Snow Removal Services	
<b>Date of Agreement:</b> December 14, 2020	<b>District(s):</b> CitySet Metropolitan District #2
<b>Other Party/Parties:</b> BrightView Landscape Services, Inc.	

**CHANGE IN SCOPE OF SERVICES (describe):**

Revise the Exhibit A Compensation Schedule for the 2021-2022 snow season, as per the attached proposal dated September 27, 2021

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
Original Price: \$ Variable	Original Term: Expires _____, 20__
Increase of this Change Order: \$ Variable	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$ Variable	Agreement Time with all Approved Change Orders:

<b>APPROVED:</b>	<b>APPROVED:</b>
By: _____	By: _____
<b>District</b>	<b>Consultant</b>

# CLIENT PRICING AGREEMENT

2021.21926929



## Annual Snow Service Order

**BrightView Landscape Services, Inc. (BrightView)**

9/27/2021 8:26

40030\_BVLS Denver South

8888 N Motsenbocker Rd Ste A Suite A Parker CO 80134-7523

Ph: (303) 841-3003

**400300580**

### • SERVICE LOCATION (Location)

Loc ID      Location Name      Estimate  
 21926929      CITYSET METRO DISTRICT      400300580  
Location Address  
 650 S. COLOADO BLVD., GLENDALE, CO 80247

### • CLIENT INFORMATION (Client)

Client ID      Company Name  
                                  CITYSET METRO DISTRICT  
Billing Address  
 C/O SDMSI, 141 UNION AVE STE 150, LAKEWOOD, CO 80228

### • SCOPE OF SERVICES      Service Start: **12/21/2021**      Service End: **05/31/2022**      Start Season: **2021**

Vehicle Site Area(s) (VEH)	Service Start Trigger	Pedestrian Sites Areas (PED)	Service Start Trigger
Parking/Driving Areas (RD )	2"	Private Sidewalks (PRI)	2"
Parking Structure (GAR)	2"	Public Sidewalks (PUB)	2"
Ice Watch (Vehicle)		Ice Watch (Pedestrian)	
Anti-Ice/Pretreatment (Vehicle)		Anti-Ice/Pretreatment (Pedestrian)	

BrightView is only responsible for performing Services in the selected Site Areas after the indicated Service Trigger is reached. Services requested before the Trigger is met shall begin upon a reasonable period after notification from the Client and may result in additional fees. Services provided under this agreement shall be directed and managed by BrightView in order to maintain safe conditions in the Site Areas indicated.

- Bulk de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- Bagged de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- All Time & Material Rates are Port-to-Port, and are subject to minimum fees as noted in the Price Schedule
- All prices exclude any applicable sales tax, should client request tax to be included BrightView may automatically adjust the price if tax laws change to reflect such increase.

By signing this Service Order, Client acknowledges and agrees that (a) snow or ice may accumulate while Services are being performed, (b) even when there is no precipitation present, snow may blow or drift onto a Service Location or be brushed onto cars, parking, and driving areas or walkways, and (c) properly plowed snow may melt and refreeze after Services are fully performed. Accordingly, Client understands and agrees that (i) BrightView cannot guarantee that the performance of the Services will remove all snow and ice from any Service Location, and (ii) some snow or ice may still be present at a Service Location during or after the performance of Services.

### • PRICE SCHEDULE      BrightView will be compensated for work performed at the Service Location according to the agreed to prices shown below. All listed equipment items includes the respective equipment and required operator.

Category	Area	Service/Unit Description	Unit	Min. Chg.	Price	Price	Price	Price	2021 Price
TM	ALL AREAS	Truck with Plow	Hr	1 Hr					\$118.45
TM	ALL AREAS	Truck with Spreader/Sprayer	Hr	1 Hr					\$118.45
TM	ALL AREAS	Skid Steer	Hr	4 Hrs					\$159.65
TM	ALL AREAS	Loader 3CY+ Bucket	Hr	4 Hr					\$311.06
TM	ALL AREAS	Hauling/Relocating Snow (note)	Hr	1 Hr					\$159.65
TM	ALL AREAS	Crew Member	Hr	1 Hr					\$66.95
TM	ALL AREAS	Supervisor	Hr	1 Hr					\$66.95
TM	ALL AREAS	Bag Ice Melt	50 Lbs	1 Bag					\$46.35
TM	ALL AREAS	Ice Slicer	Ton	1 Ton					\$278.10
TM	ALL AREAS	Utility Vehicles (ATV, Kubota, etc.)	Hr	1 Hr					\$100.94

• **ORDER EFFECTIVE DATE:** 12/21/2021 This Service Order is accepted by BrightView and Client and forms part of the Master Snow Management Agreement signed by the parties and restates and replaces any Service Order previously agreed to for the above Location.

For BrightView:

Printed: \_\_\_\_\_ 12/21/2021  
 Email: \_\_\_\_\_  
 Title: \_\_\_\_\_

For Client:

Printed: Robert Graham 12/21/2021  
 Email: rgraham@sdmsi.com  
 Title: \_\_\_\_\_

## **SERVICE AGREEMENT FOR INTERIOR LANDSCAPING (HOLIDAY LIGHTING)**

THIS SERVICE AGREEMENT FOR INTERIOR LANDSCAPING (HOLIDAY LIGHTING) (“**Agreement**”) is entered into and effective as of the **15<sup>th</sup>** day of **November, 2020**, by and between **CITYSET METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **AMBIUS**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

### **RECITALS**

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

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

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

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

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

### **I. CONSULTANT DUTIES AND AUTHORITY**

1.1 Duties of Consultant. The Consultant shall:

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

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

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

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

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

## 1.2 Limitations on Authority.

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

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

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

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

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

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for

the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("**Change Order**").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit A**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire upon satisfactory completion of services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

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

#### IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or

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

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

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

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

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended

to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

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

## V. MISCELLANEOUS

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

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

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

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

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

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

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

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



To District: CitySet Metropolitan District No. 2  
c/o Special District Manager Services, Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228  
Phone: 303-987-0835  
Email: dsolin@sdmsi.com  
Attn: David Solin

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

To Consultant: Ambius  
445 Bryant Street, Unit 2  
Denver, CO 80204-4800  
Phone: (303) 825-0421  
Email: sarah.marx@ambius.com  
Attn: Sarah Marx

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

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

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

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied

and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

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

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

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

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

**[SIGNATURE PAGE FOLLOWS]**

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:

**AMBIUS**

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

Its: \_\_\_\_\_

STATE OF COLORADO )

) ss.

COUNTY OF [\_\_\_\_\_] )

The foregoing instrument was acknowledged before me this [\_\_\_\_] day of [\_\_\_\_], 2020, by [\_\_\_\_], as [\_\_\_\_] of [\_\_\_\_].

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

District:

**CITYSET METROPOLITAN DISTRICT NO. 2**

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

President

STATE OF COLORADO )

) ss.

COUNTY OF [\_\_\_\_\_] )

The foregoing instrument was acknowledged before me this [\_\_\_\_] day of [\_\_\_\_], 2020, by [\_\_\_\_], as [\_\_\_\_] of CitySet Metropolitan District No. 2.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**SCOPE OF SERVICES AND COMPENSATION**

**EXHIBIT B**  
**CERTIFICATION OF CONSULTANT**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT C**  
**FORM OF CHANGE ORDER**

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b>	
<b>Date of Agreement:</b>	<b>District(s):</b>
<b>Other Party/Parties:</b>	

**CHANGE IN SCOPE OF SERVICES (describe):**

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
Original Price: \$ _____	Original Term: Expires _____, 20____
Increase of this Change Order: \$ _____	New Term: Expires _____, 20____
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders:

<b>APPROVED:</b>	
<b>By:</b>	
	<b>District</b>

<b>APPROVED:</b>	
<b>By:</b>	
	<b>Consultant</b>

## CHANGE ORDER

<b>Change Order No:</b> 1	<b>Date Issued:</b> October 12, 2021
<b>Name of Agreement:</b> Service Agreement for Interior Landscaping (Holiday Lighting)	
<b>Date of Agreement:</b> November 15, 2020	<b>District(s):</b> CitySet Metropolitan District #2
<b>Other Party/Parties:</b> Ambius	

**CHANGE IN SCOPE OF SERVICES (describe):**

Per attached proposal dated September 20, 2021

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: <i>(2020 Contract 10,000 complete + part)</i> \$ 7,542	Original Term: Expires _____, 20
Increase of this Change Order: <i>(2021 Contract 10K per 10)</i> \$ 8,752	New Term: Expires _____, 20
Price with all Approved Change Orders: <i>(2020+2021)</i> \$ 16,294	Agreement Time with all Approved Change Orders: _____

**APPROVED:**

By: \_\_\_\_\_  
District

**APPROVED:**

By: \_\_\_\_\_  
Consultant

**PROPOSAL  
For Interior Landscaping  
Short Term Rental**

**STONEBRIDGE COMPANIES  
600 S COLORADO BLVD  
DENVER, CO 80246-1503**

**Ambius**  
445 Bryant Street, Unit 2  
Denver, CO 80204-4800  
Telephone: (303) 825-0421  
Fax: (303) 825-0422  
www.ambius.com

Proposed to **BILL MARTINIC**  
by **SARAH MARX**

	<b>Quantity</b>
<b>COLORADO BLVD - EAST FACE</b>	
XMAS WREATH - ART. DECOR. 48"	3
WHITE LIGHTS-MULTI COLOR BALLS	
POWER FROM HVAC ON ROOF	
XMAS WREATH - ART. DECOR. 36"	4
WHITE LIGHTS-MULTI COLOR BALLS	
<b>COLO BLVD LARGE SIGNAGE</b>	
GARLAND ARTIFICIAL LIT	6
DRAPE GARLAND ACROSS TOP OF	
SIGN- DECORATE WITH MULTI COLOR BALLS/WHITE LIGHTS	
<b>ENTRANCE SIGNS THROUGHOUT</b>	
ARTIFICIAL GARLAND-PRICE/FOOT	10
18' PER SIGN-MULTI COLOR BALLS	
LAY ON TOP OF SIGNAGE	
<b>VALET BED</b>	
8.5' PRELIT CHRISTMAS TREE W/ SKIRT	1
MULTI COLOR BALLS	
<b>VALET BED</b>	
7.5' PRELIT CHRISTMAS TREE W/ SKIRT	1
MULTI COLOR BALLS	
<b>VALET BED</b>	
6' PRELIT CHRISTMAS TREE W/ SKIRT	1
MULTI COLOR BALLS	
<b>LG CNTRS/SPIRAL JUNIPERS</b>	
CHRISTMAS MISCELLANEOUS	100
20' WARM WHITE BATTERY OPERATED	
LED LIGHTS - 2 STRANDS PER JUNIPER	
CHRISTMAS MISCELLANEOUS	1
300 AA BATTERIES	
AMBIUS NOT RESPONSIBLE FOR REPLACEMENT BATTERIES	





Enhancing Interior Landscapes  
Since 1963

**Ambius**

445 Bryant Street, Unit 2

Denver, CO 80204-4800

Telephone: (303) 825-0421

Fax: (303) 825-0422

www.ambius.com

XMS INSTALLATION LABOR  
BUILD, DELIVER, INSTALL AND  
TAKE DOWN

20

<b>DELIVERY &amp; INSTALLATION</b>	<u>0.00</u>
<b>PROPOSED TOTAL</b>	<b>8,752.50</b>

(Excludes any applicable taxes)

**Ambius**  
445 Bryant Street, Unit 2  
Denver, CO 80204-4800  
Telephone: (303) 825-0421  
Fax: (303) 825-0422  
www.ambius.com

## ANNUAL RENTAL AGREEMENT

This agreement (the "Agreement") is made as of the date of acceptance indicated below, and is by and between Ambius, a registered trade name of Rentokil North America, Inc. ("Ambius" or the "Company") and the customer identified below (the "Customer" or "You") on the terms and conditions set forth in this Agreement.

Ambius will provide - - - - - CITY SET - - - - - with all service necessary to prepare, freshen, install and remove the holiday decor.

Ambius proposes to:

- Rent the attached listed holiday decor for \$8,752.50\* annually.
- Charge for delivery and installation is \$0.00\*.
- (\* ) These prices exclude applicable taxes.

1. **THE SERVICES.** Ambius will provide You with the holiday decor, replicas and further items described and for the prices set forth on the attached Quote.
2. **PAYMENT TERMS.** Ambius will provide You with an annual, one-time invoice for the Services and items set forth on Quote. You agree to pay the invoice within ten (10) days. You will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. You may pay these invoices by 1) Electronic Funds Transfer (please contact [eft.coordinator-us@ambius.com](mailto:eft.coordinator-us@ambius.com) for information); 2) direct debit on the 22nd of each month under this Agreement; 3) bank check; or 4) credit card.
3. **TERM AND EXPIRATION.** This Agreement will be for a 36 month term unless otherwise set forth on Quote. All property being provided to You under this Agreement will remain the property of Ambius and, You will be responsible for any property that is damaged beyond reasonable use or otherwise not able to be recovered by Ambius at the end of this term. To the extent that You cancel this Agreement prior to the expiration of the term or a renewal term for no fault of Ambius, You agree to pay Ambius for 50% of the amount to be invoiced for the remainder of that term or renewal term. This amount constitutes liquidated damages and not a penalty, and is in recognition of the difficulty of Ambius in establishing the amount of damages or costs for any such early termination.
4. **INSURANCE AND LIMITATION OF LIABILITY.** The Company will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs, whether incurred by You or a third party, to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages. Additionally, Ambius is not responsible for any damage or harm to walls or structures caused by removal of material therefrom. Ambius accepts no responsibility for decorative containers supplied by You or by Ambius once outside of their manufacturer's warranty.



**Ambius**  
445 Bryant Street, Unit 2  
Denver, CO 80204-4800  
Telephone: (303) 825-0421  
Fax: (303) 825-0422  
www.ambius.com

5. **CUSTOMER RESPONSIBILITIES.** Ambius assumes all responsibility for the care and maintenance of the plants and associated material being provided under this Agreement. Further, Ambius is not responsible for damage to the material related to temperature extremes, light levels changed since installation, catastrophic events such as fire, floods or unexpected freezes, malicious or accidental damage by third parties, or interference by Your employees in the maintenance of the provided plants. Ambius is also not responsible for any damage or harm to walls or structures to the extent any material is required to be removed or taken down after being attached thereto. You will provide Ambius access to water. You must allow unrestricted access to the plants during normal working hours.
6. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. **ENTIRE AGREEMENT.** This Agreement and its Quote constitute the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.



**Ambius**  
445 Bryant Street, Unit 2  
Denver, CO 80204-4800  
Telephone: (303) 825-0421  
Fax: (303) 825-0422  
www.ambius.com

Authorization of this agreement indicates acceptance of the terms and requirements.

**BILLING INFORMATION:**

014756  
~~STONEBRIDGE COMPANIES~~ *City and Metro District*  
4949 S. Niagara St. Ste. 300  
Denver CO 80237-0000

**SERVICE ADDRESS:**

CITY SET  
600 S COLORADO BLVD  
DENVER CO 80246-1503

**AMBIUS**

**CUSTOMER**

By: \_\_\_\_\_  
Printed Name:  
Title:  
Electronic Mail:

By: *[Signature]*  
Printed Name: *Bill Murbine*  
Title: *Dir. of Dev.*  
Electronic Mail:

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Date Accepted by Customer: \_\_\_\_\_

*B*



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

## MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski  
Executive Vice-President

DATE: August 31, 2021

RE: Notice of 2022 Rate Increase

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

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

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