

## CITYSET METROPOLITAN DISTRICT NO. 2

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

<https://citysetmd2.colorado.gov>

### NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
William G Martinic	President	2027/May 2027
Ashley Dimond	Assistant Secretary	2027/May 2027
Mark Lionberger	Assistant Secretary	2025/May 2025
Catherine Clark	Assistant Secretary	2025/May 2025
Vacant		2025/May 2025
David Solin	Secretary	not an elected position

DATE: November 28, 2023 (Wednesday)

TIME: 12:00 P.M.

PLACE: Zoom Meeting

Join Zoom Meeting

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Meeting ID: 546 911 9353

Passcode: 912873

1-719-359-4580

#### 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 and posting of meeting notice.

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C. Acknowledge resignation of Mark Hays from the Board of Directors, effective November 2, 2023 (enclosure).

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D. Discuss vacancy on the Board of Directors and consider the appointment of District eligible elector, Zach Lane, to the Board of Directors (*Notice of Vacancy published on November 16, 2023*). Administer Oath of Director.

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E. Consider appointment of Officers:

President \_\_\_\_\_  
Treasurer \_\_\_\_\_  
Secretary \_\_\_\_\_  
Asst. Secretaries \_\_\_\_\_

F. Review and approve the Minutes of the September 7, 2023 Special Meeting (enclosure).

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G. Discuss business to be conducted in 2024 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates (suggested at \_\_\_\_ a.m./p.m. on the dates of \_\_\_\_\_ and \_\_\_\_\_) and consider adoption of Resolution No. 2023-11-01 Establishing Regular Meeting Dates, Time, Location and Designating Location for Posting 24-Hour Notices (enclosure).

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H. Insurance Discussion

1. Cyber security and increased Crime Coverage.
  2. Establish Insurance Committee to make final determinations regarding insurance, if necessary.
  3. Authorize renewal of District's insurance and Special District Association (SDA) membership for 2024.
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I. 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 2023).

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II. PUBLIC COMMENT

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

III. FINANCIAL MATTERS

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

Fund	Period Ending June 30, 2023	Period Ending July 31, 2023	Period Ending Aug. 31, 2023	Period Ending Sept. 30, 2023
General	\$ 36,836.41	\$ 19,807.65	\$ 24,712.46	\$ 17,197.49
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total Claims</b>	<b>\$ 36,836.41</b>	<b>\$ 19,807.65</b>	<b>\$ 24,712.46</b>	<b>\$ 17,197.49</b>

Fund	Period Ending Oct. 31, 2023
General	\$ 27,230.89
Debt Service	\$ -0-
Capital Projects	\$ -0-
<b>Total Claims</b>	<b>\$ 27,230.89</b>

B. Review and accept unaudited financial statements through the period ending September 30, 2023 (enclosure).

C. Consider engagement of Haynie & Company to perform the 2023 Audit for an amount not to exceed \$\_\_\_\_\_ (enclosure).

D. Conduct Public Hearing to consider Amendment to 2023 Budget and consider adoption of Resolution No. 2023-11-\_\_\_ to Amend the 2023 Budget and Appropriate Expenditures (enclosure).

E. Conduct Public Hearing on the proposed 2024 Budget and consider adoption of Resolutions to Adopt the 2024 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 2024 Budget).

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

- G. Consider appointment of District Accountant to prepare the 2025 Budget and set date for public hearing to adopt the 2025 Budget (\_\_\_\_\_, 2024).
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IV. LEGAL MATTERS

- A. Review and consider approval of the First Amendment to 2023 Operation Funding Agreement between the District and Oxbridge Properties, Inc. (enclosure).
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- B. Review and consider approval of the 2024 Operation Funding Agreement between the District and Oxbridge Properties, Inc. (enclosure).
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- C. Review and consider adoption of Resolution Amending Policy Regarding Colorado Open Records Act Requests (enclosure).
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V. PROJECTS – OPERATIONS/MAINTENANCE/CAPITAL REPAIRS

- A. Discuss 2024 services and consider approval of necessary service agreements for related services.
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- B. Review and ratify approval of Change Order No. 2 from Generator Source, LLC for 2023 Annual Preventative Maintenance (enclosure).
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VI. OTHER MATTERS

- A. \_\_\_\_\_
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VII. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2023.**

Informational Enclosure:

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

**From:** [Mark Hays](#)  
**To:** [David Solin](#); [Copford CM - Dave Womack](#)  
**Cc:** [Shawna Stevens](#); [Copford CM - Zach Lane](#); [Copford CM - Catherine Clark](#)  
**Subject:** RE: CitySetMD2- October Funding Request & Bill.com  
**Date:** Thursday, November 2, 2023 7:29:04 PM  
**Attachments:** [sbco\\_9fe5fd23-e9cd-4f86-ae3e-0ffc852b4727.png](#)

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Good evening David,

Please accept this as my resignation from the CitySet Board effective today, November 2, 2023.

Thank you,

Mark



**Mark Hays**  
Chief Accounting Officer

[www.sbcos.com](http://www.sbcos.com)  
[mhays@sbcos.com](mailto:mhays@sbcos.com)  
(303) 785-3172

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## 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 SEPTEMBER 7, 2023

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, September 7, 2023, at 9:00 a.m. This District Board Meeting was held via Zoom. The meeting was open to the public.

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#### **ATTENDANCE**

#### **Directors In Attendance Were:**

Mark Lionberger  
Mark Hays  
William G. Martinic

Following discussion, upon motion made by Director Martinic, seconded by Director Lionberger, the absence of Director Dimond was excused.

#### **Also In Attendance:**

David Solin; Special District Management Services, Inc. (“SDMS”)  
Paula Williams, Esq.; McGeady Becher P.C.

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#### **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. No new conflicts of interest were disclosed, and Attorney Williams reported that all Directors’ Disclosure Statements had been filed by the statutory deadline.

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#### **ADMINISTRATIVE MATTERS**

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

Following discussion, upon motion made by Director Martinic, seconded by Director Hays and, upon vote, unanimously carried, the agenda was approved, as presented.

## RECORD OF PROCEEDINGS

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**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 Martinic, seconded by Director Hays and, upon vote, unanimously carried, the Board determined that the District Board meeting was held, and properly noticed to be held, via Zoom. The Board further noted that notice providing the Zoom 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.

**Resignation of Director:** The Board discussed the resignation of Director Gaede effective as of August 4, 2023.

Following discussion, upon motion duly made by Director Hays, seconded by Director Martinic and, upon vote, unanimously carried, the Board acknowledged Director Gaede's resignation, effective August 4, 2023.

**Board Appointment After Publication of Notice of Vacancy:** It was noted that pursuant to Section 32-1-808(2)(a)(I), C.R.S., publication of a Notice of Vacancy on the Board was made on August 17, 2023 in *The Villager*. No Letters of Interest from qualified eligible electors were received within ten (10) days of the date of such publication.

As such, following discussion and upon motion duly made by Director Hays, seconded by Director Martinic to nominate Catherine Clark to fill the vacant Board term and, upon vote, unanimously carried, the Board appointed Catherine Clark to fill the vacancy on the Board created by the resignation of Mr. Gaede.

**Appointment of Officers:** The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Hays, seconded by Director Martinic and, upon vote, unanimously carried, the following slate of officers was appointed:

President	William G. Martinic
Treasurer	Mark Hays
Secretary	David Solin
Assistant Secretary	Ashley Dimond
Assistant Secretary	Mark Lionberger
Assistant Secretary	Catherine Clark

**RECORD OF PROCEEDINGS**

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**PUBLIC COMMENT**

There was no public comment.  
\_\_\_\_\_

**OTHER MATTERS**

There were no other matters for discussion.  
\_\_\_\_\_

**ADJOURNMENT**

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

Respectfully submitted,

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



**RESOLUTION NO. 2023-11-01**

**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 2024 shall be held on June \_\_, 2024 and November \_\_, 2024 at 9:30 a.m., via Zoom.
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. the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.
7. That the District has established the following District Website, <https://www.citysetmd2.Colorado.gov>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6- 402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.
8. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:
  - (a) Parking sign within the boundaries of the District
9. Special District Management Services, Inc., or his/her designee, is hereby appointed to post the above-referenced notices.

**[SIGNATURE PAGE FOLLOWS]**

**[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 28, 2023.

**CITYSET METROPOLITAN DISTRICT NO. 2**

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

Attest:

\_\_\_\_\_  
Secretary

Released  
7/10/23

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1642 <i>m</i>						
06/20/2023	Haynie and Company	C70174	Audit	1-615	2,100.00	2,100.00
Total 1642:						2,100.00 ✓
1643 <i>m</i>						
06/20/2023	KONE	871063143	Repair and maintenance	1-805	550.80	550.80
Total 1643:						550.80 ✓
1644 <i>m</i>						
06/20/2023	McGeady Becher P.C.	1096W 04/2023	Legal	1-675	2,421.48	2,421.48
Total 1644:						2,421.48 ✓
1645 <i>m</i>	Picked up from SDMS office 7/10/23					
06/20/2023	Powder Country LLC	2914	Landscape Improvement	1-804	12,713.75	12,713.75
06/20/2023	Powder Country LLC	2915	Repair and maintenance	1-805	1,297.50	1,297.50
06/20/2023	Powder Country LLC	2942-A	Landscape Improvement	1-804	1,400.00	1,400.00
Total 1645:						15,411.25 ✓
1646 <i>m</i>						
06/20/2023	Ramey Environmental, Inc	25744	Repair and maintenance	1-805	612.38	612.38
06/20/2023	Ramey Environmental, Inc	25827	Repair and maintenance	1-805	2,060.00	2,060.00
Total 1646:						2,672.38 ✓
1647 <i>m</i>						
06/20/2023	Simmons & Wheeler, P.C.	35463	Management and Accoun	1-612	915.00	915.00
06/20/2023	Simmons & Wheeler, P.C.	35740	Management and Accoun	1-612	804.00	804.00
Total 1647:						1,719.00 ✓
1648 <i>m</i>						
06/20/2023	Sonley Retail, LLC	105	Repair and maintenance	1-805	3,409.60	3,409.60
Total 1648:						3,409.60 ✓
1649 <i>C</i>						
06/20/2023	Special Dist Management Srvs	05/2023	Miscellaneous	1-685	427.65	427.65
06/20/2023	Special Dist Management Srvs	05/2023	Election	1-635	256.00	256.00
06/20/2023	Special Dist Management Srvs	05/2023	Management and Accoun	1-612	402.40	402.40
06/20/2023	Special Dist Management Srvs	05/2023	Management and Accoun	1-612	1,266.60	1,266.60
Total 1649:						2,352.65 ✓
1650 <i>m</i>						
06/20/2023	Yesco LLC	INY-0433653	Repair and maintenance	1-805	4,760.78	4,760.78
06/20/2023	Yesco LLC	INY-0438128	Repair and maintenance	1-805	1,438.47	1,438.47
Total 1650:						6,199.25 ✓
Grand Totals:						36,836.41

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1642						
06/20/2023	Haynie and Company	C70174	Audit	1-615	2,100.00	2,100.00
Total 1642:						2,100.00
1643						
06/20/2023	KONE	871063143	Repair and maintenance	1-805	550.80	550.80
Total 1643:						550.80
1644						
06/20/2023	McGeady Becher P.C.	1096W 04/2023	Legal	1-675	2,421.48	2,421.48
Total 1644:						2,421.48
1645						
06/20/2023	Powder Country LLC	2914	Landscape Improvement	1-804	12,713.75	12,713.75
06/20/2023	Powder Country LLC	2915	Repair and maintenance	1-805	1,297.50	1,297.50
06/20/2023	Powder Country LLC	2942-A	Landscape Improvement	1-804	1,400.00	1,400.00
Total 1645:						15,411.25
1646						
06/20/2023	Ramey Environmental, Inc	25744	Repair and maintenance	1-805	612.38	612.38
06/20/2023	Ramey Environmental, Inc	25827	Repair and maintenance	1-805	2,060.00	2,060.00
Total 1646:						2,672.38
1647						
06/20/2023	Simmons & Wheeler, P.C.	35463	Management and Accoun	1-612	915.00	915.00
06/20/2023	Simmons & Wheeler, P.C.	35740	Management and Accoun	1-612	804.00	804.00
Total 1647:						1,719.00
1648						
06/20/2023	Sonley Retail, LLC	105	Repair and maintenance	1-805	3,409.60	3,409.60
Total 1648:						3,409.60
1649						
06/20/2023	Special Dist Management Srvs	05/2023	Miscellaneous	1-685	427.65	427.65
06/20/2023	Special Dist Management Srvs	05/2023	Election	1-635	256.00	256.00
06/20/2023	Special Dist Management Srvs	05/2023	Management and Accoun	1-612	402.40	402.40
06/20/2023	Special Dist Management Srvs	05/2023	Management and Accoun	1-612	1,266.60	1,266.60
Total 1649:						2,352.65
1650						
06/20/2023	Yesco LLC	INY-0433653	Repair and maintenance	1-805	4,760.78	4,760.78
06/20/2023	Yesco LLC	INY-0438128	Repair and maintenance	1-805	1,438.47	1,438.47
Total 1650:						6,199.25
Grand Totals:						36,836.41

**Cityset Metro District No.2**  
**June-23**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 36,836.41			\$ 36,836.41
	\$ -		\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$36,836.41</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$36,836.41</b>

**Cityset Metro District No.2**  
**July-23**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Expense Account</b>	<b>Account Number</b>	<b>Department</b>
Hilton Garden Inn Denver Cherry	53123	5/31/2023	5/31/2023	\$ 1,800.00	General labor	9545	1
Hilton Garden Inn Denver Cherry	63023	6/30/2023	6/30/2023	\$ 1,800.00	General labor	9545	1
KONE	871091215	7/1/2023	7/31/2023	\$ 550.80	Elevator R&M	9523	1
McGeady Becher, P.C.	05 31 23	5/31/2023	5/31/2023	\$ 2,254.30	Legal	9300	1
Powder Country LLC	2957	6/13/2023	6/30/2023	\$ 1,297.50	Landscape maintenance	9600	1
Powder Country LLC	2969-A	6/13/2023	6/30/2023	\$ 8,712.50	Landscape improvements	9610	1
Ramey Environmental Compliance, Inc	25893	6/22/2023	6/22/2023	\$ 612.38	Lift Station Operations	9535	1
Simmons & Wheeler, P.C.	35931	6/30/2023	6/30/2023	\$ 783.50	Accounting	9050	1
Special District Management Service	06 30 23	6/30/2023	6/30/2023	\$ 1,236.80	District Management	9100	1
Special District Management Service	06 30 23	6/30/2023	6/30/2023	\$ 96.00	Election expense	9310	1
Special District Management Service	06 30 23	6/30/2023	6/30/2023	\$ 592.20	Accounting	9050	1
Special District Management Service	06 30 23	6/30/2023	6/30/2023	\$ 29.59	Miscellaneous	9450	1
The Villager Legals	11251	7/6/2023	7/6/2023	\$ 42.08	Miscellaneous	9450	1

\$19,807.65

**Cityset Metro District No.2**  
**July-23**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 19,807.65			\$ 19,807.65
	\$ -		\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$19,807.65</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$19,807.65</b>



**Cityset Metro District No.2  
August-23**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Expense Account</b>	<b>Account Number</b>	<b>Department</b>
Advanced Mudjacking, Inc.	2023-600.3	2/10/2023	2/10/2023	\$ 715.00	Surface Parking R&M	9524	1
Haynie & Company	C70933	6/30/2023	6/30/2023	\$ 2,200.00	Audit	9000	1
KONE	871116470	8/1/2023	8/31/2023	\$ 550.80	Elevator R&M	9523	1
McGeady Becher, P.C.	1096W 06/2023	6/30/2023	6/30/2023	\$ 2,535.99	Legal	9300	1
Powder Country LLC	3023	8/8/2023	8/8/2023	\$ 1,297.50	Landscape maintenance	9600	1
Powder Country LLC	3024	8/8/2023	8/8/2023	\$ 350.00	Landscape improvements	9610	1
Powder Country LLC	2988	7/18/2023	7/18/2023	\$ 1,297.50	Landscape maintenance	9600	1
Powder Country LLC	3008	7/25/2023	7/25/2023	\$ 2,500.00	Landscape improvements	9610	1
Powder Country LLC	3009	7/31/2023	7/31/2023	\$ 743.00	Landscape improvements	9610	1
Powder Country LLC	3005	7/25/2023	7/25/2023	\$ 2,500.00	Landscape improvements	9610	1
Ramey Environmental Compliance, Inc	26054	7/22/2023	7/22/2023	\$ 654.92	Lift Station Operations	9535	1
Sonley Retail LLC	106	7/24/2023	7/24/2023	\$ 3,475.73	Repairs and Maintenance	9520	1
Special District Management Service	Jul-23	7/31/2023	7/31/2023	\$ 1,278.60	District Management	9100	1
Special District Management Service	Jul-23	7/31/2023	7/31/2023	\$ 240.00	Election expense	9310	1
Special District Management Service	Jul-23	7/31/2023	7/31/2023	\$ 406.40	Accounting	9050	1
Special District Management Service	Jul-23	7/31/2023	7/31/2023	\$ 11.41	Miscellaneous	9450	1
YESCO LLC	INY-0449113	7/27/2023	8/26/2023	\$ 3,955.61	Repairs and Maintenance	9520	-

\$ 24,712.46

**Cityset Metro District No.2**  
**August-23**

	<b>General</b>	<b>Debt</b>	<b>Capital</b>	<b>Totals</b>
<b>Disbursements</b>	\$ 24,712.46			\$ 24,712.46
	\$ -		\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$24,712.46</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$24,712.46</b>

**Cityset Metro District No.2**

**September-23**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Expense Account</b>	<b>Account Number</b>	<b>Department</b>
Hilton Garden Inn Denver Cherry	83123	8/31/2023	8/31/2023	\$ 1,800.00	General labor	9545	1
Hilton Garden Inn Denver Cherry	73123	7/31/2023	7/31/2023	\$ 1,800.00	General labor	9545	1
KONE	871142695	9/1/2023	9/30/2023	\$ 550.80	Elevator R&M	9523	1
McGeady Becher, P.C.	07 31 23	7/31/2023	7/31/2023	\$ 1,664.36	Legal	9300	1
Powder Country LLC	3046	8/22/2023	8/22/2023	\$ 7,497.00	Landscape improvements	9610	1
Ramey Environmental Compliance, Inc	26220	8/22/2023	8/22/2023	\$ 612.38	Lift Station Operations	9535	1
Simmons & Wheeler, P.C.	36112	7/31/2023	7/31/2023	\$ 631.50	Accounting	9050	1
Special District Management Service	08 31 2023	8/31/2023	8/31/2023	\$ 1,767.80	District Management	9100	1
Special District Management Service	08 31 2023	8/31/2023	8/31/2023	\$ 192.00	Election expense	9310	1
Special District Management Service	08 31 2023	8/31/2023	8/31/2023	\$ 619.60	Accounting	9050	1
Special District Management Service	08 31 2023	8/31/2023	8/31/2023	\$ 13.99	Miscellaneous	9450	1
The Villager Legals	11268	8/17/2023	8/17/2023	\$ 48.06	Election expense	9310	1
				\$ 17,197.49			

**Cityset Metro District No.2**  
**September-23**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 17,197.49			\$ 17,197.49
	\$ -		\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$17,197.49</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$17,197.49</b>

**Cityset Metro District No.2**  
**October-23**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Department
Colorado Special Districts Property and Liability Pool	24WC-61118-0022	8/14/2023	8/14/2023	\$ 450.00	Prepaid Expenses	1360	-
Colorado Special Districts Property and Liability Pool	24PL-61117-1026	9/5/2023	9/5/2023	\$ 410.00	Prepaid Expenses	1360	-
KONE	871170112	10/1/2023	10/31/2023	\$ 550.80	Elevator R&M	9523	1
McGeady Becher, P.C.	08 31 2023	8/31/2023	8/31/2023	\$ 3,767.69	Legal	9300	1
Powder Country LLC	3056	9/12/2023	10/4/2023	\$ 1,297.50	Landscape maintenance	9600	1
Powder Country LLC	3080	10/3/2023	10/3/2023	\$ 1,297.50	Landscape maintenance	9600	1
Ramey Environmental Compliance, Inc	26303	9/5/2023	9/5/2023	\$ 388.00	Lift Station Operations	9535	1
Ramey Environmental Compliance, Inc	26337	9/18/2023	10/18/2023	\$ 1,450.10	Lift Station Operations	9535	1
Ramey Environmental Compliance, Inc	26375	9/22/2023	9/22/2023	\$ 612.38	Lift Station Operations	9535	1
Ramey Environmental Compliance, Inc	26454	10/4/2023	10/4/2023	\$ 964.77	Lift Station Operations	9535	1
Simmons & Wheeler, P.C.	36260	8/31/2023	8/31/2023	\$ 1,406.50	Accounting	9050	1
Sonley Retail LLC	107	9/20/2023	9/20/2023	\$ 3,548.93	Valet Service	9528	1
Special District Management Service	09 30 23	9/30/2023	9/30/2023	\$ 1,461.60	District Management	9100	1
Special District Management Service	09 30 23	9/30/2023	9/30/2023	\$ 32.00	Election expense	9310	1
Special District Management Service	09 30 23	9/30/2023	9/30/2023	\$ 431.40	Accounting	9050	1
Special District Management Service	09 30 23	9/30/2023	9/30/2023	\$ 10.00	Miscellaneous	9450	1
T. Charles Wilson Insurance Service	13265	9/14/2023	9/14/2023	\$ 595.00	Prepaid Expenses	1360	-
Top Gun Pressure Washing LLC	64378	9/24/2023	10/24/2023	\$ 7,250.00	Repairs and Maintenance	9520	-
United Rentals (North America), Inc	223398176-001	8/31/2023	8/31/2023	\$ 1,069.63	Repairs and Maintenance	9520	-
United Rentals (North America), Inc	223398560-001	8/31/2023	8/31/2023	\$ 237.09	Repairs and Maintenance	9520	-
				\$ 27,230.89			

**Cityset Metro District No.2**  
**October-23**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 27,230.89			\$ 27,230.89
	\$ -		\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$27,230.89</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$27,230.89</b>

CitySet Metropolitan District No. 2  
Financial Statements  
September 30, 2023

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, 2023, 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 15, 2023  
Englewood, Colorado



CitySet Metropolitan District No. 2  
 Combined Balance Sheet  
 September 30, 2023

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	\$ -	\$ -	\$ 34,679	\$ -	\$ 34,679
Colotrust	86,347	-	-	-	86,347
Zion's Bank	-	-	1,569,291	-	1,569,291
Sales and Lodging Receivable	-	-	67,027	-	67,027
PIF Receivable	158,117	-	-	-	158,117
Developer advances receivable	39,416	-	-	-	39,416
	283,880	-	1,670,997	-	1,954,877
<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	-	-	-	(3,095,893)	(3,095,893)
Amount available in debt service fund	-	-	-	1,915,461	1,915,461
Amount to be provided for retirement of debt	-	-	-	15,443,223	15,443,223
	-	-	-	30,116,600	30,116,600
	\$ 283,880	\$ -	\$ 1,670,997	\$ 30,116,600	\$ 32,071,477
<b>Liabilities and Equity</b>					
<b>Current liabilities</b>					
Accounts payable	\$ 39,416	\$ -	\$ -	\$ -	\$ 39,416
Due to/from other funds	244,464	-	(244,464)	-	-
	283,880	-	(244,464)	-	39,416
2020 Bonds	-	-	-	17,165,000	17,165,000
Developer Advance	-	-	-	193,684	193,684
<b>Total liabilities</b>	283,880	-	(244,464)	17,358,684	17,398,100
<b>Fund Equity</b>					
Investment in improvements	-	-	-	12,757,916	12,757,916
Fund balance (deficit)	-	-	1,915,461	-	1,915,461
	-	-	1,915,461	12,757,916	14,673,377
	\$ 283,880	\$ -	\$ 1,670,997	\$ 30,116,600	\$ 32,071,477

CitySet Metropolitan District No. 2  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Budget and Actual  
For Nine Months Ended September 30, 2023  
General Fund

See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)
<b>Revenues</b>			
PIF Collections	\$ 820,000	\$ 648,386	\$ (171,614)
Developer advances	-	95,184	95,184
Transfer from other funds - waterfall	224,656	-	(224,656)
Transfer from Capital Projects Fund	-	126	126
Other income	-	7,232	7,232
Interest income	2,000	3,656	1,656
	<u>1,046,656</u>	<u>754,584</u>	<u>(292,072)</u>
<b>Expenditures</b>			
Management	24,000	13,896	10,104
Accounting	25,000	13,881	11,119
Audit	6,500	6,100	400
Election Expense	3,000	2,172	828
Insurance/SDA Dues	29,000	29,771	(771)
Legal	32,000	18,015	13,985
PIF Collection Fee	16,400	12,968	3,432
Miscellaneous	4,000	1,243	2,757
Repairs & Maintenance	15,000	19,753	(4,753)
Valet Service	-	30,754	(30,754)
Security Systems Repair & Maintenance	5,000	-	5,000
Landscape Maintenance	30,000	6,488	23,512
Landscape Improvements	50,000	36,416	13,584
Holiday Lighting	10,000	-	10,000
Garage Repair & Maintenance	5,000	-	5,000
Elevator Repair & Maintenance	15,000	4,957	10,043
Surface Parking Repair & Maintenance	15,000	715	14,285
Lift Station Operations	20,000	16,575	3,425
Snow Removal	85,000	28,332	56,668
Furnishings	25,000	-	25,000
General Labor	13,500	16,200	(2,700)
Developer repayment - principal	44,750	-	44,750
Transfer to Debt Service Fund	686,062	496,348	189,714
Contingency	178,400	-	178,400
Emergency reserve	12,447	-	12,447
	<u>1,350,059</u>	<u>754,584</u>	<u>595,475</u>
Excess (deficiency) of revenues over expenditures	(303,403)	-	303,403
Fund balance - beginning	<u>303,403</u>	<u>-</u>	<u>(303,403)</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, 2023  
Capital Projects Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Interest income	\$ <u>75</u>	\$ <u>126</u>	\$ <u>51</u>
	<u>75</u>	<u>126</u>	<u>51</u>
Expenditures			
Transfer to General Fund	-	126	(126)
Miscellaneous Improvements	<u>15,420</u>	<u>-</u>	<u>15,420</u>
	<u>15,420</u>	<u>126</u>	<u>15,294</u>
Excess (deficiency) of revenues over expenditures	(15,345)	-	15,345
Fund balance - beginning	<u>15,345</u>	<u>-</u>	<u>(15,345)</u>
Fund balance - ending	<u><u>\$ -</u></u>	<u><u>\$ -</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, 2023  
Debt Service Fund

See Accountant's Compilation Report


	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
<b>Revenues</b>			
Sales and Lodging Tax - TIF Collection	\$ 395,000	\$ 274,731	\$ (120,269)
Property Tax Increment Rev	330,640	348,314	17,674
Transfer from General Fund	686,062	496,348	(189,714)
Interest income	<u>5,000</u>	<u>35,411</u>	<u>30,411</u>
	<u>1,416,702</u>	<u>1,154,804</u>	<u>(261,898)</u>
<b>Expenditures</b>			
Principal payment - 2020 Bonds	475,000	-	475,000
Interest Expense - 2020 Bonds	705,725	352,862	352,863
TIF Collection Fee	1,975	1,374	601
PropTax increment collection	1,653	1,742	(89)
Transfer to other funds	224,656	-	224,656
Paying agent fees	<u>4,000</u>	<u>-</u>	<u>4,000</u>
	<u>1,413,009</u>	<u>355,978</u>	<u>1,057,031</u>
Excess (deficiency) of revenues over expenditures	3,693	798,826	795,133
Fund balance - beginning	<u>749,269</u>	<u>1,116,635</u>	<u>367,366</u>
Fund balance - ending	<u>\$ 752,962</u>	<u>\$ 1,915,461</u>	<u>\$ 1,162,499</u>



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

 303-734-4800

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

November 21, 2023

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, 2023.

### **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, 2023.

Accounting standards generally accepted in the United States of America (GAAP) 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 (GAAS). 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.

Our audit of the financial statements does not relieve you of your responsibilities.

#### **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 with the oversight of those charged with governance.

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.

#### **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 \$7,300 for the audit and \$2,000 for financial statement preparation. 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 2024 and to issue our report by June 2024.

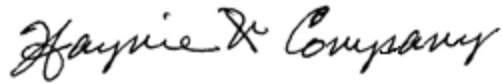


**Reporting**

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

**CitySet Metropolitan District No. 2**  
**Amended Budget**  
**Debt Service Fund**  
**For the Year ended December 31, 2023**

	Adopted Budget <u>2023</u>	Amended Budget <u>2023</u>
Beginning fund balance	\$ 749,269	\$ 1,116,635
Revenues:		
Sales Tax - TIF Collections	225,000	175,000
Lodging Tax - TIF Collections	170,000	165,000
Property Tax Increment Revenue	330,641	348,500
Transfer from General Fund	686,062	679,062
Interest Income	<u>5,000</u>	<u>40,000</u>
Total revenues	<u>1,416,703</u>	<u>1,407,562</u>
Total funds available	<u>2,165,971</u>	<u>2,524,197</u>
Expenditures:		
2020 Bond Principal	475,000	475,000
2020 Bond Interest	705,725	705,725
Costs of Issuance	-	-
Transfer excess to GF	224,656	411,832
Paying Agent Fees	4,000	4,000
TIF Collection Fee	1,975	1,700
Tax Increment Collection Fee	<u>1,653</u>	<u>1,743</u>
Total expenditures	<u>1,413,009</u>	<u>1,600,000</u>
Ending fund balance	<u>\$ 752,962</u>	<u>\$ 924,197</u>



PK Kaiser, MBA, MS

Assessor

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

August 24, 2023

AUTH 4196 CITYSET METRO DIST #2  
SPECIAL DISTRICT MANAGEMENT  
SERVICES INC  
C/O MATT COHRS  
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 2023 of:

\$11,213,405

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

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

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

PK Kaiser, MBA, MS  
Arapahoe County Assessor

enc

## CERTIFICATION OF VALUATION BY ARAPAHOE COUNTY ASSESSOR

New Tax Entity       YES    NO

Date: August 24, 2023

**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 2023:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	7,004,196
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	11,213,405
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	4,061,140
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	7,152,265
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.): ☐	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.
- ☐ 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 2023:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	37,116,038
--	----	----	------------

**ADDITIONS TO TAXABLE REAL PROPERTY**

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

**DELETIONS FROM TAXABLE REAL PROPERTY**

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

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

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

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

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

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

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

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

### CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners<sup>1</sup> of \_\_\_\_\_, Colorado.

On behalf of the \_\_\_\_\_,  
(taxing entity)<sup>A</sup>

the \_\_\_\_\_,  
(governing body)<sup>B</sup>

of the \_\_\_\_\_,  
(local government)<sup>C</sup>

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ \_\_\_\_\_ assessed valuation of: (GROSS<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area<sup>F</sup> the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ \_\_\_\_\_ (NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57) USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: \_\_\_\_\_ for budget/fiscal year \_\_\_\_\_ (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY <sup>2</sup>	REVENUE <sup>2</sup>
1. General Operating Expenses <sup>H</sup>	_____ mills	\$ _____
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction <sup>I</sup>	< _____ > mills	\$ < _____ >
<b>SUBTOTAL FOR GENERAL OPERATING:</b>	<input type="text"/> mills	\$ <input type="text"/>
3. General Obligation Bonds and Interest <sup>J</sup>	_____ mills	\$ _____
4. Contractual Obligations <sup>K</sup>	_____ mills	\$ _____
5. Capital Expenditures <sup>L</sup>	_____ mills	\$ _____
6. Refunds/Abatements <sup>M</sup>	_____ mills	\$ _____
7. Other <sup>N</sup> (specify): _____	_____ mills	\$ _____
_____	_____ mills	\$ _____
<b>TOTAL:</b> [ Sum of General Operating Subtotal and Lines 3 to 7 ]	<input type="text"/> mills	\$ <input type="text"/>

Contact person: \_\_\_\_\_ Daytime phone: ( ) \_\_\_\_\_  
(print)  
Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

<sup>1</sup> If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.  
<sup>2</sup> Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's FINAL certification of valuation).

**CERTIFICATION OF TAX LEVIES, continued**

**THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.).** Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

**CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:**

**BONDS<sup>J</sup>:**

- 1. Purpose of Issue: \_\_\_\_\_  
Series: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_  
Coupon Rate: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_
  
- 2. Purpose of Issue: \_\_\_\_\_  
Series: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_  
Coupon Rate: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_

**CONTRACTS<sup>K</sup>:**

- 3. Purpose of Contract: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Principal Amount: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_
  
- 4. Purpose of Contract: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Principal Amount: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

RESOLUTION NO. 2023 - 11 - \_\_  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CITYSET METROPOLITAN DISTRICT NO. 2  
TO ADOPT THE 2024 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 2024 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, 2023, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 15, 2023, 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 2024 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

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

ADOPTED this 15th day of November, 2023.

---

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 2024, duly adopted at a meeting of the Board of Directors of the CitySet Metropolitan District No. 2 held on November 15, 2023.

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

RESOLUTION NO. 2023- 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 2024 annual budget in accordance with the Local Government Budget Law on November 15, 2023; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2024 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 2024 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 2024 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

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

ADOPTED this 15th day of November, 2023.

---

Secretary

(SEAL)

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

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 Certification of Mill Levies for the budget year 2024, duly adopted at a meeting of the Board of Directors of the CitySet Metropolitan District No. 2 held on November 15, 2023.

---

Secretary

**CitySet Metropolitan District No. 2**  
**Proposed Budget**  
**General Fund**  
**For the Year ended December 31, 2024**

	Actual <u>2022</u>	Adopted Budget <u>2023</u>	Actual <u>9/30/2023</u>	Estimate <u>2023</u>	Proposed Budget <u>2024</u>
Beginning fund balance	\$ 238,272	\$ -	\$ -	\$ -	\$ 310,760
Revenues:					
PIF Collections	717,506	820,000	648,386	815,000	830,000
Developer Advances	130,449	303,403	95,184	365,462	360,623
Interest and Miscellaneous Income	1,765	2,000	11,014	14,000	13,000
Transfer from debt service	13,155	224,656	-	286,760	144,361
Total revenues	<u>862,875</u>	<u>1,350,059</u>	<u>754,584</u>	<u>1,481,222</u>	<u>1,347,984</u>
Total funds available	<u>1,101,147</u>	<u>1,350,059</u>	<u>754,584</u>	<u>1,481,222</u>	<u>1,658,744</u>
Expenditures:					
Management	14,819	24,000	13,896	32,000	42,000
Accounting	16,685	25,000	13,881	25,000	25,000
Audit	6,000	6,500	6,100	6,100	6,500
Election	1,783	3,000	2,172	2,200	3,000
Insurance/ SDA Dues	26,778	29,000	29,771	29,800	29,000
Legal	18,987	32,000	18,015	30,000	32,000
PIF Collection Fee	14,350	16,400	12,968	16,300	16,600
Miscellaneous	3,367	4,000	1,243	3,000	4,000
Repair and Maintenance	27,771	15,000	19,753	25,000	15,000
Valet Service	-	-	30,754	42,000	42,000
Security Systems Repair and mainter	-	5,000	-	3,000	5,000
Landscape Maintenance	21,343	30,000	6,488	30,000	30,000
Landscape Improvements	19,810	50,000	36,416	50,000	50,000
Holiday Lighting	8,753	10,000	-	10,000	10,000
Garage Repair and Maintenance	-	5,000	-	5,000	5,000
Elevator Repair and Maintenance	2,916	15,000	4,957	15,000	15,000
Surface Parking Repair and Mainten:	7,060	15,000	715	15,000	15,000
Lift Station Operations	17,463	20,000	16,575	20,000	20,000
Snow Removal	105,857	85,000	28,332	85,000	85,000
Furnishings	-	25,000	-	25,000	25,000
General Labor	13,367	13,500	16,200	22,000	13,500
Transfer to Debt Service Fund	507,752	686,062	496,348	679,062	692,023
Transfer to Capital Projects Fund	2,944	-	-	-	-
Repay developer	263,342	130,449	-	-	310,760
Contingency	-	92,701	-	-	153,108
Emergency Reserve	-	12,447	-	-	14,253
Total expenditures	<u>1,101,147</u>	<u>1,350,059</u>	<u>754,584</u>	<u>1,170,462</u>	<u>1,658,744</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 310,760</u>	<u>\$ -</u>
Gross Total Taxable AV		\$ 10,966,574			\$ 11,213,405
Less Total TIF		<u>3,962,378</u>			<u>4,061,140</u>
Assessed valuation		<u>\$ 7,004,196</u>			<u>\$ 7,152,265</u>
Mill Levy		<u>-</u>			<u>-</u>

**CitySet Metropolitan District No. 2**  
**Proposed Budget**  
**Capital Projects Fund**  
**For the Year ended December 31, 2024**

	Actual <u>2022</u>	Adopted Budget <u>2023</u>	Actual <u>9/30/2023</u>	Estimate <u>2023</u>	Proposed Budget <u>2024</u>
Beginning fund balance	\$ 15,270	\$ 15,345	\$ -	\$ -	\$ -
Revenues:					
Interest Income	167	75	126	126	-
Transfers from other funds	<u>2,944</u>	-	-	-	-
Total revenues	<u>3,111</u>	<u>75</u>	<u>126</u>	<u>126</u>	-
Total funds available	<u>18,381</u>	<u>15,420</u>	<u>126</u>	<u>126</u>	-
Expenditures:					
Miscellaneous improvements	18,381	15,420	-	-	-
Other	<u>-</u>	<u>-</u>	<u>126</u>	<u>126</u>	<u>-</u>
Total expenditures	<u>18,381</u>	<u>15,420</u>	<u>126</u>	<u>126</u>	-
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**CitySet Metropolitan District No. 2**  
**Proposed Budget**  
**Debt Service Fund**  
**For the Year ended December 31, 2024**

	Actual <u>2022</u>	Adopted Budget <u>2023</u>	Actual <u>9/30/2023</u>	Estimate <u>2023</u>	Proposed Budget <u>2024</u>
Beginning fund balance	\$ 1,141,423	\$ 749,269	\$ 1,116,635	\$ 1,116,635	\$ 1,049,269
Revenues:					
Sales Tax - TIF Collections	159,724	225,000	142,431	175,000	180,000
Lodging Tax - TIF Collections	145,302	170,000	132,300	165,000	170,000
Property Tax Increment Revenue	340,152	330,640	348,314	348,500	338,882
Transfer from General Fund	507,752	686,062	496,348	679,062	692,023
Interest Income	<u>13,137</u>	<u>5,000</u>	<u>35,411</u>	<u>40,000</u>	<u>40,000</u>
Total revenues	<u>1,166,067</u>	<u>1,416,702</u>	<u>1,154,804</u>	<u>1,407,562</u>	<u>1,420,905</u>
Total funds available	<u>2,307,490</u>	<u>2,165,971</u>	<u>2,271,439</u>	<u>2,524,197</u>	<u>2,470,174</u>
Expenditures:					
2020 Bond Principal	450,000	475,000	-	475,000	580,000
2020 Bond Interest	721,475	705,725	352,862	705,725	689,100
Transfer excess to GF	13,155	224,656	-	286,760	144,361
Paying Agent Fees	3,000	4,000	-	4,000	4,000
TIF Collection Fee	1,525	1,975	1,374	1,700	1,750
Tax Increment Collection Fee	<u>1,700</u>	<u>1,653</u>	<u>1,742</u>	<u>1,743</u>	<u>1,694</u>
Total expenditures	<u>1,190,855</u>	<u>1,413,009</u>	<u>355,978</u>	<u>1,474,928</u>	<u>1,420,905</u>
Ending fund balance	<u>\$ 1,116,635</u>	<u>\$ 752,962</u>	<u>\$ 1,915,461</u>	<u>\$ 1,049,269</u>	<u>\$ 1,049,269</u>
Gross Total Taxable AV		<u>\$ 10,966,574</u>			<u>\$ 11,213,405</u>
Less Total TIF		<u>\$ 3,962,378</u>			<u>\$ 4,061,140</u>
Assessed valuation		<u>\$ 7,004,196</u>			<u>\$ 7,152,265</u>
Required Reserve Fund	2020 Surplus	<u>\$ 749,269</u>	2020 Surplus		<u>\$ 749,269</u>



## AMENDMENT TO 2023 OPERATION FUNDING AGREEMENT

This **AMENDMENT TO 2023 OPERATION FUNDING AGREEMENT** (“**Amendment**”) is made and entered into this 28<sup>th</sup> day of November, 2023, with an effective date of January 1, 2023, by and between **CITYSET METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and **OXBRIDGE PROPERTIES, INC.**, a Colorado corporation (the “**Developer**”) (individually, each a “**Party**” and collectively the “**Parties**”).

### RECITALS

- A. The District and the Developer entered into that certain 2023 Operation Funding Agreement, dated November 16, 2022, and effective as of January 1, 2023, (the “**Agreement**”), whereby the Developer agreed to advance funds to the District for operations and maintenance expenses.
- B. Pursuant to the Agreement, the obligation of the Developer to fund the Shortfall Amount expires on December 31, 2023.
- C. The District anticipates that it will not have sufficient revenues to make payment of its operations and maintenance expenses through fiscal year 2023.
- D. The District and the Developer desire to amend the provisions of the Agreement pertaining to the Shortfall Amount.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

### COVENANTS AND AGREEMENTS

- 1. All terms which are not defined herein shall have the same meaning as set forth in the Agreement.
- 2. Amendment to Section 1 of the Agreement. Section 1 of the Agreement is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:
  - 1. Acknowledgement of Anticipated Shortfalls. The District anticipates a shortfall in revenues available for operations and maintenance expenses to be incurred for fiscal year 2023 in an aggregate amount of Three Hundred Sixty Thousand Dollars (\$360,000.00) (the “**Shortfall Amount**”).
- 3. Except as expressly set forth in this Amendment, all provisions of the Agreement remain unchanged and in full force and effect, valid and binding on the parties thereto.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE TO AMENDMENT TO 2023 OPERATION FUNDING  
AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first set forth above.

**CITYSET METROPOLITAN DISTRICT  
NO. 2**, a quasi-municipal corporation and  
political subdivision of the State of Colorado

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

Attest:

\_\_\_\_\_  
Secretary

**OXBRIDGE PROPERTIES, INC.**, a  
Colorado corporation

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

## **2024 OPERATION FUNDING AGREEMENT**

This **2023 OPERATION FUNDING AGREEMENT** (“**Agreement**”) is made and entered into this 28<sup>th</sup> day of November, 2023, with an effective date of the 1<sup>st</sup> day of January, 2024, by and between **CITYSET METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **OXBRIDGE PROPERTIES, INC.**, a Colorado corporation (the “**Developer**”) (individually, each a “**Party**” and collectively, the “**Parties**”).

### **RECITALS**

- A. The Developer is developing property within a project located in the City of Glendale, Arapahoe County, Colorado, commonly known as CitySet (the “**Property**”).
- B. The Property is within the boundaries and/or service area of the District.
- C. The District was organized on March 3, 2011 (“**Organization Date**”).
- D. Pursuant to the authority granted to the District by its Service Plan, as approved by the City of Glendale on August 3, 2010, as it may be amended from time to time (the “**Service Plan**”), the District intends to construct and/or acquire certain public improvements and provide certain services to benefit properties within its boundaries and/or service area (the “**District Services**”).
- E. The District Services will benefit the Property.
- F. In order for the public improvements to be constructed and/or acquired it is necessary for the District to be able to pay its ongoing operations, maintenance and administrative expenses which enable it to provide the District Services.
- G. The District anticipates that it will not have sufficient revenues to make payment of its operations, maintenance and administrative expenses for fiscal year 2023.
- H. In order to enable the District to provide District Services, the Developer is willing to advance funds to the District or to pay consultants directly for operations, maintenance and administrative expenses pursuant to the terms of this Agreement.
- I. The District’s Service Plan authorizes the repayment of amounts advanced for operations, maintenance and administrative expenses, together with interest thereon, by the District.
- J. The District and the Developer desire to set forth the rights, obligations and procedures for the Developer to advance funds and for the District to reimburse the Developer for the advances made hereunder.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

## COVENANTS AND AGREEMENTS

1. Acknowledgement of Anticipated Shortfall. The District anticipates a shortfall in revenues available for operations, maintenance and administrative expenses to be incurred for fiscal year 2024 in an aggregate amount of Three Hundred Seventy Thousand Dollars (\$370,000.00) (the “**Shortfall Amount**”).

2. Payment of Shortfall. The Developer shall advance funds necessary to fund, or shall directly pay, the District’s operations, maintenance and administrative expenses on a periodic basis as needed for the fiscal year 2024 up to the Shortfall Amount. The District shall, from time to time, provide written notice to the Developer that an advance of all or part of the Shortfall Amount is required. The Developer shall make an advance of funds to the District within fifteen (15) days of receipt from the District of any such written notice that an advance of funds is required (“**Developer Advance**”).

3. Request for Additional Developer Advance. If the District requires additional advances above the Shortfall Amount from the Developer in order to meet its operation and maintenance expenses, the District shall request such additional funds in writing. Such request shall be accompanied by written explanation regarding the reasons additional funds are required. The Developer shall provide such additional funds within fifteen (15) days of receipt of notice requesting such funds. The amount of the additional funds shall be added to and included in the Shortfall Amount.

4. Accounting. The Developer shall provide the District with written documentation relative to any expenses paid directly to consultants. The District shall keep an accounting of each advance made by the Developer, including the accrued and unpaid interest on such advances, and shall provide unaudited financial statements reflecting this accounting to the Developer on a quarterly basis.

5. Repayment. The District hereby agrees that it is its intention to repay the amounts the Developer has advanced or directly paid pursuant to this Agreement, to the extent it has funds available from the imposition of its taxes, fees, rates, tolls, penalties and charges, and from any other revenue legally available, after the payment of its annual debt service obligations and annual operations, maintenance and administrative expenses, which repayment is subject to annual budget and appropriation. Simple interest shall accrue on each Developer Advance from the date of deposit into the District’s account or from the date of direct payment by the Developer, until paid, at the rate of eight percent (8%) per annum. It is hereby agreed and acknowledged that this Agreement evidences an intent to reimburse the Developer hereunder, but that this Agreement shall not constitute a debt or indebtedness of the District within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation, and the making of any reimbursement hereunder shall be at all times subject to annual appropriation by the District in its absolute discretion. By acceptance of this Agreement, the Developer agrees and consents to all of the limitations in respect of the payment of the principal and interest due hereunder and in the District’s Service Plan.

6. Priority of Payments. Subject to the provisions of Section 5 above, payments to reimburse the Developer shall be made on December 2 of each year and shall be applied as

follows: first to the accrued and unpaid interest and then to the principal amount due pursuant to this Agreement.

7. Representations. The Developer hereby represents and warrants to and for the benefit of the District as follows:

(a) The Developer is a Colorado limited liability company in good standing and qualified to conduct business under the laws of the State of Colorado.

(b) The Developer has the full power and legal authority to enter into this Agreement. Neither the execution and delivery of this Agreement nor the compliance by the Developer with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which the Developer is a party or by which the Developer is or may be bound. The Developer has taken or performed all requisite acts or actions which may be required by its organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement.

(c) The Developer represents that it has sufficient available funds to fulfill its obligations under this Agreement.

The foregoing representations and warranties are made as of the date hereof and shall be deemed continually made by the Developer to the District for the entire term of this Agreement.

8. Term/Repose. Any obligation of the Developer to advance funds will expire upon advance to the District of amounts sufficient to pay expenses incurred in 2024, not to exceed the Shortfall Amount unless agreed to in writing by the Parties. Any obligation of the District to reimburse the Developer shall expire on December 31, 2064. In the event the District has not reimbursed the Developer for any Developer Advance(s) made pursuant to this Agreement on or before December 31, 2064, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full.

9. Termination of Reimbursement Obligations. Notwithstanding any provision herein to the contrary, the District's obligations to reimburse the Developer for any and all funds advanced or otherwise payable to the Developer under and pursuant to this Agreement (whether the Developer has already advanced or otherwise paid such funds or intends to make such advances or payments in the future) shall terminate automatically and be of no further force or effect upon the occurrence of: (a) the Developer's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; (b) administrative dissolution (or other legal process not initiated by the Developer dissolving the Developer as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process; or (c) the initiation of bankruptcy, receivership or similar process or actions with regard to the Developer (whether voluntary or involuntary). The termination of the District's reimbursement obligations as set forth in this Section shall be absolute and binding upon the Developer, its successors and assigns. The Developer, by its execution of this Agreement, waives and releases any and all claims and rights, whether existing now or in the future, against

the District relating to or arising out of the District's reimbursement obligations under this Agreement in the event that any of the occurrences described in this Section occur.

10. 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 FedEx 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 Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228  
Attention: Peggy Ripko  
Phone: 303-987-0835  
Email: pripko@sdmsi.com

With a copy to: McGeady Becher P.C.  
450 East 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203-1254  
Phone: 303-592-4380  
Email: legalnotices@specialdistrictlaw.com

To Developer: Oxbridge Properties, Inc.  
4949 S. Niagara Street, Suite 300  
Denver, Colorado 80237  
Attention: Navin Dimond  
Phone: 303-785-3100  
Email: ndimond@sbcos.com

With a copy to: Stonebridge Realty Advisors, Inc.  
4949 S. Niagara Street, Suite 300  
Denver, Colorado 80237  
Attention: Howard Pollack  
Phone: 303-785-3106  
Email: hpollack@sbcos.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed 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 or contact information.

11. Assignment. The Developer shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

12. 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 Developer 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 Developer shall be for the sole and exclusive benefit of the District and the Developer.

13. Default/Remedies. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

14. 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.

15. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

16. 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.

17. 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.

18. 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.

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

20. 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 Developer unless the same is in writing and duly executed by the Parties hereto.

**SIGNATURE PAGE FOLLOWS**



**[SIGNATURE PAGE TO 2024 OPERATION FUNDING AGREEMENT]**

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

**CITYSET METROPOLITAN DISTRICT  
NO. 2**, a quasi-municipal corporation and  
political subdivision of the State of Colorado

By: \_\_\_\_\_  
William G. Martinic, President

Attest:

\_\_\_\_\_  
Secretary

**OXBRIDGE PROPERTIES, INC.**, a Colorado  
corporation

By: \_\_\_\_\_  
Name: Navin Dimond  
Title: President

**RESOLUTION NO. 2023-11-**

**CITYSET METROPOLITAN DISTRICT NO. 2  
AMENDING POLICY ON COLORADO OPEN RECORDS ACT REQUESTS**

A. On December 2, 2013, CitySet Metropolitan District No. 2 (the “**District**”) adopted Resolution No. 2013-12-03 Regarding Colorado Open Records Act Requests, (the “**Resolution**”), in which the District adopted a policy related to Colorado Open Records Act Requests (the “**Policy**”).

B. In 2023, the Colorado General Assembly enacted Senate Bill 23-286, which provided for certain changes in the law related to Colorado Open Records Act Requests

C. The District desires to amend the Policy due to the legislative changes set forth in Senate Bill 23-286.

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

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Resolution.

2. Amendments to Policy. The Policy is hereby amended as follows:

(a) Amendment to Section 3 of the Resolution. Section 3 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“3. Within the period specified in Section 24-72-203(3)(a), C.R.S., as amended from time to time, the Official Custodian shall notify the record requester that a copy of the record is available, but will only be sent to the requester once the custodian either receives payment or makes arrangements for receiving payment for all costs associated with records transmission and for all other fees lawfully allowed, unless recovery of all or any portion of such costs or fees has been waived by the Official Custodian, or where prohibited or limited by law. Upon either receiving such payment or making arrangements to receive such payment at a later date, the Official Custodian shall provide the record(s) to the requester as soon as practicable, but no more than three (3) business days after receipt of, or making arrangements to receive, such payment.”

(b) Amendment to Section 5 of the Resolution. Section 5 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“5. The Official Custodian shall not charge a per-page fee for providing records in a digital or electronic format.”

(c) Amendment to Section 7 of the Resolution. Section 7 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“7. All requests for copies or inspection of public records of the District shall be submitted to the Official Custodian in writing. Such requests shall be delivered by the Official Custodian to the District’s legal counsel for review and legal advice regarding the lawful availability of records requested and related matters, including without limitation, whether to deny inspection or production of certain records or information for reasons set forth in Sections 24-72-204(2) and (3), C.R.S., as amended from time to time. The District may, from time to time, designate specific records for which written requests are not required and with respect to which review by legal counsel is not required; i.e., service plans, rules and regulations, minutes, etc. Such designations shall occur in the minutes of the meetings of the District.”

3. Except as expressly set forth herein, the Resolution continues to be effective without modification.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION NO. 2023-11-\_\_\_\_]**

RESOLUTION APPROVED AND ADOPTED ON November 15, 2023.

**CITYSET METROPOLITAN DISTRICT  
NO. 2**

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

Attest:

\_\_\_\_\_  
Secretary

## CHANGE ORDER

<b>Change Order No: 2</b>	<b>Date Issued: June 1, 2023</b>
<b>Name of Agreement: Service Agreement for Generator Maintenance</b>	
<b>Date of Agreement: December 1, 2020</b>	<b>District(s): CitySet Metropolitan District No. 2</b>
<b>Other Party/Parties: Generator Source, LLC</b>	

<p><b>CHANGE IN SCOPE OF SERVICES (describe):</b></p> <p style="text-align: center;">2023 Annual Preventative Maintenance, as described in the attached Proposal dated, June 5, 2023</p>
--

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
Original Price: \$2,220.95	Original Term: Expires December 31, 2021
Increase of this Change Order: \$3,092.50	New Term: Expires December 31, 2023
Price with all Approved Change Orders: \$8,189.45	Agreement Time with all Approved Change Orders:

<b>APPROVED:</b>	
By:	<i>Mark Hays</i>
District	

<b>APPROVED:</b>	
By:	<i>Emett Grazier</i>
Consultant	



# Quote

#QUO329

Date: 06/05/2023

Bill To :  
SDMSI Inc.  
141 Union Blvd  
Denver CO 80228  
United States

Ship To :  
City Set  
600 South Colorado Blvd  
Denver CO 80246  
United States

Contact:

Terms	Due Date	PO #	Sales Rep	Shipping Method
Net on Rec	07/05/2023		Carrie Schara	

Unit #	Make	Serial Number	kW	Hours	Customer Asset	Tech Reminders
UNIT-060131-NS	Onan	J810595332	50	827		Lock Code = 5505

**Service Notes:**

**PM Agreement For (12) Month Period Starting June 2023 Ending May 2024**

**\*\*Quote Acceptance Must Be Received Within 60 Days Otherwise Quote Will Expire\*\***

**\*\* All Services To Be Performed During Normal Hours Monday-Friday 7:00am To 4:00pm \*\***

**\* Annual Inspection PM2 Service:  
Perform Visual Inspection Of Unit - Stationary/Running Conditions  
Perform 30 Point Inspection.  
Replace:  
- Oil  
- Oil Filters  
- Fuel Filters  
- Coolant Filter (If/As Equipped/Needed)**

**Collect - Coolant & Oil Samples. Fuel Samples Collected At Additional Cost.  
Perform Breaker Integrity Test  
(Air Filters Will Be Inspected & Replaced At Additional Cost) If/As Needed  
(Belts Will Be Inspected & Replaced At Additional Cost Parts/Labor As If Needed.)**

**\* (4) Hour Load Bank Test:  
Start & Run Unit Up To Operating Temperature. Perform Visual Inspection. Apply Various Loads Starting At 25% Up To 50% To 75% Up To 80% Rated kW. Verify The Stability Of Volts/Hz In Which The Unit Responds To Various Loads Being Applied/Removed. Report Any/All Areas Of Concern In Need Of Adjustment/Repair If/As Needed.**

**\*\*Generator Source Is Not Responsible For Any Mechanical Failure While Performing Load Bank Test\*\***

**\* Semi-Annual Inspection PM/Service:  
Perform 30 Point Inspection  
Perform Functionality Test  
Collect - Coolant & Oil Samples**

**\*\* All Services To Be Performed During Normal Hours Monday-Friday 7:00am To 4:00pm \*\***

Disclaimer: By the acceptance of the equipment listed in this sales invoice (the "Equipment"), and by the payments of the amount required under this sales invoice, the above named buyer acknowledges and agrees that (a) Generator Source ("Seller") has not made, and specifically negates and disclaims, any representations, warranties, covenants or any implied warranty of merchantability of fitness for a particular purpose; (b) the equipment is being acquired by buyer on an "as-is" "where-is" basis with all faults; and any damages to a person or a property (including without limitation actual, consequential, exemplary or punitive damages), which arise out of, or relate to: (i) any damage which may be caused to the equipment during the manufacturing, repair, reconditioning, or shipping of the same; or (ii) the use, installation, operation, maintenance or removal of the equipment by buyer, its agent, employees or contractors. I understand that all the deposits are non-refundable. I have read and understand the above disclaimer. All sales final. Thanks for your business!



# Quote

#QUO329  
Date: 06/05/2023

Qty	Item	Description	Amount
1	PM Labor	Annual PM2	\$605.00
1	PM Labor	Semi-Annual PM2	\$346.50
1	Loadbank	4 Hour Load Bank Test	\$1,250.00
164	Mileage	Mileage - 2 Trips	\$451.00
4	Travel Time	Travel Time - 2 Trips	\$440.00
1	SSDF	SSDF - To Be Determined	\$0.00

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subtotal : \$3,092.50  
Sales Tax: \$0.00  
:  
Total : \$3,092.50  
Payments/  
Deposits :  
Balance :

### Payment Remittance

If by Check:	If by Domestic Wire:	If by International Wire:
Payable To: Generator Source LLC 625 Baseline Rd Brighton CO 80603	Bank:Amegy Bank Account Name:Generator Source LLC Account Number:5797105169 Bank ABA(Routing):113011258 Address:625 Baseline Rd Address Cont.:Brighton CO 80603	Bank:Amegy Bank Account Name:Generator Source LLC Account Number:5797105169 Bank ABA(Routing):113011258 SWIFT:ZFNBUS55 Address:625 Baseline Rd Address Cont.:Brighton CO 80603

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<b>Other Party/Parties: Generator Source, LLC</b>	

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Price with all Approved Change Orders: \$8,189.45	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>





# Quote

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141 Union Blvd  
Denver CO 80228  
United States

Ship To :  
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Denver CO 80246  
United States

Contact:

Terms	Due Date	PO #	Sales Rep	Shipping Method
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- Oil Filters  
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- Coolant Filter (If/As Equipped/Needed)**

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Date: \_\_\_\_\_

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All sales final. Thanks for your business!



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: October 12, 2023

RE: Notice of 2024 Rate Increase

A rectangular box containing 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 (6.0%) 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.