

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
Zach Lane	Treasurer	2025/May 2025
Ashley Dimond	Assistant Secretary	2027/May 2027
Mark Lionberger	Assistant Secretary	2025/May 2025
Catherine Clark	Assistant Secretary	2025/May 2025
David Solin	Secretary	not an elected position

DATE: December 3, 2024 (Tuesday)

TIME: 12:00 P.M.

PLACE: [Zoom Meeting](#)

** Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (dsolin@sdmsi.com or 303-987-0835) of their specific need(s) before the 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.

- B. Confirm Quorum, approve Agenda, confirm location of meeting and posting of meeting notice.

- C. Review and approve the Minutes of the August 14, 2024 Special Meeting (enclosures).

- D. Discuss business to be conducted in 2025 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates (suggested at 3:00 p.m. on the dates of June 18th and November 19th) and consider adoption of Resolution No. 2024-

12-01 Establishing Regular Meeting Dates, Time, Location and Designating Location for Posting 24-Hour Notices (enclosure).

E. Discuss Section 32-1-809, C.R.S., 2025 Transparency Notice reporting requirements and mode of eligible elector notification (Transparency Notice was posted on the SDA’s website in 2024).

F. Discuss District Website Accessibility.

II. PUBLIC COMMENTS

A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.

III. FINANCIAL MATTERS

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

Fund	Period Ending Aug. 31, 2024	Period Ending Sept. 30, 2024	Period Ending Oct. 31, 2024	Period Ending Nov. 30, 2024
General	\$ 27,338.47	\$ 25,677.56	\$ 36,310.32	\$ 30,515.73
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total Claims	\$ 27,338.47	\$ 25,677.56	\$ 36,310.32	\$ 30,515.73

B. Review and accept unaudited financial statements (enclosure).

C. Consider engagement of Haynie & Company to perform the 2024 Audit for an amount not to exceed \$_____ (enclosure).

D. Conduct Public Hearing to consider Amendment to 2024 Budget and consider adoption of Resolution No. 2024-12-___ to Amend the 2024 Budget and Appropriate Expenditures (if necessary).

E. Conduct Public Hearing on the proposed 2025 Budget and consider adoption of Resolutions to Adopt the 2025 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 2025 Budget).

- F. Discuss and authorize renewal of the District’s insurance and Special District Association membership for 2025.
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- G. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.
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- H. Acknowledge resignation of Simmons & Wheeler LLC as the District’s Accountant effective December 31, 2024 and consider engagement of Special District Management Services Inc. as the District’s Accountant effective January 1, 2025 (enclosure).
-

- I. Consider appointment of District Accountant to prepare the 2026 Budget and set date for public hearing to adopt the 2026 Budget (_____, 2025).
-

IV. LEGAL MATTERS

- A. Discuss May 6, 2025 election and consider adoption of Resolution Calling Regular Election for Directors on May 6, 2025, appointing the Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of mail ballot elections (enclosure). Self-Nomination forms are due by February 28, 2025. Discuss need for ballot questions/issues.
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V. PROJECTS – OPERATIONS/MAINTENANCE/CAPITAL REPAIRS

- A. Discuss establishment of Landscape Committee.
-
- B. Discuss 2025 services and consider approval of necessary service agreement(s) and/or change orders for related services (holiday lights, snow removal, landscape maintenance, operator services) (enclosures).
-

VI. OTHER MATTERS

- A. _____
-

VII. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2024.**

Informational Enclosure:

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

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
CITYSET METROPOLITAN DISTRICT NO. 2
HELD
AUGUST 14, 2024**

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 Wednesday, August 14, 2024, at 2:00 p.m. This District Board Meeting was held by conference call without any individuals (neither district representatives nor the general public) attending in person. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

William G. Martinic
Ashley Dimond
Mark Lionberger
Catherine Clark

Also In Attendance Were:

David Solin and Diana Garcia; Special District Management Services, Inc. (“SDMS”)

Paula Williams, Esq. and Tim O’Connor, Esq.; McGeady Becher P.C.

Kimberly Johannis; Simmons & Wheeler, P.C.

Mark Hays; Stonebridge Hospitality Management

Miguel Pena; Copford Capital Management

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes (“C.R.S.”) 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.

**ADMINISTRATIVE
MATTERS**

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

RECORD OF PROCEEDINGS

Following discussion, upon motion made by Director Dimond, seconded by Director Clark and, upon vote, unanimously carried, the Board approved the Agenda. The absence of Director Lane was not excused.

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 Dimond, seconded by Director Clark 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.

Designation of 24-hour Posting Location: Following discussion, upon motion duly made by Director Dimond, seconded by Director Clark and, upon vote, unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted at least 24-hours prior to each meeting on the District's website: <https://citysetmd2.colorado.gov/>.

Minutes: The Board reviewed the Minutes of the June 28, 2023 and November 28, 2023 Special Meetings.

Following discussion, upon motion duly made by Director Martinic, seconded by Director Dimond and, upon vote, unanimously carried, the Board approved the Minutes of the June 28, 2023 and November 28, 2023 Special Meetings.

District Website Accessibility: Mr. Solin updated the Board regarding District website accessibility matters.

**PUBLIC
COMMENT**

There was no public comment.

**FINANCIAL
MATTERS**

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

Fund	Period Ending Nov. 30, 2023	Period Ending Dec. 31, 2023	Period Ending Jan. 31, 2024	Period Ending Feb. 29, 2024
General	\$ 32,514.83	\$ 55,907.70	\$ 40,076.53	\$ 9,683.35
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total Claims	\$ 32,514.83	\$ 55,907.70	\$ 40,076.53	\$ 9,683.35

RECORD OF PROCEEDINGS

Fund	Period Ending March 31, 2024	Period Ending April 30, 2024	Period Ending May 31, 2024	Period Ending June 30, 2024
General	\$ 12,799.62	\$ 25,574.59	\$ 12,084.66	\$ 51,597.71
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total Claims	\$ 12,799.62	\$ 25,574.59	\$ 12,084.66	\$ 51,597.71

Fund	Period Ending July 31, 2024
General	\$ 14,863.64
Debt Service	\$ -0-
Capital Projects	\$ -0-
Total Claims	\$ 14,863.64

Following review, upon motion duly made by Director Martinic, seconded by Director Clark and, upon vote, unanimously carried, the Board ratified approval of the payment of claims.

Unaudited Financial Statements: Ms. Johans reviewed the unaudited financial statements through the period ending June 30, 2024.

Following review and discussion, upon motion duly made by Director Martinic, seconded by Director Dimond and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending June 30, 2024.

2023 Audit: Ms. Johans reviewed the 2023 draft audit with the Board.

Following discussion, upon motion duly made by Director Martinic, seconded by Director Dimond and, upon vote, unanimously carried, the Board approved the 2023 audit, subject to final review by Legal Counsel and authorized execution of the Representations Letter.

LEGAL MATTERS

2024 Capital Funding Agreement between the District and Oxbridge Properties, Inc.: The Board discussed potential capital expenditures.

Following discussion, it was determined that no capital expenditures are anticipated in 2024, therefore no agreement is necessary.

PROJECTS OPERATIONS/ MAINTENANCE/ CAPITAL REPAIRS

Establishment of and Appointment of Landscape Committee: The Board deferred discussion at this time.

Change Order No. 3 with Ambius for 2023/2024 Holiday Lighting: The Board discussed Change Order No. 3 from Ambius for 2023/2024 Holiday Lighting in the amount of \$6,227.50.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Martinic, seconded by Director Dimond and, upon vote, unanimously carried, the Board approved Change Order No. 3 with Ambius for 2023/2024 holiday lighting in the amount of \$6,227.50.

Service Agreement for 2023/2024 Snow Removal Services between the District and Powder Country LLC: The Board reviewed the Service Agreement for 2023/2024 Snow Removal Services between the District and Powder Country LLC.

Following discussion, upon motion duly made by Director Martinic, seconded by Director Dimond and, upon vote, unanimously carried, the Board ratified approved of the Service Agreement for 2023/2024 Snow Removal Services between the District and Powder Country LLC.

Change Order No. 3 to Service Agreement for Landscape Maintenance Services between the District and Powder Country LLC: The Board reviewed the Change Order No. 3 to Service Agreement for Landscape Maintenance Services between the District and Powder Country LLC for parking blocks installation in the amount of \$7,497.00.

Following discussion, upon motion duly made by Director Martinic, seconded by Director Dimond and, upon vote, unanimously carried, the Board ratified approval of Change Order No. 3 to Service Agreement for Landscape Maintenance Services between the District and Powder Country LLC for parking blocks installation in the amount of \$7,497.00.

Change Order No. 4 to Service Agreement for Landscape Maintenance Services between the District and Powder Country LLC: The Board reviewed the Change Order No. 4 to Service Agreement for Landscape Maintenance Services between the District and Powder Country LLC in the amount of \$29,334.80.

Following discussion, upon motion duly made by Director Martinic, seconded by Director Dimond and, upon vote, unanimously carried, the Board ratified approval of Change Order No. 4 to Service Agreement for Landscape Maintenance Services between the District and Powder Country LLC in the amount of \$29,334.80.

Change Order No. 5 to Service Agreement for Landscape Maintenance Services between the District and Powder Country LLC: The Board reviewed the Change Order No. 5 to Service Agreement for 2024 Landscape Maintenance Services for 2024 services and Summer Annuals in the amount of \$41,378.75.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Martinic, seconded by Director Dimond and, upon vote, unanimously carried, the Board ratified approval of Change Order No. 5 to Service Agreement for Landscape Maintenance Services for 2024 services and Summer Annuals in the amount of \$41,378.75.

Change Order No. 3 to Service Agreement for Operator Services between the District and Ramey Environmental Compliance, Inc.: The Board reviewed Change Order No. 3 to Service Agreement for Operator Services between the District and Ramey Environmental Compliance, Inc. for 2024 services in the amount of \$1,350.00.

Following discussion, upon motion duly made by Director Martinic, seconded by Director Dimond and, upon vote, unanimously carried, the Board ratified approved of Change Order No. 3 to Service Agreement for Operator Services between the District and Ramey Environmental Compliance, Inc. for 2024 services in the amount of \$1,350.00.

Proposal from Generator Source, LLC: The Board reviewed the proposal from Generator Source, LLC for Annual Inspection Service and considered authorizing preparation and execution of Change Order No. 3 to Service Agreement for Generator Maintenance between the District and Generator Source, LLC for 2023/2024 services in the amount of \$3,092.50.

Following discussion, upon motion duly made by Director Martinic, seconded by Director Dimond and, upon vote, unanimously carried, the Board approved the proposal from Generator Source, LLC for Annual Inspection Service and authorized preparation and execution of Change Order No. 3 to Service Agreement for Generator Maintenance between the District and Generator Source, LLC for 2023/2024 services in the amount of \$3,092.50.

OTHER MATTERS

Rescheduling November 28, 2024 Meeting and Budget Hearing: The Board discussed rescheduling the November 28, 2024 Meeting and Budget Hearing. The Board directed that the meeting be rescheduled.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

RESOLUTION NO. 2024-11-01

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 __, 2025 and November __, 2025 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 December 3, 2024.

CITYSET METROPOLITAN DISTRICT NO. 2

By

President

Attest:

Secretary

Cityset Metro District No.2
August-24

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Department
Flynn CPA, LLC	1029	7/18/2024	8/17/2024	\$ 5,000.00	Audit	9000	1
HD Supply Facilities Maintenance, L	9227891776	7/17/2024	8/16/2024	\$ 221.28	Surface Parking R&M	9524	1
HD Supply Facilities Maintenance, L	9227105529	6/21/2024	7/21/2024	\$ 119.67	Repairs and Maintenance	9520	1
Hilton Garden Inn Denver Cherry	63024	6/30/2024	6/30/2024	\$ 1,800.00	General labor	9545	1
KONE	871434413	8/1/2024	8/31/2024	\$ 581.10	Elevator R&M	9523	1
McGeady Becher, P.C.	06 30 24	6/30/2024	6/30/2024	\$ 2,182.48	Legal	9300	1
Powder Country LLC	3511	7/31/2024	7/31/2024	\$ 1,835.00	Landscape maintenance	9600	1
Powder Country LLC	3510	7/31/2024	7/31/2024	\$ 8,969.80	Landscape improvements	9610	1
Ramey Environmental Compliance, Inc	27934	7/22/2024	7/22/2024	\$ 655.25	Lift Station Operations	9535	1
Ramey Environmental Compliance, Inc	28027	7/31/2024	7/31/2024	\$ 140.00	Lift Station Operations	9535	1
Sonley Retail LLC	118	7/22/2024	8/21/2024	\$ 3,794.98	Valet Service	9528	1
Special District Management Service	07 31 24	7/31/2024	7/31/2024	\$ 1,220.20	District Management	9100	1
Special District Management Service	07 31 24	7/31/2024	7/31/2024	\$ 807.60	Accounting	9050	1
Special District Management Service	07 31 24	7/31/2024	7/31/2024	\$ 11.11	Miscellaneous	9450	1
				\$ 27,338.47			

Cityset Metro District No.2
August-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 27,338.47	\$ -	\$ -	\$ 27,338.47
	\$ -	\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$27,338.47	\$0.00	\$0.00	\$27,338.47

**Cityset Metro District No.2
September-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Department
ENVIRO-VAC, INC.	127838	3/22/2024	4/6/2024	\$ 450.00	Miscellaneous	9450	1
Hilton Garden Inn Denver Cherry	73124	7/31/2024	7/31/2024	\$ 1,800.00	General labor	9545	1
KONE	871460540	9/1/2024	10/1/2024	\$ 581.10	Elevator R&M	9523	1
McGeady Becher Cortese Williams P.C.	07 31 24	7/31/2024	7/31/2024	\$ 1,272.60	Legal	9300	1
Powder Country LLC	3528	8/19/2024	8/19/2024	\$ 675.00	Landscape maintenance	9600	1
Powder Country LLC	3558	9/5/2024	9/30/2024	\$ 507.00	Landscape maintenance	9600	1
Powder Country LLC	3522	7/19/2024	8/19/2024	\$ 465.00	Landscape maintenance	9600	1
Powder Country LLC	3533	8/19/2024	8/19/2024	\$ 925.00	Landscape maintenance	9600	1
Powder Country LLC	3559	9/5/2024	9/5/2024	\$ 925.00	Landscape maintenance	9600	1
Powder Country LLC	3560	9/5/2024	9/25/2024	\$ 1,835.00	Landscape maintenance	9600	1
Powder Country LLC	3542	8/26/2024	8/26/2024	\$ 2,535.00	Landscape maintenance	9600	1
Powder Country LLC	3526	8/19/2024	8/19/2024	\$ 850.00	Landscape maintenance	9600	1
Powder Country LLC	3530	8/19/2024	8/19/2024	\$ 320.00	Landscape maintenance	9600	1
Powder Country LLC	3531	8/19/2024	8/19/2024	\$ 515.00	Landscape maintenance	9600	1
Powder Country LLC	3525	7/19/2024	7/19/2024	\$ 950.00	Landscape maintenance	9600	1
Powder Country LLC	3529	8/19/2024	8/19/2024	\$ 615.00	Landscape maintenance	9600	1
Powder Country LLC	3532	8/19/2024	8/19/2024	\$ 1,152.00	Landscape maintenance	9600	1
Ramey Environmental Compliance, Inc	28111	8/22/2024	8/22/2024	\$ 655.25	Lift Station Operations	9535	1
Simmons & Wheeler, P.C.	38711	7/31/2024	7/31/2024	\$ 1,044.50	Accounting	9050	1
Sonley Retail LLC	119	8/22/2024	9/21/2024	\$ 3,261.72	Valet Service	9528	1
Special District Management Service	08 31 24	8/31/2024	8/31/2024	\$ 3,400.50	District Management	9100	1
Special District Management Service	08 31 24	8/31/2024	8/31/2024	\$ 881.50	Accounting	9050	1
Special District Management Service	08 31 24	8/31/2024	8/31/2024	\$ 61.39	Miscellaneous	9450	1
				\$ 25,677.56			

Cityset Metro District No.2
September-24

	General	Debt	Capital	Totals
Disbursements	\$ 25,677.56	\$ -	\$ -	\$ 25.00
	\$ -	\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$25,677.56	\$0.00	\$0.00	\$25.00

**Cityset Metro District No.2
October-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Department
Colorado Special Districts Property and Liability Pool	25WC-61118-0418	8/7/2024	8/7/2024	\$ 450.00	Prepaid Expenses	1360	1
Generator Source	INV96243	9/12/2024	10/12/2024	\$ 2,404.06	Repairs and Maintenance	9520	1
Hilton Garden Inn Denver Cherry	83124	8/31/2024	8/31/2024	\$ 1,800.00	General labor	9545	1
Hilton Garden Inn Denver Cherry	93024	9/30/2024	9/30/2024	\$ 1,800.00	General labor	9545	1
Hilton Garden Inn Denver Cherry	103124	10/31/2024	10/31/2024	\$ 1,800.00	General labor	9545	1
KONE	871488743	10/1/2024	10/31/2024	\$ 581.10	Elevator R&M	9523	1
McGeady Becher Cortese Williams P.C.	08 31 24	8/31/2024	8/31/2024	\$ 1,836.06	Legal	9300	1
Powder Country LLC	3565	9/16/2024	9/16/2024	\$ 1,835.00	Landscape maintenance	9600	1
Ramey Environmental Compliance, Inc	28289	9/22/2024	9/22/2024	\$ 655.25	Lift Station Operations	9535	1
Rose Paving, LLC	PS-INV147407	10/2/2024	11/1/2024	\$ 19,381.86	Surface Parking R&M	9524	1
Simmons & Wheeler, P.C.	38906	8/31/2024	8/31/2024	\$ 1,159.00	Accounting	9050	1
Special District Management Service	09 30 24	9/30/2024	9/30/2024	\$ 1,833.40	District Management	9100	1
Special District Management Service	09 30 24	9/30/2024	9/30/2024	\$ 761.00	Accounting	9050	1
Special District Management Service	09 30 24	9/30/2024	9/30/2024	\$ 13.59	Miscellaneous	9450	1
				\$ 36,310.32			

Cityset Metro District No.2
October-24

	General	Debt	Capital	Totals
Disbursements	\$ 36,310.32	\$ -	\$ -	\$ 36,310.32
	\$ -	\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$36,310.32	\$0.00	\$0.00	\$36,310.32

**Cityset Metro District No.2
November-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Department
Colorado Special Districts Property and Liability Pool	25PL-61118-2858	11/3/2024	11/5/2024	\$ 22,826.00	Prepaid Expenses	1360	1
KONE	871514977	11/1/2024	12/1/2024	\$ 633.40	Elevator R&M	9523	1
McGeady Becher Cortese Williams P.C.	09 30 24	9/30/2024	9/30/2024	\$ 422.18	Legal	9300	1
Powder Country LLC	3655	11/4/2024	11/4/2024	\$ 1,835.00	Landscape maintenance	9600	1
Powder Country LLC	3629	10/24/2024	10/24/2024	\$ 1,835.00	Landscape maintenance	9600	1
Ramey Environmental Compliance, Inc	28457	10/22/2024	10/22/2024	\$ 655.25	Lift Station Operations	9535	1
Simmons & Wheeler, P.C.	39113	9/30/2024	9/30/2024	\$ 881.50	Accounting	9050	1
Special District Management Service	10 31 24	10/31/2024	10/31/2024	\$ 762.10	District Management	9100	1
Special District Management Service	10 31 24	10/31/2024	10/31/2024	\$ 656.90	Accounting	9050	1
Special District Management Service	10 31 24	10/31/2024	10/31/2024	\$ 8.40	Miscellaneous	9450	1
				\$ 30,515.73			

Cityset Metro District No.2
November-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 30,515.73	\$ -	\$ -	\$ 30,515.73
	\$ -	\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$30,515.73	\$0.00	\$0.00	\$30,515.73

CitySet Metropolitan District No. 2
Financial Statements
September 30, 2024

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 ended September 30, 2024, 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 13, 2024
Englewood, Colorado

CitySet Metropolitan District No. 2
 Combined Balance Sheet
 September 30, 2024

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>
Assets					
Current assets					
Cash in Bank - BOK	\$ -	\$ -	\$ 9,225	\$ -	\$ 9,225
Colotrust	99,277	-	-	-	99,277
Zion's Bank	-	-	1,484,747	-	1,484,747
Prepaid Expense	450	-	-	-	450
Sales and Lodging Receivable	-	-	110,680	-	110,680
Prop Tax Increment Receivable	-	-	432	-	432
PIF Receivable	259,461	-	-	-	259,461
Developer advances receivable	58,625	-	-	-	58,625
Due to/from other funds	<u>(384,415)</u>	<u>-</u>	<u>384,415</u>	<u>-</u>	<u>-</u>
	<u>33,398</u>	<u>-</u>	<u>1,989,499</u>	<u>-</u>	<u>2,022,897</u>
Other assets					
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	-	-	-	(3,400,970)	(3,400,970)
Amount available in debt service fund	-	-	-	1,989,499	1,989,499
Amount to be provided for retirement of debt	<u>-</u>	<u>-</u>	<u>-</u>	<u>14,854,190</u>	<u>14,854,190</u>
	<u>-</u>	<u>-</u>	<u>-</u>	<u>29,296,528</u>	<u>29,296,528</u>
	<u>\$ 33,398</u>	<u>\$ -</u>	<u>\$ 1,989,499</u>	<u>\$ 29,296,528</u>	<u>\$ 31,319,425</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	<u>\$ 33,398</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 33,398</u>
	<u>33,398</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>33,398</u>
2020 Bonds	-	-	-	16,690,000	16,690,000
Developer Advance	<u>-</u>	<u>-</u>	<u>-</u>	<u>153,689</u>	<u>153,689</u>
Total liabilities	<u>33,398</u>	<u>-</u>	<u>-</u>	<u>16,843,689</u>	<u>16,877,087</u>
Fund Equity					
Investment in improvements	-	-	-	12,452,839	12,452,839
Fund balance (deficit)	<u>-</u>	<u>-</u>	<u>1,989,499</u>	<u>-</u>	<u>1,989,499</u>
	<u>-</u>	<u>-</u>	<u>1,989,499</u>	<u>12,452,839</u>	<u>14,442,338</u>
	<u>\$ 33,398</u>	<u>\$ -</u>	<u>\$ 1,989,499</u>	<u>\$ 29,296,528</u>	<u>\$ 31,319,425</u>

CitySet Metropolitan District No. 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For Nine Months Ended September 30, 2024
General Fund

See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)
Revenues			
PIF Collections	\$ 830,000	\$ 674,043	\$ (155,957)
Developer advances	294,423	98,419	(196,004)
Transfer from other funds - waterfall	144,361	-	(144,361)
Other income	-	3,320	3,320
Interest income	<u>13,000</u>	<u>8,637</u>	<u>(4,363)</u>
	<u>1,281,784</u>	<u>784,419</u>	<u>(497,365)</u>
Expenditures			
Management	32,000	15,624	16,376
Accounting	21,000	18,246	2,754
Audit	7,300	5,000	2,300
Election Expense	-	17	(17)
Insurance/SDA Dues	31,000	24,094	6,906
Legal	30,000	12,372	17,628
PIF Collection Fee	16,600	13,481	3,119
Miscellaneous	4,000	716	3,284
Repairs & Maintenance	15,000	5,233	9,767
Valet Service	42,000	26,257	15,743
Security Systems Repair & Maintenance	5,000	-	5,000
Landscape Maintenance	30,000	19,797	10,203
Landscape Improvements	-	42,820	(42,820)
Holiday Lighting	10,000	-	10,000
Garage Repair & Maintenance	5,000	-	5,000
Elevator Repair & Maintenance	15,000	5,230	9,770
Surface Parking Repair & Maintenance	15,000	19,603	(4,603)
Lift Station Operations	20,000	11,676	8,324
Snow Removal	85,000	13,573	71,427
Furnishings	25,000	-	25,000
General Labor	13,500	16,200	(2,700)
Developer repayment - principal	310,760	208,227	102,533
Developer repayment - interest	-	19,872	(19,872)
Transfer to Debt Service Fund	692,023	534,480	157,543
Contingency	155,094	-	155,094
Emergency reserve	<u>12,267</u>	<u>-</u>	<u>12,267</u>
	<u>1,592,544</u>	<u>1,012,518</u>	<u>580,026</u>
Excess (deficiency) of revenues over expenditures	(310,760)	(228,099)	82,661
Fund balance - beginning	<u>310,760</u>	<u>228,099</u>	<u>(82,661)</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, 2024
Capital Projects Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Developer advances	\$ <u>50,000</u>	\$ <u>-</u>	\$ <u>(50,000)</u>
	<u>50,000</u>	<u>-</u>	<u>(50,000)</u>
Expenditures			
Miscellaneous Improvements	<u>50,000</u>	<u>-</u>	<u>50,000</u>
	<u>50,000</u>	<u>-</u>	<u>50,000</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CitySet Metropolitan District No. 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For Nine Months Ended September 30, 2024
Debt Service Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Sales and Lodging Tax - TIF Collection	\$ 350,000	\$ 297,538	\$ (52,462)
Property Tax Increment Rev	338,629	339,227	598
Transfer from General Fund	692,023	534,480	(157,543)
Interest income	<u>40,000</u>	<u>39,989</u>	<u>(11)</u>
	<u>1,420,652</u>	<u>1,211,234</u>	<u>(209,418)</u>
Expenditures			
Principal payment - 2020 Bonds	580,000	-	580,000
Interest Expense - 2020 Bonds	689,100	344,550	344,550
TIF Collection Fee	1,750	1,488	262
PropTax increment collection	1,693	1,696	(3)
Transfer to other funds	144,361	-	144,361
Paying agent fees	<u>4,000</u>	<u>-</u>	<u>4,000</u>
	<u>1,420,904</u>	<u>347,734</u>	<u>1,073,170</u>
Excess (deficiency) of revenues over expenditures	(252)	863,500	863,752
Fund balance - beginning	<u>1,049,269</u>	<u>1,125,999</u>	<u>76,730</u>
Fund balance - ending	<u>\$ 1,049,017</u>	<u>\$ 1,989,499</u>	<u>\$ 940,482</u>



Audit Engagement Letter

November 14, 2024

To the Board of Directors

CitySet Metropolitan District No. 2

We are pleased to confirm our understanding of the services we are to provide CitySet Metropolitan District No. 2 for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and each major fund, and the disclosures, which collectively comprise the basic financial statements of CitySet Metropolitan District No. 2 (the "District") as of and for the year ended December 31, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District'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 the District'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 appropriate evidence to express an opinion or provide any assurance.

We have also been engaged to report on supplementary information other than RSI that accompanies the District'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 GAAS.

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. We may 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 the system of internal control, 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(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

Other Services

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

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 (GAAP). 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. 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, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Flynn CPA, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State or County or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Flynn CPA, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to State or County or its designee. The State or County or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Bill Flynn is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately May 2025 and to issue our reports no later than 30 days after receiving all relevant information.

Our fee for services will be \$5,500. Our invoices for these fees will be rendered upon completion of the audit. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. 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 costs through the date of termination. The above fee 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.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to management and those charged with governance of the 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, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our 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 CitySet Metropolitan District No. 2 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 attached copy and return it to us.

Very truly yours,



Flynn CPA, LLC

RESPONSE:

This letter correctly sets forth the understanding of CitySet Metropolitan District No. 2.

Management signature: _____

Title: _____

Date: _____





ARAPAHOE COUNTY

PK Kaiser, MBA, MS

Assessor

AUG 27 2024

August 21, 2024

OFFICE OF THE ASSESSOR
5334 S. Prince Street
Littleton, CO 80120-1136
Phone: 303-795-4650
TDD: Relay-711
Fax: 303-738-7863

<http://co-arapahoe-ptoc.publicaccessnow.com>
arapahoep@arapahoegov.com

AUTH 4196 CITYSET METRO DIST #2
SPECIAL DISTRICT MANAGEMENT
SERVICE
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 2024 of:

\$11,351,650

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 21, 2024

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 2024:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	7,162,468
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	11,351,650
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	4,105,514
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	7,246,136
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 2024:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	37,026,217
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ADDITIONS TO TAXABLE REAL PROPERTY

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

DELETIONS FROM TAXABLE REAL PROPERTY

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

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

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

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

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

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

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

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of _____, Colorado.

On behalf of the _____
(taxing entity)^A
the _____
(governing body)^B
of the _____
(local government)^C

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

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F 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^G 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 ²	REVENUE ²
1. General Operating Expenses ^H	_____ mills	\$ _____
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< _____ > mills	\$ < _____ >
SUBTOTAL FOR GENERAL OPERATING:	<input type="text"/> mills	\$ <input type="text"/>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [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.

¹ 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.
² 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^J:

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^K:

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.

Notes:

^A **Taxing Entity**—A jurisdiction authorized by law to impose ad valorem property taxes on taxable property located within its territorial limits (please see notes B, C, and H below). For purposes of the DLG 70 only, a *taxing entity* is also a geographic area formerly located within a *taxing entity's* boundaries for which the county assessor certifies a valuation for assessment and which is responsible for payment of its share until retirement of financial obligations incurred by the *taxing entity* when the area was part of the *taxing entity*. For example: an area of excluded property formerly within a special district with outstanding general obligation debt at the time of the exclusion or the area located within the former boundaries of a dissolved district whose outstanding general obligation debt service is administered by another local government^C.

^B **Governing Body**—The board of county commissioners, the city council, the board of trustees, the board of directors, or the board of any other entity that is responsible for the certification of the *taxing entity's* mill levy. For example: the board of county commissioners is the governing board ex officio of a county public improvement district (PID); the board of a water and sanitation district constitutes ex officio the board of directors of the water subdistrict.

^C **Local Government** - For purposes of this line on Page 1 of the DLG 70, the *local government* is the political subdivision under whose authority and within whose boundaries the *taxing entity* was created. The *local government* is authorized to levy property taxes on behalf of the *taxing entity*. For example, for the purposes of this form:

1. a municipality is both the *local government* and the *taxing entity* when levying its own levy for its entire jurisdiction;
2. a city is the *local government* when levying a tax on behalf of a business improvement district (BID) *taxing entity* which it created and whose city council is the BID board;
3. a fire district is the *local government* if it created a subdistrict, the *taxing entity*, on whose behalf the fire district levies property taxes.
4. a town is the *local government* when it provides the service for a dissolved water district and the town board serves as the board of a dissolved water district, the *taxing entity*, for the purpose of certifying a levy for the annual debt service on outstanding obligations.

^D **GROSS Assessed Value** - There will be a difference between gross assessed valuation and net assessed valuation reported by the county assessor only if there is a “tax increment financing” entity (see below), such as a downtown development authority or an urban renewal authority, within the boundaries of the *taxing entity*. The board of county commissioners certifies each *taxing entity's* total mills upon the *taxing entity's* *Gross Assessed Value* found on Line 2 of Form DLG 57.

^E **Certification of Valuation by County Assessor, Form DLG 57** - The county assessor(s) uses this form (or one similar) to provide valuation for assessment information to a *taxing entity*. The county assessor must provide this certification no later than August 25th each year and may amend it, one time, prior to December 10th. Each entity must use the **FINAL** valuation provided by assessor when certifying a tax levy.

^F **TIF Area**—A downtown development authority (DDA) or urban renewal authority (URA), may form plan areas that use “tax increment financing” to derive revenue from increases in assessed valuation (gross minus net, Form DLG 57 Line 3) attributed to the activities/improvements within the plan area. The DDA or URA receives the differential revenue of each overlapping *taxing entity's* mill levy applied against the *taxing entity's* gross assessed value after subtracting the *taxing entity's* revenues derived from its mill levy applied against the net assessed value.

^G **NET Assessed Value**—The total taxable assessed valuation from which the *taxing entity* will derive revenues for its uses. It is found on Line 4 of Form DLG 57. **Please Note:** A downtown development authority (DDA) may be both a *taxing entity* and have also created its own *TIF area* and/or have a URA *TIF Area* within the DDA's boundaries. As a result DDAs may both receive operating revenue from their levy applied to their certified *NET assessed value* and also receive TIF revenue generated by any *tax entity* levies overlapping the DDA's *TIF Area*, including the DDA's own operating levy.

^H General Operating Expenses (DLG 70 Page 1 Line 1)—The levy and accompanying revenue reported on Line 1 is for general operations and includes, in aggregate, all levies for and revenues raised by a *taxing entity* for purposes not lawfully exempted and detailed in Lines 3 through 7 on Page 1 of the DLG 70. For example: a fire pension levy is included in general operating expenses, unless the pension is voter-approved, if voter-approved, use Line 7 (Other).

^I Temporary Tax Credit for Operations (DLG 70 Page 1 Line 2)—The Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction of 39-1-111.5, C.R.S. may be applied to the *taxing entity*'s levy for general operations to effect refunds. Temporary Tax Credits (TTCs) are not applicable to other types of levies (non-general operations) certified on this form because these levies are adjusted from year to year as specified by the provisions of any contract or schedule of payments established for the payment of any obligation incurred by the *taxing entity* per 29-1-301(1.7), C.R.S., or they are certified as authorized at election per 29-1-302(2)(b), C.R.S.

^J General Obligation Bonds and Interest (DLG 70 Page 1 Line 3)—Enter on this line the total levy required to pay the annual debt service of all general obligation bonds. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments. Title 32, Article 1 Special districts and subdistricts must complete Page 2 of the DLG 70.

^K Contractual Obligation (DLG 70 Page 1 Line 4)—If repayment of a contractual obligation with property tax has been approved at election and it is not a general obligation bond (shown on Line 3), the mill levy is entered on this line. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments.

^L Capital Expenditures (DLG 70 Page 1 Line 5)—These revenues are not subject to the statutory property tax revenue limit if they are approved by counties and municipalities through public hearings pursuant to 29-1-301(1.2) C.R.S. and for special districts through approval from the Division of Local Government pursuant to 29-1-302(1.5) C.R.S. or for any *taxing entity* if approved at election. Only levies approved by these methods should be entered on Line 5.

^M Refunds/Abatements (DLG 70 Page 1 Line 6)—The county assessor reports on the *Certification of Valuation* (DLG 57 Line 11) the amount of revenue from property tax that the local government did not receive in the prior year because taxpayers were given refunds for taxes they had paid or they were given abatements for taxes originally charged to them due to errors made in their property valuation. The local government was due the tax revenue and would have collected it through an adjusted mill levy if the valuation errors had not occurred. Since the government was due the revenue, it may levy, in the subsequent year, a mill to collect the refund/abatement revenue. An abatement/refund mill levy may generate revenues up to, but not exceeding, the refund/abatement amount from Form DLG 57 Line 11.

1. Please Note: Pursuant to Article X, Section 3 of the Colorado Constitution, if the *taxing entity* is in more than one county, as with all levies, the abatement levy must be uniform throughout the entity's boundaries and certified the same to each county. To calculate the abatement/refund levy for a *taxing entity* that is located in more than one county, first total the abatement/refund amounts reported by each county assessor, then divide by the *taxing entity*'s total net assessed value, then multiply by 1,000 and round down to the nearest three decimals to prevent levying for more revenue than was abated/refunded. This results in an abatement/refund mill levy that will be uniformly certified to all of the counties in which the *taxing entity* is located even though the abatement/refund did not occur in all the counties.

^N Other (DLG 70 Page 1 Line 7)—Report other levies and revenue not subject to 29-1-301 C.R.S. that were not reported above. For example: a levy for the purposes of television relay or translator facilities as specified in sections 29-7-101, 29-7-102, and 29-7-105 and 32-1-1005 (1) (a), C.R.S.; a voter-approved fire pension levy; a levy for special purposes such as developmental disabilities, open space, etc.

CitySet Metropolitan District No. 2
Proposed Budget
General Fund
For the Year ended December 31, 2025

	Actual <u>2023</u>	Adopted Budget <u>2024</u>	Actual <u>9/30/2024</u>	Estimate <u>2024</u>	Proposed Budget <u>2025</u>
Beginning fund balance	\$ -	\$ 310,760	\$ 228,099	\$ 228,099	\$ 185,961
Revenues:					
PIF Collections	826,105	830,000	674,043	830,000	840,000
Developer Advances	187,669	294,423	98,419	308,340	283,253
Interest and Miscellaneous Income	12,167	13,000	11,957	15,000	15,000
Transfer from Capital Projects Fund	126	-	-	-	-
Transfer from debt service	228,099	144,361	-	144,361	267,497
Total revenues	<u>1,254,166</u>	<u>1,281,784</u>	<u>784,419</u>	<u>1,297,701</u>	<u>1,405,750</u>
Total funds available	<u>1,254,166</u>	<u>1,592,544</u>	<u>1,012,518</u>	<u>1,525,800</u>	<u>1,591,711</u>
Expenditures:					
Management	17,124	32,000	15,624	32,000	33,000
Accounting	20,366	21,000	18,246	23,000	23,000
Audit	6,100	7,300	5,000	5,000	5,500
Election	2,572	-	17	17	500
Insurance/ SDA Dues	29,839	31,000	24,094	24,100	26,500
Legal	23,996	30,000	12,372	18,000	25,000
PIF Collection Fee	16,522	16,600	13,481	16,600	16,800
Miscellaneous	1,425	4,000	716	1,000	4,000
Repair and Maintenance	45,088	15,000	5,233	10,000	15,000
Elevator Repair and Maintenance	6,670	15,000	5,230	8,000	15,000
Surface Parking Repair and Maintenance	8,212	15,000	19,603	20,000	15,000
Snow Removal	37,632	85,000	13,573	85,000	85,000
Holiday Lighting	6,278	10,000	-	10,000	10,000
Landscape Maintenance	12,330	30,000	19,797	30,000	30,000
Landscape Improvements	37,816	-	42,820	50,000	40,000
Valet Service	41,239	42,000	26,257	27,000	-
Lift Station Operations	19,512	20,000	11,676	20,000	21,000
General Labor	21,600	13,500	16,200	21,600	23,000
Security Systems Repair and maintenance	-	5,000	-	5,000	5,000
Garage Repair and Maintenance	-	5,000	-	5,000	5,000
Furnishings	-	25,000	-	25,000	15,000
Transfer to Debt Service Fund	671,746	692,023	534,480	675,423	683,153
Transfer to Capital Projects Fund	-	-	-	-	-
Repay developer	-	310,760	228,099	228,099	185,961
Contingency	-	155,094	-	-	296,898
Emergency Reserve	-	12,267	-	-	12,399
Total expenditures	<u>1,026,067</u>	<u>1,592,544</u>	<u>1,012,518</u>	<u>1,339,839</u>	<u>1,591,711</u>
Ending fund balance	<u>\$ 228,099</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 185,961</u>	<u>\$ -</u>
Gross Total Taxable AV		\$ 11,220,577			\$ 11,351,650
Less Total TIF		<u>4,058,109</u>			<u>4,105,514</u>
Assessed valuation		<u>\$ 7,162,468</u>			<u>\$ 7,246,136</u>
Mill Levy		<u>-</u>			<u>-</u>

CitySet Metropolitan District No. 2
Proposed Budget
Capital Projects Fund
For the Year ended December 31, 2025

	Actual <u>2023</u>	Adopted Budget <u>2024</u>	Actual <u>9/30/2024</u>	Estimate <u>2024</u>	Proposed Budget <u>2025</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Developer Advances	-	50,000	-	50,000	50,000
Interest Income	126	-	-	-	-
Transfers from other funds	-	-	-	-	-
Total revenues	<u>126</u>	<u>50,000</u>	<u>-</u>	<u>50,000</u>	<u>50,000</u>
Total funds available	<u>126</u>	<u>50,000</u>	<u>-</u>	<u>50,000</u>	<u>50,000</u>
Expenditures:					
Miscellaneous improvements	-	50,000	-	50,000	50,000
Transfer to General Fund	<u>126</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>126</u>	<u>50,000</u>	<u>-</u>	<u>50,000</u>	<u>50,000</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, 2025

	Actual <u>2023</u>	Adopted Budget <u>2024</u>	Actual <u>9/30/2024</u>	Estimate <u>2024</u>	Proposed Budget <u>2025</u>
Beginning fund balance	\$ 1,116,635	\$ 1,049,269	\$ 1,125,999	\$ 1,125,999	\$ 1,119,416
Revenues:					
Sales Tax - TIF Collections	182,140	180,000	107,737	200,000	200,000
Lodging Tax - TIF Collections	166,921	170,000	78,565	170,000	175,000
Property Tax Increment Revenue	348,315	338,629	338,769	339,000	342,585
Transfer from General Fund	671,746	692,023	534,480	675,423	683,153
Interest Income	<u>55,552</u>	<u>40,000</u>	<u>24,381</u>	<u>30,000</u>	<u>28,000</u>
Total revenues	<u>1,424,674</u>	<u>1,420,652</u>	<u>1,083,932</u>	<u>1,414,423</u>	<u>1,428,738</u>
Total funds available	<u>2,541,309</u>	<u>2,469,921</u>	<u>2,209,931</u>	<u>2,540,422</u>	<u>2,548,154</u>
Expenditures:					
2020 Bond Principal	475,000	580,000	-	580,000	605,000
2020 Bond Interest	705,725	689,100	344,550	689,100	668,800
Transfer excess to GF	228,099	144,361	-	144,361	267,497
Paying Agent Fees	3,000	4,000	-	4,000	4,000
TIF Collection Fee	1,741	1,750	932	1,850	1,875
Tax Increment Collection Fee	<u>1,745</u>	<u>1,693</u>	<u>1,694</u>	<u>1,695</u>	<u>1,713</u>
Total expenditures	<u>1,415,310</u>	<u>1,420,904</u>	<u>347,176</u>	<u>1,421,006</u>	<u>1,548,885</u>
Ending fund balance	<u>\$ 1,125,999</u>	<u>\$ 1,049,017</u>	<u>\$ 1,862,755</u>	<u>\$ 1,119,416</u>	<u>\$ 999,269</u>
Gross Total Taxable AV		<u>\$ 11,220,577</u>			<u>\$ 11,351,650</u>
Less Total TIF		<u>\$ 4,058,109</u>			<u>\$ 4,105,514</u>
Assessed valuation		<u>\$ 7,162,468</u>			<u>\$ 7,246,136</u>
Required Reserve Fund	2020 Surplus	<u>\$ 749,269</u>	2020 Surplus	<u>\$ 749,269</u>	

RESOLUTION NO. 2024 - 12 - __
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CITYSET METROPOLITAN DISTRICT NO. 2
TO ADOPT THE 2025 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 2025 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, 2024, 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 December 3, 2024, 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 2025 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 3rd day of December, 2024.

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 2025, duly adopted at a meeting of the Board of Directors of the CitySet Metropolitan District No. 2 held on December 3, 2024.

By: _____
Secretary

RESOLUTION NO. 2024- 12 - __

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 2025 annual budget in accordance with the Local Government Budget Law on December 3, 2024; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2025 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 2025 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 2025 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 3rd day of December, 2024.

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 2025, duly adopted at a meeting of the Board of Directors of the CitySet Metropolitan District No. 2 held on December 3, 2024.

Secretary

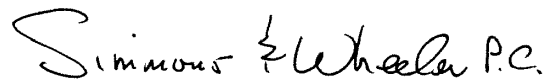
November 25, 2024

Board of Directors
CitySet Metropolitan District

We have had to make the difficult decision to resign from CitySet Metropolitan District as a result of some staffing changes. Our resignation will be effective December 31, 2024. We will of course provide assistance to help with this transition through the final accounting for 2024.

Please acknowledge your receipt of this notification and provide us a formal authorization for us to provide the accounting documents that we are currently holding to your new accountant.

Sincerely,

A handwritten signature in black ink that reads "Simmons & Wheeler P.C." in a cursive, slightly stylized font.

Simmons & Wheeler, P.C.

cc: David Solin

RESOLUTION NO. 2024-12-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
CITYSET METROPOLITAN DISTRICT NO. 2
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 6, 2025**

A. The terms of the offices of Directors Zachery Lane, Catherine Clark and Mark Lionberger shall expire upon the election of their successors at the regular election, to be held on May 6, 2025 (“**Election**”), and upon such successors taking office.

B. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect three (3) Directors to serve until the second regular election, to occur May 8, 2029.

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

1. Date and Time of Election. The Election shall be held on May 6, 2025, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, three (3) Directors shall be elected to serve until the second regular election, to occur May 8, 2029.

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

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

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

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

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with David Solin, the Designated Election Official of the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, between the hours

of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 29, 2025).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from David Solin, the Designated Election Official for the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, (303) 987-0835 and on the District's website at <https://citysetmd2.colorado.gov/>.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on March 4, 2025, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

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

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

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

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 6, 2025]**

RESOLUTION APPROVED AND ADOPTED on December 3, 2024.

**CITYSET METROPOLITAN DISTRICT
NO. 2**

By: _____
President

Attest:

Secretary

EXHIBIT B

FORM OF CHANGE ORDER

Change Order No: 1	Date Issued: October 29, 2024
Name of Agreement: Service Agreement for Snow Removal Services	
Date of Agreement: November 3, 2023	District(s): Cityset Metropolitan District No. 2
Other Party/Parties: Powder Country, LLC	

CHANGE IN SCOPE OF SERVICES (describe):

Snow Removal services for 2024-2025 per attached proposal received October 28, 2024.

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$[time and materials]	Original Term: Expires June 1, 2024
Increase of this Change Order: \$[time and materials]	New Term: Expires June 1, 2025
Price with all Approved Change Orders: \$[time and materials]	Agreement Time with all Approved Change Orders: June 1, 2025

APPROVED:
By:
District

APPROVED:
By:
Consultant



SNOW REMOVAL CONTRACT

**Metropolitan District
600 South Colorado Blvd.
Denver, Colorado 80246**



Prepared by
Shane Landenberger



2024 – 2025 SNOW REMOVAL CONTRACT

THIS AGREEMENT is a **SNOW REMOVAL ONLY CONTRACT** between **City Set metropolitan districe** hereinafter called “owner/owner representative” whose address is **600 S Colorado Blvd. Denver, Co 80246** and **Powder Country Property Services** hereinafter called “Contractor,” whose address is 10004 South Dransfeldt Rd.Parker Co. 80134.

1. **DESCRIPTION OF THE WORK** Contractor will remove snow at a 2 inch accumulation or greater on sidewalks and building entrances no later than 1030am and 2 inches or more from roadways, parking lots, and driveways no later than 7:00 a.m. seven days a week, upon the following described real property:

City Set Metropolitan District– 600 South Colorado Blvd

Snow removal operation will continue at the above increments until weather conditions have improved and snow removal operations have been completed. Unless otherwise directed by owner or owner’s representative in writing, snow will be plowed onto landscaped areas, outer perimeters of parking lots or other places deemed reasonably suitable by contractor. Contractor will spread de-icer and/or sand and ice slicer mix on icy areas present at the time of service, as determined is needed by contractor, but owner assumes responsibility for detecting and treating ice that forms or melts and refreezes after the snow has been removed by contractor. If demanded by excess accumulation, snow will be removed from the property and owner/owner representative will be billed accordingly. Owner/Owners Representative agrees to allow Powder Country Property Services to determine accumulation rate depths and shall not dispute snow removal charges associated with ‘best average’ judgments of snowfall accumulation depth.

1. **PAYMENT:** Owner agrees to the following equipment rates (billed in one hour increments only) and will pay Contractor these rates for snow removal operations at the real property address reflected above. Owner agrees to allow Contractor to decide what equipment is best suited to the site for snow removal operations from the following fleet equipment: **PAYMENT:** Owner agrees to the following equipment rates (billed in one hour increments only) and will pay Contractor these rates for snow removal operations at the real property address reflected above. Owner agrees to allow Contractor to decide what equipment is best suited to the site for snow removal operations from the following fleet equipment:

Labor/Equipment	Materials
a) Mobilization Fee	\$90.00 Flat rate
b) 4x4 Truck w/ 9’ Blade	\$105.00 per hour
c) Semi End Dump	\$225.00 per hour
d) Dump Trucks	\$195.00 per hour
e) Front End Loader w/ blade	\$275.00 per hour
f) Skid Steer Loader	\$165.00 per hour
g) Snow Box	\$55.00 per hour
h) Dry Material Applicator	\$155.00 per hour
i) Ice Slicer	\$0.24/lb 1 ton (2000lbs) minimum
j) Ice-Melt	\$0.00 per hour \$0.85/lb
k) Snow Removal Labor	\$55.00 per hour

2. Mobilization and de-mobilization time applies to the above fee schedule when plowing is not necessary. Other labor and material rates may apply. The above labor and material rates are subject to change upon 30 days prior written notice to owner. Payment terms are net 20 days from invoice date. Any invoices which become past due arising out of or relating to this contract will be charged a MINIMUM SERVICE CHARGE of \$10 or 2% of the outstanding balance, whichever is greater, each month from and after the due date. This is an annual FINANCE CHARGE rate of 24%.
3. **HOLIDAY PAY:** In the event snow removal operations are required between the hours of 12:00 midnight and 12:00 midnight of the following days: November 28 (Thanksgiving Day), December 25 (Christmas Day), January 1 (New Year’s Day), April 20 (Easter Sunday) the above latter rate schedule of unit costs related to labor & equipment shall be doubled. Material costs will remain constant.
4. **COMPLETION/DELAY:** Contractor shall use commercially reasonable efforts to complete the work by 7:00 a.m. seven days a week. **However, the Contractor shall be excused for any delay in completion of the work other than that caused by acts directly attributable to the Contractor, such as, but not limited to, early morning snow fall or blizzard conditions.** Should weather conditions warrant snow removal during the normal business day, Contractor shall begin snow removal as soon as practicable but no later than two (2) hours following notification by owner or owner’s representative.
1. **CONTRACT DURATION/TERMINATION:** Either party may terminate this Agreement without penalty upon thirty (30) days advanced written notice. The duration of this contract is for the 2023-2024 season and will expire June 1, 2024, unless renewed in writing by both parties or terminated by either party delivering 30 days notice.



- 2. **EXTRA WORK:** Should the owner, owner’s representative, or any public body direct any modification or addition to the work covered by this contract, and the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a Contract Change Order has been signed by both the Owner and Contractor. Where there is a dispute in regard to changes in contract price, then said changes in contract price shall be the Contractor’s actual cost for labor, equipment, subcontractors, materials and attributable overhead, plus a contractor’s fee of twenty (20) percent. **In the event that gasoline prices should rise above \$4.00 a gallon, a fuel surcharge will apply.**
- 3. **INSURANCE:** Contractor shall carry and pay for (1) Comprehensive General Liability or Commercial General Liability insurance with minimum coverage of \$1,000,000 combined single limit per occurrence for bodily injury, including death, and property damage liability, and (2) Comprehensive Automobile Liability insurance for all owned, hired and non-owned vehicles, with minimum limits of \$1,000,000, combined single limit per occurrence for bodily injury and property damage liability. Owner shall carry policies of liability and property insurance with commercially reasonable limits and deductible covering the property that is the subject of this contract at all times during the term hereof. Contractor shall meet the requirements in exhibit A.
- 4. **RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment shall not be made timely to Contractor under this agreement. Contractor may keep the job idle until all payments due are received.
- 5. **WARRANTY:** There is no warranty, representation or guarantee regarding the condition of plowed areas and sidewalks. Contractor will provide the services outlined in this contract with the understanding that plowing and shoveling will not leave surfaces completely free of snow and ice. Contractor hereby disclaims any express or implied warranties concerning the scope of the work hereunder.
- 6. **SALT & SAND USE:** It is expressly understood that the contractor assumes no liability for the effects of use of salt and sand mixtures, use of de-icers, or snow accumulation on landscaped and/or non-landscaped areas except in the case of negligence by contractor’s snow removal services. Removal of excess salt and sand mixtures or de-icers is not included. Should owner or owner’s representative decline the use of ice melt products contractor will not be held liable for any incident’s from not using ice melt products. Example would be, but are not limited to, slip and falls.

If you are declining the use of these products please sign _____.

- 7. **INDEMNITY:** Owner agrees to indemnify and hold harmless contractor from and against any and all losses, damages, liabilities, suits, claims, demands, expenses and costs (including, without limitation, attorneys’ fees and expenses) arising out of or in the course of snow removal operations except in the case of gross negligence or willful misconduct by contractor.
- 8. **ASSIGNMENT:** Neither party may assign this contract without written consent of the other party.
- 9. **ATTORNEY FEES:** In the event the parties hereto become involved in litigation, the court in such litigation, or in separate suit, shall award reasonable costs, expenses and attorney’s fees to the prevailing party. The court shall not be bound by any court fee schedule, and may, in the interest of justice, award the full amount of costs, expenses and attorney’s fees incurred in good faith.

CITY SET METROPOLITAN DISTRICT

POWDER COUNTRY PROPERTY SERVICES

DATED: _____

DATED: _____

BY: _____

BY: _____

CHANGE ORDER

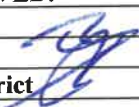
Change Order No: 4	Date Issued: October 2, 2024
Name of Agreement: Service Agreement for Interior Landscaping (Holiday Lighting)	
Date of Agreement: September 15, 2020	District(s): CitySet Metropolitan District No. 2
Other Party/Parties: Ambius	

CHANGE IN SCOPE OF SERVICES (describe):

See attached proposal #073326 dated September 11, 2024.

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ 7,542.00	Original Term: Upon Completion
Increase of this Change Order: \$ 6,727.50	New Term: Upon Completion
Price with all Approved Change Orders: \$ 37,601.00	Agreement Time with all Approved Change Orders: Upon Completion

APPROVED:

By: 

District

APPROVED: 

By: _____

Consultant

**PROPOSAL
For Interior Landscaping
Short Term Rental**

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

**Proposed to DAVID SOLIN
by SARAH MARX**

~~3 3/4~~
445 Bryant Street, Unit 2
Denver, CO 80204-4800
Telephone: (303) 825-0421
Fax: (303) 825-0422
www.ambius.com

	Quantity
COLORADO BLVD - EAST FACE	
XMAS WREATH - ART. DECOR. 48"	3
WHITE LIGHTS-MULTI COLOR BALLS	
POWER FROM HVAC ON ROOF	
XMAS WREATH - ART. DECOR. 36"	4
WHITE LIGHTS-MULTI COLOR BALLS	
COLO BLVD LARGE SIGNAGE	
GARLAND ARTIFICIAL LIT	6
DRAPE GARLAND ACROSS TOP OF	
SIGN- DECORATE WITH MULTI COLOR BALLS/WHITE LIGHTS	
ENTRANCE SIGNS THROUGHOUT	
ARTIFICIAL GARLAND-PRICE/FOOT	10
18'PER SIGN-MULTI COLOR BALLS	
LAY ON TOP OF SIGNAGE	
VALET BED	
8.5' PRELIT CHRISTMAS TREE W/ SKIRT	1
MULTI COLOR BALLS	
POWER IN VALET STAND	
VALET BED	
7.5' PRELIT CHRISTMAS TREE W/ SKIRT	1
MULTI COLOR BALLS	
POWER IN VALET STAND	
VALET BED	
6' PRELIT CHRISTMAS TREE W/ SKIRT	1
MULTI COLOR BALLS	
POWER IN VALET STAND	
XMS INSTALLATION LABOR	1
BUILD, DELIVER, INSTALL AND	
TAKE DOWN	

83 3/4
445 Bryant Street, Unit 2
Denver, CO 80204-4800
Telephone: (303) 825-0421
Fax: (303) 825-0422
www.ambius.com

ANNUAL RENTAL AGREEMENT

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

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

Ambius proposes to:

Rent the attached listed holiday decor for \$6,727.50* annually.

Charge for delivery and installation is \$0.00*.

(*) These prices exclude applicable taxes.

1. **THE SERVICES.** Ambius will provide You with the holiday decor, replicas and further items described and for the prices set forth on the attached Quote.
2. **PAYMENT TERMS.** Ambius will provide You with an annual, one-time invoice for the Services and items set forth on Quote. You agree to pay the invoice within ten (10) days. You will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. You may pay these invoices by 1) Electronic Funds Transfer (please contact eff.coordinator-us@ambius.com for information); 2) direct debit on the 22nd of each month under this Agreement; 3) bank check; or 4) credit card.
3. **TERM AND EXPIRATION.** This Agreement will be for a 12 month term unless otherwise set forth on Quote. All property being provided to You under this Agreement will remain the property of Ambius and, You will be responsible for any property that is damaged beyond reasonable use or otherwise not able to be recovered by Ambius at the end of this term. To the extent that You cancel this Agreement prior to the expiration of the term or a renewal term for no fault of Ambius, You agree to pay Ambius for 50% of the amount to be invoiced for the remainder of that term or renewal term. This amount constitutes liquidated damages and not a penalty, and is in recognition of the difficulty of Ambius in establishing the amount of damages or costs for any such early termination.
4. **INSURANCE AND LIMITATION OF LIABILITY.** The Company will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs, whether incurred by You or a third party, to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages. Additionally, Ambius is not responsible for any damage or harm to walls or structures caused by removal of material therefrom. Ambius accepts no responsibility for decorative containers supplied by You or by Ambius once outside of their manufacturer's warranty.



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

DELIVERY & INSTALLATION	<u>0.00</u>
PROPOSED TOTAL	6,727.50

(Excludes any applicable taxes)

℞ 3 3/4
445 Bryant Street, Unit 2
Denver, CO 80204-4800
Telephone: (303) 825-0421
Fax: (303) 825-0422
www.ambius.com

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



33 3/4
445 Bryant Street, Unit 2
Denver, CO 80204-4800
Telephone: (303) 825-0421
Fax: (303) 825-0422
www.ambius.com

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

BILLING INFORMATION:
014756
STONEBRIDGE COMPANIES
4949 S. Niagara St. Ste. 300
Denver CO 80237-0000

SERVICE ADDRESS:
CITY SET
600 S COLORADO BLVD
DENVER CO 80246-1503

AMBIUS

CUSTOMER

By: _____
Printed Name:
Title:
Electronic Mail:

By: _____
Printed Name: *William Paul Blac*
Title:
Electronic Mail:

Address: _____

Address: _____

Date Accepted by Customer: _____



SNOW REMOVAL CONTRACT

**Metropolitan District
600 South Colorado Blvd.
Denver, Colorado 80246**



Prepared by
Shane Landenberger



2024 – 2025 SNOW REMOVAL CONTRACT

THIS AGREEMENT is a **SNOW REMOVAL ONLY CONTRACT** between **City Set metropolitan districe** hereinafter called “owner/owner representative” whose address is **600 S Colorado Blvd. Denver, Co 80246** and **Powder Country Property Services** hereinafter called “Contractor,” whose address is 10004 South Dransfeldt Rd.Parker Co. 80134.

1. **DESCRIPTION OF THE WORK** Contractor will remove snow at a 2 inch accumulation or greater on sidewalks and building entrances no later than 1030am and 2 inches or more from roadways, parking lots, and driveways no later than 7:00 a.m. seven days a week, upon the following described real property:

City Set Metropolitan District– 600 South Colorado Blvd

Snow removal operation will continue at the above increments until weather conditions have improved and snow removal operations have been completed. Unless otherwise directed by owner or owner’s representative in writing, snow will be plowed onto landscaped areas, outer perimeters of parking lots or other places deemed reasonably suitable by contractor. Contractor will spread de-icer and/or sand and ice slicer mix on icy areas present at the time of service, as determined is needed by contractor, but owner assumes responsibility for detecting and treating ice that forms or melts and refreezes after the snow has been removed by contractor. If demanded by excess accumulation, snow will be removed from the property and owner/owner representative will be billed accordingly. Owner/Owners Representative agrees to allow Powder Country Property Services to determine accumulation rate depths and shall not dispute snow removal charges associated with ‘best average’ judgments of snowfall accumulation depth.

1. **PAYMENT:** Owner agrees to the following equipment rates (billed in one hour increments only) and will pay Contractor these rates for snow removal operations at the real property address reflected above. Owner agrees to allow Contractor to decide what equipment is best suited to the site for snow removal operations from the following fleet equipment: **PAYMENT:** Owner agrees to the following equipment rates (billed in one hour increments only) and will pay Contractor these rates for snow removal operations at the real property address reflected above. Owner agrees to allow Contractor to decide what equipment is best suited to the site for snow removal operations from the following fleet equipment:

Labor/Equipment	Materials
a) Mobilization Fee	\$90.00 Flat rate
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d) Dump Trucks	\$195.00 per hour
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f) Skid Steer Loader	\$165.00 per hour
g) Snow Box	\$55.00 per hour
h) Dry Material Applicator	\$155.00 per hour
i) Ice Slicer	\$0.24/lb 1 ton (2000lbs) minimum
j) Ice-Melt	\$0.00 per hour \$0.85/lb
k) Snow Removal Labor	\$55.00 per hour

2. Mobilization and de-mobilization time applies to the above fee schedule when plowing is not necessary. Other labor and material rates may apply. The above labor and material rates are subject to change upon 30 days prior written notice to owner. Payment terms are net 20 days from invoice date. Any invoices which become past due arising out of or relating to this contract will be charged a **MINIMUM SERVICE CHARGE** of \$10 or 2% of the outstanding balance, whichever is greater, each month from and after the due date. This is an annual **FINANCE CHARGE** rate of 24%.
3. **HOLIDAY PAY:** In the event snow removal operations are required between the hours of 12:00 midnight and 12:00 midnight of the following days: November 28 (Thanksgiving Day), December 25 (Christmas Day), January 1 (New Year’s Day), April 20 (Easter Sunday) the above latter rate schedule of unit costs related to labor & equipment shall be doubled. Material costs will remain constant.
4. **COMPLETION/DELAY:** Contractor shall use commercially reasonable efforts to complete the work by 7:00 a.m. seven days a week. **However, the Contractor shall be excused for any delay in completion of the work other than that caused by acts directly attributable to the Contractor, such as, but not limited to, early morning snow fall or blizzard conditions.** Should weather conditions warrant snow removal during the normal business day, Contractor shall begin snow removal as soon as practicable but no later than two (2) hours following notification by owner or owner’s representative.
1. **CONTRACT DURATION/TERMINATION:** Either party may terminate this Agreement without penalty upon thirty (30) days advanced written notice. The duration of this contract is for the 2023-2024 season and will expire June 1, 2021, unless renewed in writing by both parties or terminated by either party delivering 30 days notice.



- 2. **EXTRA WORK:** Should the owner, owner’s representative, or any public body direct any modification or addition to the work covered by this contract, and the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a Contract Change Order has been signed by both the Owner and Contractor. Where there is a dispute in regard to changes in contract price, then said changes in contract price shall be the Contractor’s actual cost for labor, equipment, subcontractors, materials and attributable overhead, plus a contractor’s fee of twenty (20) percent. **In the event that gasoline prices should rise above \$4.00 a gallon, a fuel surcharge will apply.**
- 3. **INSURANCE:** Contractor shall carry and pay for (1) Comprehensive General Liability or Commercial General Liability insurance with minimum coverage of \$1,000,000 combined single limit per occurrence for bodily injury, including death, and property damage liability, and (2) Comprehensive Automobile Liability insurance for all owned, hired and non-owned vehicles, with minimum limits of \$1,000,000, combined single limit per occurrence for bodily injury and property damage liability. Owner shall carry policies of liability and property insurance with commercially reasonable limits and deductible covering the property that is the subject of this contract at all times during the term hereof. Contractor shall meet the requirements in exhibit A.
- 4. **RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment shall not be made timely to Contractor under this agreement. Contractor may keep the job idle until all payments due are received.
- 5. **WARRANTY:** There is no warranty, representation or guarantee regarding the condition of plowed areas and sidewalks. Contractor will provide the services outlined in this contract with the understanding that plowing and shoveling will not leave surfaces completely free of snow and ice. Contractor hereby disclaims any express or implied warranties concerning the scope of the work hereunder.
- 6. **SALT & SAND USE:** It is expressly understood that the contractor assumes no liability for the effects of use of salt and sand mixtures, use of de-icers, or snow accumulation on landscaped and/or non-landscaped areas except in the case of negligence by contractor’s snow removal services. Removal of excess salt and sand mixtures or de-icers is not included. Should owner or owner’s representative decline the use of ice melt products contractor will not be held liable for any incident’s from not using ice melt products. Example would be, but are not limited to, slip and falls.

If you are declining the use of these products please sign _____.

- 7. **INDEMNITY:** Owner agrees to indemnify and hold harmless contractor from and against any and all losses, damages, liabilities, suits, claims, demands, expenses and costs (including, without limitation, attorneys’ fees and expenses) arising out of or in the course of snow removal operations except in the case of gross negligence or willful misconduct by contractor.
- 8. **ASSIGNMENT:** Neither party may assign this contract without written consent of the other party.
- 9. **ATTORNEY FEES:** In the event the parties hereto become involved in litigation, the court in such litigation, or in separate suit, shall award reasonable costs, expenses and attorney’s fees to the prevailing party. The court shall not be bound by any court fee schedule, and may, in the interest of justice, award the full amount of costs, expenses and attorney’s fees incurred in good faith.

CITY SET METROPOLITAN DISTRICT

POWDER COUNTRY PROPERTY SERVICES

DATED: _____

DATED: _____

BY: _____

BY: _____



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: September 23, 2024

RE: Notice of 2025 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 (2.5%) 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.