

AURORA CENTRETECH METROPOLITAN DISTRICT

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

<https://auroracentretechmd.colorado.gov/>

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Tyler L. Carlson	President	2025/May 2025
Amber L. Carlson	Treasurer	2025/May 2025
Erika K. Shorter	Assistant Secretary	2025/May 2025
Jeffrey A. Wikstrom	Assistant Secretary	2027/May 2027
Susan K. Wikstrom	Assistant Secretary	2027/May 2027
David Solin	Secretary (not an elected position)	

DATE: November 21, 2024 (Thursday)
TIME: 1:00 P.M.
PLACE: via **Zoom**

** 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

Dial in: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

A. Present disclosures of potential conflicts of interest.

B. Confirm quorum, location of meeting and posting of meeting notices. Approve agenda.

C. Review and approve the Minutes of the September 3, 2024 Special Meeting (enclosure).

D. Discuss business to be conducted in 2025 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates and consider adoption of Resolution Establishing Regular Meeting Dates, Time, and Location and Designating Location for Posting 24-Hour Notices (enclosure).

- E. Discuss requirements of Section 32-1-809, C.R.S., and direct staff regarding compliance for 2025 (District Transparency Notice).
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- F. Authorize renewal of District’s insurance and Special District Association (SDA) membership for 2025.
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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 per speaker.
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III. LEGAL MATTERS

- A. Discuss website accessibility matters and authorize necessary actions in connection therewith.
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- B. Discuss May 6, 2025 Regular Director Election and consider adoption of Resolution Calling May 6, 2025 Election for Directors, appointing Designated Election Official (“DEO”) and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election. Self-Nomination Forms are due by February 28, 2025 (enclosure). Discuss the need for ballot issues and/or questions.
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- C. Discuss Amendment to Project Funding, Acquisition, and Reimbursement Agreement between the District and Evergreen-Airport & Alameda, L.L.C.

1. Presentation regarding forecast for reimbursement under Project Funding, Acquisition, and Reimbursement Agreement.
 2. Discuss and consider approval of Amendment to Project Funding, Acquisition, and Reimbursement Agreement between the District and Evergreen-Airport & Alameda, L.L.C.
 3. Recognition of reimbursement to Evergreen-Airport & Alameda, L.L.C. under Project Funding, Acquisition, and Reimbursement Agreement, as amended.
 4. Discuss and consider approval of Engineer’s Report and Certification No. 5 prepared by Ranger Engineering, LLC (to be distributed).
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IV. FINANCIAL MATTERS

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

Fund	Period Ending Sept. 30, 2024	Period Ending Oct. 31, 2024
General	\$ 39,901.16	\$ 23,811.32
Debt	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-
Total	\$ 39,901.16	\$ 23,811.32

- B. Review and accept Unaudited Financial Statements and Cash Position Schedule (enclosure).
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- C. Conduct Public Hearing to consider amendment of the 2024 Budget. If necessary, consider adoption of Resolution to Amend the 2024 Budget.
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- D. Conduct Public Hearing on the proposed 2025 Budget and consider adoption of Resolution to Adopt the 2025 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies (enclosures – preliminary assessed valuation, 2025 draft Budget and resolutions).
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- E. Authorize District Accountant to prepare and sign the DLG-70 Certification of Tax Levies form and Mill Levy Public Information form (“Certification”), and direct District Accountant to file the Certification with the Board of County Commissioners and other interested parties.
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- F. Discuss and consider adoption of Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan (to be distributed).
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- G. Consider appointment of District Accountant to prepare 2026 budget.
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- H. Discuss statutory requirements for an audit. Authorize District Manager to obtain proposals to perform 2024 Audit.
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- I. Consider moving District’s bank accounts to First Bank, n.a., and authorize closure of the District’s Wells Fargo Bank accounts.
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V. CONSTRUCTION AND MAINTENANCE MATTERS

- A. Review and consider approval of Snow and Ice Mitigation Services for 2024/2-25 from CDI Environmental Contractor (enclosure).
-

- B. Review and ratify approval of Change Order No. 1 for 2024/2025 Snow Removal Services from Consolidated Divisions, Inc. (enclosure).
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VI. OTHER BUSINESS

- A. _____

VII. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED IN 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
AURORA CENTRETECH METROPOLITAN DISTRICT
(THE “DISTRICT”)
HELD
SEPTEMBER 3, 2024**

A Special Meeting of the Board of Directors of the Aurora CentreTech Metropolitan District (the “Board”) was duly held on Tuesday the 3rd day of September, 2024, at 1:00 p.m. The District Board meeting was held and properly noticed to be held via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Tyler Carlson
Erika K. Shorter
Jeffrey A. Wikstrom
Susan K. Wikstrom

Also In Attendance Were:

David Solin, Diana Garcia and James Ruthven (for a portion of the meeting);
Special District Management Services, Inc. (“SDMS”)

MaryAnn McGeady, Esq. and Kate Olson, Esq.; McGeady Becher Cortese
Williams P.C.

Dawn Schilling (for a portion of the meeting); Schilling & Company, Inc.

Zach Lauterbach; Evergreen Devco, Inc.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. Attorney McGeady confirmed that disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors, and no additional conflicts were disclosed at the meeting.

**ADMINISTRATIVE
MATTERS**

Quorum/Confirmation of Meeting Location/Posting of Notice: Mr. Solin confirmed the presence of a quorum.

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, and upon motion duly made, seconded and unanimously

RECORD OF PROCEEDINGS

carried, it was determined to conduct the meeting at the above-stated date, time and location. It was further noted that notice of the time, date and location was duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within the District’s boundaries have been received.

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director J. Wikstrom, seconded by Director T. Carlson, 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://auroracentretechmd.colorado.gov/>. If the website is unavailable, notices shall be posted within the boundaries of the District at the following location: Community College of Aurora, 16000 East CentreTech Parkway.

Agenda: The Board reviewed the Agenda for the meeting. Following discussion, upon motion duly made by Director J. Wikstrom, seconded by Director T. Carlson and, upon vote, unanimously carried, the Board approved the Agenda and excused the absence of Director A. Carlson.

Minutes of the November 16, 2023 Regular Meeting: The Board reviewed the Minutes of the November 16, 2023 Regular Meeting. Following discussion, upon motion duly made by Director Shorter, seconded by Director S. Wikstrom and, upon vote, unanimously carried, the Board approved the Minutes of the November 16, 2023 Regular Meeting.

**PUBLIC
COMMENTS**

None.

**FINANCIAL
MATTERS**

Payment of Claims: Mr. Solin reviewed with the Board the payment of claims as follows:

Fund	Period Ending Nov. 30, 2023	Period Ending Dec. 31, 2023	Period Ending Jan. 31, 2024	Period Ending Feb. 29, 2024
General	\$ 21,627.66	\$ 6,969.21	\$ 5,894.71	\$ 5,753.41
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 21,627.66	\$ 6,969.21	\$ 5,894.71	\$ 5,753.41

Fund	Period Ending March 31, 2024	Period Ending April 30, 2024	Period Ending May 31, 2024	Period Ending June 30, 2024
General	\$ 10,429.29	\$ 7,063.84	\$ 10,950.28	\$ 8,207.86
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 10,429.29	\$ 7,063.84	\$ 10,950.28	\$ 8,207.86

RECORD OF PROCEEDINGS

Fund	Period Ending July 31, 2024	Period Ending Aug. 31, 2024
General	\$ 15,211.49	\$ 26,251.16
Debt	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-
Total	\$ 15,211.49	\$ 26,251.16

Following review and discussion, upon motion duly made by Director T. Carlson, seconded by Director Shorter and, upon vote, unanimously carried, the Board ratified approval of the payment of claims.

Unaudited Financial Statements: Mr. Ruthven reviewed with the Board the unaudited financial statements and schedule of cash position of the District for the period ending June 30, 2024. Following discussion, upon motion duly made by Director J. Wikstrom, seconded by Director T. Carlson and, upon vote, unanimously carried, the Board accepted the unaudited financial statements and schedule of cash position through the period ending on June 30, 2024.

Public Hearing on Further Amendment to 2023 Budget: Director T. Carlson opened the public hearing to consider a further amendment to the 2023 Budget.

It was noted that publication of Notice stating that the Board would consider a further amendment of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed.

Following discussion, upon motion duly made by Director Shorter, seconded by Director T. Carlson, and upon vote unanimously carried, the Board adopted the Resolution to Further Amend the 2023 Budget, amending the General Fund from \$1,800,000 to \$4,450,000.

2023 Audit: Ms. Schilling reviewed the 2023 Audit with the Board. Following review and discussion, upon motion duly made by Director J. Wikstrom, seconded by Director T. Carlson and, upon vote, unanimously carried, the Board approved the 2023 Audit, subject to final legal review, and authorized execution of the Representations Letter.

LEGAL MATTERS

Website Accessibility Matters: Attorney McGeady discussed website accessibility matters with the Board. It was noted that SDMS is updating the website for full statutory compliance. The Board authorized all necessary actions in connection therewith.

RECORD OF PROCEEDINGS

Airport & Alameda Shared Signs and Stormwater Main Agreement by and between the District and Evergreen-Airport & Alameda, L.L.C.: Attorney McGeady reviewed the Airport & Alameda Shared Signs and Stormwater Main Agreement by and between the District and Evergreen-Airport & Alameda, L.L.C. with the Board.

Following discussion, upon motion duly made by Director T. Carlson, seconded by Director Shorter and, upon vote, unanimously carried, the Board approved the Airport & Alameda Shared Signs and Stormwater Main Agreement by and between the District and Evergreen-Airport & Alameda, L.L.C., as modified, and subject to final legal review and final approval by Director Shorter prior to execution by Director T. Carlson.

Shared Sign Cooperation Agreement South Airport Boulevard & East Alameda Drive, Aurora, Colorado by and between the District and Evergreen-Airport & Alameda, L.L.C.: Attorney McGeady reviewed the Shared Sign Cooperation Agreement South Airport Boulevard & East Alameda Drive, Aurora, Colorado by and between the District and Evergreen-Airport & Alameda, L.L.C. with the Board. Noted for the record, at the time of the Board Meeting, the Shared Sign Cooperation Agreement was named Shared Sign License Agreement and was subsequently renamed.

Following discussion, upon motion duly made by Director T. Carlson, seconded by Director Shorter and, upon vote, unanimously carried, the Board approved the Shared Sign Cooperation Agreement South Airport Boulevard & East Alameda Drive, Aurora, Colorado by and between the District and Evergreen-Airport & Alameda, L.L.C., as modified, subject to final legal review and final approval by Director Shorter prior to execution by Director T. Carlson.

**CONSTRUCTION
AND
MAINTENANCE
MATTERS**

Change Order No. 2 to the Service Agreement for Landscape Maintenance Services with Consolidated Divisions, Inc. dba CDI Environmental Contractor (“Change Order No. 2”): The Board reviewed Change Order No. 2 for 2024 Landscape Maintenance.

Following discussion, upon motion duly made by Director T. Carlson, seconded by Director Shorter and, upon vote, unanimously carried, the Board ratified approval of Change Order No. 2 for 2024 Landscape Maintenance

OTHER BUSINESS

There was no other business to discuss.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director S. Wikstrom, seconded by Director T. Carlson 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 AURORA CENTRETECH METROPOLITAN DISTRICT 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 Aurora Centretech Metropolitan District (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 2025 shall be held on June __, 2025 and November __, 2025 at 11:00 a.m., via teleconference.

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

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

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

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

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

(a) Community College of Aurora, 16000 East CentreTech Parkway

9. Special District Management Services, Inc., or his/her designee, is hereby appointed to post the above-referenced notices.

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

RESOLUTION APPROVED AND ADOPTED on November 21, 2024.

**AURORA CENTRETECH
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2024-11-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
AURORA CENTRETECH METROPOLITAN DISTRICT
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 6, 2025**

A. The terms of the offices of Directors Erika K. Shorter, Tyler L. Carlson and Amber L. Carlson 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 Aurora CentreTech Metropolitan District (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, 303-987-0835 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://auroracentretechmd.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 November 21, 2024.

**AURORA CENTRETECH
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary

Aurora Centre Tech Metropolitan District
September-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Media Group	108159	8/20/2024	9/19/2024	\$ 122.85	Legal Publications	1680
CDI Consolidated Divisions, Inc.	2015689	8/17/2024	8/17/2024	\$ 720.00	Landscape Maintenance	1673
CDI Consolidated Divisions, Inc.	2015738	8/24/2024	8/24/2024	\$ 1,384.58	Irrigation Repairs	1674
CDI Consolidated Divisions, Inc.	2015837	9/3/2024	9/3/2024	\$ 3,732.59	Landscape Maintenance	1673
CDI Consolidated Divisions, Inc.	2015611	8/10/2024	8/10/2024	\$ 1,608.50	Landscape Maintenance	1673
CDI Consolidated Divisions, Inc.	2015739	8/24/2024	8/24/2024	\$ 463.55	Irrigation Repairs	1674
CDI Consolidated Divisions, Inc.	2015737	8/24/2024	8/24/2024	\$ 1,394.00	Irrigation Repairs	1674
CDI Consolidated Divisions, Inc.	2015690	8/17/2024	8/17/2024	\$ 854.53	Irrigation Repairs	1674
CDI Consolidated Divisions, Inc.	2015583	8/17/2024	8/17/2024	\$ 14,594.02	Landscape Maintenance	1673
CDI Consolidated Divisions, Inc.	2015740	8/24/2024	8/24/2024	\$ 1,156.00	Landscape Maintenance	1673
City of Aurora	A137107 8.2024	8/20/2024	8/20/2024	\$ 265.14	Utilities	1705
City of Aurora	A003570 8.2024	8/22/2024	8/22/2024	\$ 1,013.81	Utilities	1705
City of Aurora	A003572 8.2024	8/22/2024	8/22/2024	\$ 30.92	Utilities	1705
City of Aurora	A003571 8.2024	8/22/2024	8/22/2024	\$ 2,705.36	Utilities	1705
City of Aurora	A003569 8.2024	8/22/2024	8/22/2024	\$ 404.43	Utilities	1705
Diversified Underground, Inc.	30475	8/31/2024	9/30/2024	\$ 165.00	Locates	1690
McGeady Becher Cortese Williams P.C.	1M 07.2024	7/31/2024	7/31/2024	\$ 4,325.18	Legal	1675
Special Dist Management Srvc	8.2024	8/31/2024	8/31/2024	\$ 1,936.40	Accounting	1612
Special Dist Management Srvc	8.2024	8/31/2024	8/31/2024	\$ 2,994.16	Management Fees	1614
Utility Notification Center	224080070	8/31/2024	8/31/2024	\$ 29.67	Miscellaneous Expenses	1685
Xcel Energy	891382643	8/22/2024	8/22/2024	\$ 0.47	Utilities	1705
				\$ 39,901.16		

**Aurora Centre Tech Metropolitan District
September-24**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 39,901.16			\$ 39,901.16
Total Disbursements from Checking Acct	\$39,901.16	\$0.00	\$0.00	\$39,901.16

Aurora Centre Tech Metropolitan District

October-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
CDI Consolidated Divisions, Inc.	2016372	9/30/2024	9/30/2024	\$ 1,803.00	Landscape Maintenance	1673
CDI Consolidated Divisions, Inc.	2016371	9/30/2024	9/30/2024	\$ 1,422.23	Irrigation Repairs	1674
CDI Consolidated Divisions, Inc.	2015917	8/31/2024	8/31/2024	\$ 82.00	Irrigation Repairs	1674
CDI Consolidated Divisions, Inc.	2016011	9/7/2024	9/7/2024	\$ 619.00	Landscape Maintenance	1673
CDI Consolidated Divisions, Inc.	2016181	9/28/2024	9/28/2024	\$ 4,175.48	Landscape Maintenance	1673
CDI Consolidated Divisions, Inc.	2016133	9/14/2024	9/14/2024	\$ 290.75	Irrigation Repairs	1674
CDI Consolidated Divisions, Inc.	2016262	10/1/2024	10/1/2024	\$ 3,732.59	Landscape Maintenance	1673
City of Aurora	A003571 9.2024	9/23/2024	9/23/2024	\$ 2,686.75	Utilities	1705
City of Aurora	A003569 9.2024	9/23/2024	9/23/2024	\$ 71.14	Utilities	1705
City of Aurora	A003572 9.2024	9/23/2024	9/23/2024	\$ 52.47	Utilities	1705
City of Aurora	A137107 9.2024	9/19/2024	9/19/2024	\$ 919.45	Utilities	1705
City of Aurora	A003570 9.2024	9/23/2024	9/23/2024	\$ 261.80	Utilities	1705
Colorado Special Districts P&L	25WC-60757-0126	8/7/2024	8/7/2024	\$ 450.00	Prepaid Expenses	1142
Diversified Underground, Inc.	30659	9/30/2024	10/30/2024	\$ 315.00	Locates	1690
McGeady Becher Cortese Williams P.C.	1M 8.2024	8/31/2024	8/31/2024	\$ 2,017.31	Legal	1675
Ranger Engineering	1971	9/16/2024	9/16/2024	\$ 1,055.37	Engineering	3784
Special Dist Management Srvc	9.2024	9/30/2024	9/30/2024	\$ 1,163.90	Accounting	1612
Special Dist Management Srvc	9.2024	9/30/2024	9/30/2024	\$ 2,582.51	Management Fees	1614
Utility Notification Center	224090062	9/30/2024	9/30/2024	\$ 42.57	Miscellaneous Expenses	1685
Xcel Energy	896533141	10/1/2024	10/1/2024	\$ 1.34	Utilities	1705
Xcel Energy	895474097	9/23/2024	9/23/2024	\$ 66.66	Utilities	1705
				\$ 23,811.32		

Aurora Centre Tech Metropolitan District
October-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 23,811.32			\$ 23,811.32
Total Disbursements from Checking Acct	\$23,811.32	\$0.00	\$0.00	\$23,811.32

AURORA CENTRETECH METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2024

	Rate	Operating	Debt Service	Total
Checking:				
Cash in Checking-Wells Fargo		\$ (69,064.82)	\$ 39,324.28	\$ (29,740.54)
Investments:				
Investment in ColoTrust	5.2684%	819,063.40	2,093,446.28	2,912,509.68
Trustee:				
Trustee-DS Reserve A		-	349.39	349.39
Trustee-2008 DS Reserve		-	1,995.02	1,995.02
Trustee-Capital Int/Reserve A			35.24	35.24
Trustee-Capital Int/Reserve C			198.47	198.47
TOTAL FUNDS:		\$ 749,998.58	\$ 2,135,348.68	\$ 2,885,347.26

2024 Mill Levy Information

General Fund	9.568
Debt Service Fund	28.497
Abatement	0.167
Total	38.232

Board of Directors

- * Tyler Carlson
- * Amber L. Carlson
- Susan Wikstrom
- Jeff Wikstrom
- Erika Shorter

*authorized signer on checking account

AURORA CENTRETECH METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

September 30, 2024

AURORA CENTRETECH METROPOLITAN DISTRICT
COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
September 30, 2024

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>FIXED ASSETS</u>	<u>LONG-TERM DEBT</u>	<u>TOTAL MEMO ONLY</u>
Assets					
Cash in Checking-Wells Fargo	\$ (69,065)	\$ 39,324	\$ -	\$ -	\$ (29,741)
Investment in ColoTrust	819,063	2,093,446	-	-	2,912,510
Trustee-Capital Int/Reserve A	-	35	-	-	35
Trustee-DS Reserve A	-	349	-	-	349
Trustee-Capital Int/Reserve C	-	198	-	-	198
Trustee-2008 DS Reserve	-	1,995	-	-	1,995
Total Current Assets	<u>749,999</u>	<u>2,135,349</u>	<u>-</u>	<u>-</u>	<u>2,885,347</u>
Other Debits					
Amount in Debt Service Fund	-	-	-	2,135,349	2,135,349
Amount to be Provided for Debt	-	-	-	6,252,478	6,252,478
Total Other Debits	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,387,827</u>	<u>8,387,827</u>
Capital Assets					
Construction in Progress	-	-	3,757,868	-	3,757,868
Total Capital Assets	<u>-</u>	<u>-</u>	<u>3,757,868</u>	<u>-</u>	<u>3,757,868</u>
Total Assets	<u>\$ 749,999</u>	<u>\$ 2,135,349</u>	<u>\$ 3,757,868</u>	<u>\$ 8,387,827</u>	<u>\$ 15,031,042</u>
Liabilities					
Bonds Payable	\$ -	\$ -	\$ -	\$ 6,105,000	\$ 6,105,000
Developer Advance Payable	-	-	-	2,072,508	2,072,508
Developer Adv Accrued Interest	-	-	-	210,319	210,319
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,387,827</u>	<u>8,387,827</u>
Fund Balance					
Investment in Fixed Assets	-	-	3,757,868	-	3,757,868
Fund Balance	274,409	727,143	-	-	1,001,551
Current Year Earnings	475,590	1,408,206	-	-	1,883,796
Total fund balances	<u>749,999</u>	<u>2,135,349</u>	<u>-</u>	<u>-</u>	<u>6,643,215</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 749,999</u>	<u>\$ 2,135,349</u>	<u>\$ 3,757,868</u>	<u>\$ 8,387,827</u>	<u>\$ 15,031,042</u>

AURORA CENTRETECH METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
General Fund
For the 9 Months Ending
September 30, 2024

Account Description	Period Actual	YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
Revenues					
Property Tax Revenue	\$ 27,671	\$ 507,550	\$ 491,120	\$ 16,430	103.3%
Specific Ownership Taxes	27,072	74,547	90,000	(15,453)	82.8%
Investment Income	10,792	22,565	4,000	18,565	564.1%
Total Revenues	<u>65,535</u>	<u>604,662</u>	<u>585,120</u>	<u>19,542</u>	<u>103.3%</u>
Expenditures					
Accounting	6,463	13,208	14,500	1,292	91.1%
Management Fees	7,512	13,685	22,750	9,065	60.2%
Accounting/Audit	6,200	6,200	7,600	1,400	81.6%
Election Expense	-	85	-	(85)	-
Insurance	-	7,056	7,500	444	94.1%
Landscape Maintenance	29,276	49,936	85,000	35,064	58.7%
Irrigation Repairs	5,493	5,616	4,750	(866)	118.2%
Legal	4,542	7,548	26,250	18,702	28.8%
Legal Publications	241	241	325	84	74.2%
Miscellaneous Expenses	431	1,023	1,500	478	68.2%
Locates	520	1,330	16,000	14,670	0.08
County Treasurer's Fees	415	7,615	7,367	(248)	103.4%
Utilities	14,013	15,530	18,000	2,470	86.3%
Contingency	-	-	40,000	40,000	0.0%
Capital Projects	-	-	300,000	300,000	0.0%
Emergency Reserves	-	-	17,554	17,554	0.0%
Total Expenditures	<u>75,107</u>	<u>129,072</u>	<u>569,096</u>	<u>440,024</u>	<u>22.7%</u>
Excess (Deficiency) of Revenues Over Expenditures	(9,572)	475,590	16,024	459,566	
Beginning Fund Balance	759,571	274,409	103,175	171,234	
Ending Fund Balance	<u>\$ 749,999</u>	<u>\$ 749,999</u>	<u>\$ 119,199</u>	<u>\$ 630,800</u>	

AURORA CENTRETECH METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Debt Service Fund
For the 9 Months Ending
September 30, 2024

Account Description	Period Actual	YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
Revenues					
Property Tax Revenue	\$ 81,001	\$ 1,441,976	\$ 1,437,642	\$ 4,334	100.3%
Buckley Yard Pledged Revenue	-	19,663	5,500	14,163	357.5%
Investment Income	27,991	60,976	20,000	40,976	304.9%
Total Revenues	<u>108,992</u>	<u>1,522,616</u>	<u>1,463,142</u>	<u>59,474</u>	<u>104.1%</u>
Expenditures					
Bond Principal	-	-	1,155,000	1,155,000	0.0%
Bond Int-1998 GO Refunding/Imp	-	85,775	171,550	85,775	50.0%
Paying Agent/Trustee Fees	7,000	7,000	7,000	-	100.0%
County Treasurer's Fees	1,215	21,634	21,565	(69)	100.3%
Total Expenditures	<u>8,215</u>	<u>114,410</u>	<u>1,355,115</u>	<u>1,240,705</u>	<u>8.4%</u>
Excess (Deficiency) of Revenues Over Expenditures	100,777	1,408,206	108,027	1,300,179	
Beginning Fund Balance	2,034,572	727,143	796,965	(69,822)	
Ending Fund Balance	<u>\$ 2,135,349</u>	<u>\$ 2,135,349</u>	<u>\$ 904,992</u>	<u>\$ 1,230,357</u>	

Note: The District is required to maintain a minimum liquidity of \$700,000 in the Debt Service Fund.



ARAPAHOE COUNTY

PK Kaiser, MBA, MS

Assessor

August 21, 2024

AUTH 4043 AURORA CENTRETECH METRO
SPECIAL DISTRICT MANAGEMENT
SERVICES
C/O JAMES RUTHVEN
141 UNION BLVD SUITE 150
LAKEWOOD CO 80228

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

Code # 4043

CERTIFICATION OF VALUATION

The Arapahoe County Assessor reports a taxable assessed valuation for your taxing entity for 2024 of:

\$52,477,844

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: AURORA CENTRETECH METRO

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.	\$	50,448,878
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	52,477,844
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	52,477,844
5. NEW CONSTRUCTION: *	5.	\$	886,150
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	8,466

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution

* New construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2024:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	232,852,317
ADDITIONS TO TAXABLE REAL PROPERTY			
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	3,176,168
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): **		\$	33,468
--	--	----	--------

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

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

AURORA CENTRETECH METROPOLITAN DISTRICT
Assessed Value, Property Tax and Mill Levy Information

Developer Reimbursement

	2023 Actual	2024 Adopted Budget	2025 Preliminary Budget	2025 Option #2 (Same \$)	2025 Option #3 (Same Mill)
Assessed Valuation	\$ 44,009,046	\$ 50,448,878	\$ 52,477,844	\$ 52,447,844	\$ 52,447,844
Mill Levy					
General Fund	9.568	9.568	16.002	38.247	38.065
Debt Service Fund	28.497	28.497	22.063	-	-
Refunds and Abatements	0.734	0.167	0.161	0.161	0.161
Total Mill Levy	38.799	38.232	38.226	38.408	38.226
Property Taxes					
General Fund	\$ 421,079	\$ 482,695	\$ 848,199	\$ 2,005,973	\$ 1,996,427
Debt Service Fund	1,254,126	1,437,642	1,157,819	-	-
Refunds and Abatements	32,303	8,425	8,449	8,444	8,444
Actual/Budgeted Property Taxes	\$ 1,707,508	\$ 1,928,762	\$ 2,014,467	\$ 2,014,417	\$ 2,004,871

AURORA CENTRETECH METROPOLITAN DISTRICT

**GENERAL FUND
Developer Reimbursement
with 2023 Actual, 2024 Adopted Budget and 2024 Estimated**

	2023 Actual	01/24-09/24 YTD Actual	2024 Adopted Budget	2024 Estimated	2025 Preliminary Budget	Option #2 \$	Option #3 Mill
BEGINNING FUND BALANCE	\$ 1,304,710	\$ 274,409	\$ 103,175	\$ 274,409	\$ 329,778	\$ 329,778	\$ 329,778
REVENUE							
Property Tax Revenue	427,449	507,550	491,120	507,550	856,648	2,014,417	2,004,871
Specific Ownership Taxes	111,884	74,547	90,000	90,000	90,000	90,000	90,000
Miscellaneous Income	481	-	-	-	-	-	-
Investment Income	32,024	22,565	4,000	25,000	4,000	4,000	4,000
Total Revenue	571,839	604,662	585,120	622,550	950,648	2,108,417	2,098,871
Total Funds Available	1,876,549	879,071	688,294	896,959	1,280,425	2,438,194	2,428,648
EXPENDITURES							
Administration							
Accounting	18,234	13,208	14,500	14,500	16,000	16,000	16,000
Management Fees	14,897	13,685	22,750	22,750	24,000	24,000	24,000
Accounting/Audit	6,000	6,200	7,600	7,600	6,800	6,800	6,800
Election Expense	1,058	85	-	85	4,000	4,000	4,000
Insurance	6,630	7,056	7,500	7,056	7,500	7,500	7,500
Landscape Maintenance	29,414	49,936	85,000	85,000	90,000	90,000	90,000
Irrigation Repairs	17,491	5,616	4,750	7,500	5,000	5,000	5,000
Legal	26,370	7,548	26,250	26,250	28,000	28,000	28,000
Locates	8,555	1,330	16,000	16,000	15,000	15,000	15,000
Legal Publications	326	241	325	325	325	325	325
Miscellaneous Expenses	1,121	1,023	1,500	1,500	1,500	1,500	1,500
County Treasurer's Fees	6,796	7,615	7,367	7,615	12,850	30,216	30,073
Utilities	13,664	15,530	18,000	21,000	18,000	18,000	18,000
Contingency	-	-	40,000	-	40,000	40,000	40,000
Capital Projects	2,749,076	-	300,000	-	-	-	-
Emergency Reserves	-	-	17,554	-	28,519	63,253	62,966
Dev Adv Repay - Principal	1,357,071	-	-	350,000	725,000	725,000	725,000
Dev Adv Repay - Interest	66,762	-	-	-	-	-	-
Total Expenditures	4,323,467	129,072	569,095	567,181	1,022,494	1,074,594	1,074,164
Transfers and Other Sources (Uses)							
Transfer to Debt Service	25,000	-	-	-	-	1,140,425	1,140,425
Developer Advances	2,746,327	-	-	-	-	-	-
Total Expenditures Requiring Appropriation	4,348,467	129,072	569,095	567,181	1,022,494	2,215,019	2,214,589
ENDING FUND BALANCE	\$ 274,409	\$ 749,999	\$ 119,199	\$ 329,778	\$ 257,931	\$ 223,176	\$ 214,059

AURORA CENTRETECH METROPOLITAN DISTRICT

**DEBT SERVICE FUND
Developer Reimbursement
with 2023 Actual and 2024 Adopted Budget**

	2023 Actual	01/24-09/24 YTD Actual	2024 Adopted Budget	2024 Estimated	2025 Preliminary Budget	Option #2 Same \$	Option #3 Mill	Same
BEGINNING FUND BALANCE	\$ 706,312	\$ 727,143	\$ 796,965	\$ 727,143	\$ 865,171	\$ 865,171	\$ 865,171	\$ 865,171
REVENUE								
Property Tax Revenue	1,273,100	1,441,976	1,437,642	1,437,642	1,157,819	-	-	-
Buckley Yard Pledged Revenue	5,501	19,663	5,500	5,500	5,500	5,500	5,500	5,500
Investment Income	71,146	61,030	20,000	50,000	20,000	20,000	20,000	20,000
Total Revenue	1,349,747	1,522,669	1,463,142	1,493,142	1,183,319	25,500	25,500	25,500
Total Funds Available	2,056,059	2,249,812	2,260,107	2,220,285	2,048,490	890,671	890,671	890,671
EXPENDITURES								
Bond Principal	1,125,000	-	1,155,000	1,155,000	1,185,000	1,185,000	1,185,000	1,185,000
Bond Int-1998 GO Refunding/Imp	203,163	85,775	171,550	171,550	139,096	139,096	139,096	139,096
Paying Agent/Trustee Fees	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
County Treasurer's Fees	18,753	21,634	21,565	21,565	17,367	-	-	-
Total Expenditures	1,353,916	114,410	1,355,115	1,355,115	1,348,463	1,331,096	1,331,096	1,331,096
Transfers and Other Sources (Uses)								
Transfer from General Fund	25,000	-	-	-	-	1,140,425	1,140,425	1,140,425
Total Expenditures Requiring Appropriation	1,353,916	114,410	1,355,115	1,355,115	1,348,463	1,331,096	1,331,096	1,331,096
ENDING FUND BALANCE	\$ 727,143	\$ 2,135,402	\$ 904,992	\$ 865,171	\$ 700,027	\$ 700,000	\$ 700,000	\$ 700,000

NOTES TO DEBT SERVICE FUND
Minimum Fund balance requirement is
\$700,000

Developer Reimbursement

Year	Principal Due	Interest Due	Payment Made	Balance Due
2024	4,100,000	287,000	350,000	4,037,000
2025	4,037,000	282,590	725,000	3,594,590
2026	3,594,590	251,621	346,776	3,499,435
2027	3,499,435	244,960	362,202	3,382,193
2028	3,382,193	236,754	378,065	3,240,882
2029	3,240,882	226,862	1,720,624	1,747,120
2030	1,747,120	122,298	1,757,284	112,135
2031	112,135	7,849	1,794,711	(1,674,727)
2032	(1,674,727)	(117,231)	1,832,920	(3,624,878)
2033	(3,624,878)	(253,741)	1,871,929	(5,750,548)
2034	(5,750,548)	(402,538)	1,911,753	(8,064,840)
2035	(8,064,840)	(564,539)	1,952,409	(10,581,788)
2036	(10,581,788)	(740,725)	1,993,915	(13,316,429)
2037	(13,316,429)	(932,150)	2,036,288	(16,284,867)
2038	(16,284,867)	(1,139,941)	2,079,546	(19,504,353)
2039	(19,504,353)	(1,365,305)	2,123,706	(22,993,364)
2040	(22,993,364)	(1,609,535)	2,168,789	(26,771,689)
2041	(26,771,689)	(1,874,018)	2,214,812	(30,860,519)
2042	(30,860,519)	(2,160,236)	2,261,796	(35,282,551)
2043	(35,282,551)	(2,469,779)	2,309,759	(40,062,089)
2044	(40,062,089)	(2,804,346)	2,358,723	(45,225,158)
2045	(45,225,158)	(3,165,761)	2,408,707	(50,799,626)
2046	(50,799,626)	(3,555,974)	2,459,733	(56,815,333)
2047	(56,815,333)	(3,977,073)	2,511,823	(63,304,230)
2048	(63,304,230)	(4,431,296)	2,564,998	(70,300,524)
2049	(70,300,524)	(4,921,037)	2,619,280	(77,840,840)

Interest Rate 7%

Revenue for Repayment

Year	GF Revenue	Expense	Available	Series 2016 DS
2025	2,004,871	1,673,096	331,775	1,324,096
2026	2,044,968	1,698,192	346,776	1,325,796
2027	2,085,868	1,723,665	362,202	1,326,514
2028	2,127,585	1,749,520	378,065	1,326,250
2029	2,170,137	449,513	1,720,624	-
2030	2,213,540	456,256	1,757,284	-
2031	2,257,810	463,100	1,794,711	-
2032	2,302,967	470,046	1,832,920	-
2033	2,349,026	477,097	1,871,929	-
2034	2,396,006	484,253	1,911,753	-
2035	2,443,927	491,517	1,952,409	-
2036	2,492,805	498,890	1,993,915	-
2037	2,542,661	506,373	2,036,288	-
2038	2,593,514	513,969	2,079,546	-
2039	2,645,385	521,678	2,123,706	-
2040	2,698,292	529,503	2,168,789	-
2041	2,752,258	537,446	2,214,812	-
2042	2,807,303	545,508	2,261,796	-
2043	2,863,449	553,690	2,309,759	-
2044	2,920,718	561,996	2,358,723	-
2045	2,979,133	570,426	2,408,707	-
2046	3,038,715	578,982	2,459,733	-
2047	3,099,490	587,667	2,511,823	-
2048	3,161,480	596,482	2,564,998	-
2049	3,224,709	605,429	2,619,280	-

AV Inflation 2.0%

Expense Inflation 1.5%

RESOLUTION NO. 2024 - 11 - _
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE AURORA CENTRETECH METROPOLITAN DISTRICT
TO ADOPT THE 2025 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Aurora CentreTech Metropolitan District (“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 November 21, 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 Aurora CentreTech Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Aurora CentreTech Metropolitan District 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 21st day of November, 2024.

(SEAL)

EXHIBIT A
(Budget)

I, David Solin, hereby certify that I am the duly appointed Secretary of the Aurora CentreTech Metropolitan District, 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 Aurora CentreTech Metropolitan District held on November 21, 2024.

By: _____

RESOLUTION NO. 2024- 11 - __
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE AURORA CENTRETECH METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Aurora Centretech Metropolitan District (“District”) has adopted the 2025 annual budget in accordance with the Local Government Budget Law on November 21, 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 Aurora Centretech Metropolitan District:

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 21st day of November,2024.

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

I, David Solin, hereby certify that I am the duly appointed Secretary of the Aurora CenterTech Metropolitan District, 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 Aurora CenterTech Metropolitan District held on November 21, 2024.

Secretary



Snow and Ice Mitigation Services for the 24/25 Season

Property Name: Aurora Centretech

Property Address: 16502 East Centretech Parkway, Aurora, Colorado 80011, United States

Client Information (Client)

Owner or Management Company: Special District Management Services, Inc.

Representative:

Email:

Phone:303.987.0835

Billing Address:

Accounts Payable Contact:

Accounts Payable Email:

Nature's Workforce Information (Contractor)

Nature's Workforce: Cory France

Email: coryf@cdi-services.com

Phone: 303.501.5697

Service Office: Aurora (East Denver)

Dates of service beginning October 1, 2024 and ending May 31, 2025

Scope of Services	Service Y or N	Trigger Depth in Inches	Ice Mitigation Required Y or N
Parking Area/Drive Lanes	No	0	No
Private Sidewalks	Yes	4	No

Other or special Requirements? __

Contractor proposes to provide all labor and materials necessary to complete snow and ice management in accordance with the following details, specifications and estimates.

Service	Unit of Measure	Unit Price
4x4 Pickup with Plow	HR	\$135.00
Sand Truck with Plow	HR	\$135.00
ATV with Plow	HR	\$125.00
Zero-Turn with Plow	HR	\$125.00
Skidsteer with Plow	HR	\$169.00
Loader with Plow or Bucket	HR	\$326.00
Tractor with Plow	HR	\$280.00
Dump Truck	HR	\$169.00
Snow Blower	HR	\$90.00
Labor	HR	\$72.00
Snow Captain Site Supervision	HR	\$110.00
Ice Slicer (Granular)	TON	\$325.00



a CDI Environmental Contracting Company

Ice Melt	BAG	\$50.00
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Notes:

- Note: The above stated rates are based on time and material. All services are charged portal to portal. There is a minimum charge of 1 hour per push for each piece of equipment used, and such minimum charge shall also include 1 hour of snow supervision and 1 bag (50 lb) ice melt and/or 1/2 ton ice slicer. Client agrees to pay Contractor for time and materials utilized by the contractor, including the minimum charge stated herein. Items listed above include the operator fee in the hourly rate.
- Fuel Surcharge: If fuel prices exceed \$4.00 per gallon for gasoline or \$4.50 per gallon for diesel, a surcharge of 8% will be charged on top of the above rates. Additionally, if material costs exceed more than 20% of quoted vendor price and/or cost at the beginning of the season, material prices will be adjusted to reflect such increases and Client agrees to pay the increase. By signing this Contract, Contractor and Client agree to the above pricing, including this fuel surcharge.
- Snow Staking: Staking of the site(s) will be billed at the above hourly rate, which includes materials. In the event that Client elects to not have the site(s) staked by Contractor prior to commencement of snow/ice removal, then Contractor shall not be responsible for any damage to the site which occurs as a result of snow/ice removal operations.
- Snow Clearing between Cars: Clearing in between cars or other obstructions in parking lots is not included. It is client's responsibility to ensure all vehicles and obstacles have been removed prior to snow services beginning.
- Terms and Conditions.
 - Contractor will furnish labor, materials, supervision and necessary equipment to perform snow/ice removal services as set forth on page one. Services will be provided for length of time specified in "agreement term." Contractor will provide only the services outlined and only at the locations ("site(s)") referenced on page one.
 - 2. Contractor will not be responsible for anything that is not included on page one of this Contract. Contractor shall not be held responsible for any damage resulting from Client's (or its agent's) lack of or improper staking of the site(s). If Contractor provides land marking at the site(s), Contractor shall be responsible for items that are damaged by Contractor that have been land marked and will repair, replace, or credit client for such damages which were not present prior to contracted services. However, in order for this provision to apply, Contractor must be notified by Client in writing within 48 hours of such damage occurring, otherwise, any claim for such damage is irrevocably waived by Client.
 - 3. Contractor shall not be liable for untimely notice of accumulation by Client for snow removal. Neither will Contractor be liable for any damages resulting from Client's failure to timely or appropriately request services from Contractor.
 - 4. Contractor reserves the right to stop work, with or without notice, if Client does not pay each invoice in full within ten (10) days of the invoice date. In the event that Contractor stops work under this provision, Contractor shall have no obligation to maintain, care for, or provide any service for the site(s) unless and until all of Client's outstanding account is brought current. While Contractor has no responsibility for the sites(s), Contractor shall not be liable for any injuries to Client or to any invitee, guest, or licensee of Client related to accumulation or other hazardous conditions on the site(s). Further, Client acknowledges and agrees that Contractor has the right to record a mechanic's lien against any real property for which Contractor provides the services hereunder.
 - 5. Client further agrees to pay Contractor a finance charge of 1.75% per month (21% per annum) for any amount which is not paid in full within fifteen (15) days of the invoice date. Client shall also pay Contractor's fees incurred in association with collection including, but not limited to, attorneys' fees, collection agency fees, and court costs.
 - 6. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Colorado. Any controversy or claim arising out of or relating to this contract shall be settled by Med-Arb, as defined in C.R.S. § 13-22-302 (mediation/arbitration) or in a court of competent jurisdiction in the State of Colorado, County of Douglas, at Contractor's sole discretion. If Med-Arb is selected by Contractor, then Contractor and Client shall mutually agree upon a mediator/arbitrator, or if they cannot agree, then Contractor shall select from a list of American Arbitration Association arbitrators in Denver, Colorado. If applicable, Med-Arb shall be under the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association and shall take place in Denver, Colorado. Any settlement agreement shall include reasonable attorney fees and costs incurred by the successful party plus interest at the legal rate. Judgment may be entered upon any such award in any Court of competent jurisdiction, which shall be final and binding upon the parties. **EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS CONTRACT**
 - 7. To the extent allowed by law, Contractor shall not be responsible or liable to Client or to any third-party for any damages to existing walks, curbs, driveways, speed bumps, expansion joints, rubber-coated decks, cesspools, septic tanks, utility lines, sprinkler systems, arches, shrubs, lawn, trees, or other personal property, appurtenances or improvements, or for any damage to the site(s) itself (collectively "Damages"), except in the case of Contractor's gross negligence. Client shall indemnify, defend and hold Contractor harmless for any and all Damages caused by Client or any of its agents, employees, suppliers, vendors, assigns, or anyone under Client's direction, permission or control.
 - 8. If, after Contractor has declared the work completed, Client claims that work still remains to be done, Client shall give Contractor reasonable (in time and amount of detail) notice and opportunity to complete the work before proceeding to hire any other entity to complete the services. Upon Contractor's completion of any corrective work claimed by Client, Contractor shall be entitled to payment of the full of the Contract Price then remaining due.
 - 9. This Contract may be amended by a written change order or other agreement signed by both parties, or by Client requesting additional services be performed, Contractor performing said services, and Client accepting such work from Contractor.
 - 10. This Contract constitutes the entire contract between the parties and neither party shall be bound by any oral statements or representation by any party or agent
 - 11. No action arising from or related to the Contract, or the performance thereof, shall be commenced by either party against the other more than one year after the completion or cessation of work under this Contract. This limitation applies to all actions of any character, whether a law or in equity, and whether sounding in contract, tort, or otherwise.
 - 12. Contractor agrees to complete its work under this Contract in a good and workmanlike manner, but is not responsible for failures or defects which result from work done by others.
 - 13. Contractor shall not be liable for any claim, loss, expense, damage or cause of action resulting in any matter whatsoever, directly or indirectly, from weather conditions, unless such claim is caused by negligence of Contractor.



a CDI Environmental Contracting Company

- 14. In the event CDI mobilizes on a Holiday, as defined below, all rates are doubled. "Holidays" shall consist of the following days/times:
 - Thanksgiving Day 12:01 am – 11:59 pm
 - Christmas Day 12:01 am – 11:59 pm
 - New Years' Day 12:01 am – 11:59 pm
- 15. Client understands and agrees that Contractor's response time will be affected by events beyond Contractor's control (e.g. governmental emergency, equipment failure, unusually severe weather conditions, etc.) Client further understands that response time will be affected by Contractor's ability to travel to the site(s), and that Contractor may be delayed or even prevented from reaching the site(s). Client also acknowledges that the rate of snowfall and wind conditions dramatically affect snow/ice management operations. Accordingly, Client agrees that Contractor shall not be held to any specific level of performance, other than it shall make a reasonable, good faith effort to complete the work specified herein.
- 16. At no time will Contractor be liable for personal injury or property damage caused by changing winter weather conditions before, during or after the snow/ice removal has been completed.
- 17. Contractor may terminate this Contract at any time, upon ten (10) work days' written notice to Client, for non-payment and may terminate this Contract at any time, upon fifteen (15) work days' written notice to Client, for any other reason. Client may terminate this Contract upon fifteen (15) work days' written notice to Contractor if Contractor fails to cure or take reasonable steps to cure any defaults under this Contract within seven (7) work days of Contractor's receipt of written notice from Client specifying the alleged defaults.
- 18. Client understands and acknowledges that Contractor's crews may not work safely in blizzard or blizzard-like conditions, or if temperatures and/or wind conditions make the wind chill factor below 20 degrees Fahrenheit. Client understands that Contractor reserves the right to have its crew(s) cease working in such conditions.
- 19. If any provision of this Contract is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- 20. Whenever any provision of this Contract requires the giving of written notice, such notice shall be delivered to Client at the address stated on page one, or to Contractor at: CDI, 5585 Airport Rd, Sedalia, CO 80135, [INSERT EMAIL]. The notice shall be effective as of the date of personal delivery or email delivery, or on the fifth day after mailing (which mailing must be certified mail, postage prepaid and return receipt requested).
- 21 Payment Terms: Payment due 30 Days from invoice.

Acceptance of Contract

The undersigned representative of Client hereby acknowledges, represents and warrants to Contractor that: i) he/she is authorized to represent Client with respect to this Contract and has been authorized to sign on Client's behalf; ii) Client is the owner of the site(s) listed on page one of this Contract ("Owner"), or is the authorized representative of the Owner and has the authority to enter into this Contract on behalf of Owner; iii) HE/SHE HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS PROPOSAL, iv) he/she has received from Contractor a completed copy of this Contract, including the Job Estimate, if applicable, v) in consideration of the products, materials and services to be provided by Contractor, he/she accepts the terms and conditions of the Contract in its entirety and, on behalf of Client and Owner, authorizes Contractor to acquire the Billing contact information below.

Accounts Payable Name:
 Phone Number:
 Email:
 Company information if different than the proposal Header

ClientSpecial District Management Services, Inc.	Nature's Workforce
Name:	Name:
Signature:	Signature:
Date:	Date:

Nature's Workforce a CDI Environmental Contractors Company.
 Consolidated Divisions, Inc. dba CDI Environmental Contractors an Equal Opportunity Employer.
 CDI Environmental Contractors (Cooperate), 5585 Airport Rd. Sedalia CO, 80135 303.471.1522

**EXHIBIT C
FORM OF CHANGE ORDER**

Change Order No: 2	Date Issued: November 1, 2024
Name of Agreement: Service Agreement for Snow Removal	
Date of Agreement: November 17, 2022	District(s): Aurora Centretech Metropolitan District
Other Party/Parties: Consolidated Divisions, Inc.	

CHANGE IN SCOPE OF SERVICES (describe):

2024-2025 snow removal services per attached proposal.


CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ [time and materials]	Original Term: Expires <u>May 31</u> , 20 <u>23</u>
Increase of this Change Order: \$ [time & materials]	New Term: Expires <u>May 31</u> , 20 <u>25</u>
Price with all Approved Change Orders: \$ [time and materials]	Agreement Time with all Approved Change Orders:

APPROVED:

By: 

District

APPROVED:

By: 

Consultant



Snow and Ice Mitigation Services for the 24/25 Season

Property Name: Aurora Centretech

Property Address: 16502 East Centretech Parkway, Aurora, Colorado 80011, United States

Client Information (Client)

Owner or Management Company: Special District Management Services, Inc.

Representative:

Email:

Phone:303.987.0835

Billing Address:

Accounts Payable Contact:

Accounts Payable Email:

Nature's Workforce Information (Contractor)

Nature's Workforce: Cory France

Email: coryf@cdi-services.com

Phone: 303.501.5697

Service Office: Aurora (East Denver)

Dates of service beginning October 1, 2024 and ending May 31, 2025

Scope of Services	Service Y or N	Trigger Depth in Inches	Ice Mitigation Required Y or N
Parking Area/Drive Lanes	No	0	No
Private Sidewalks	Yes	4	No

Other or special Requirements? ___

Contractor proposes to provide all labor and materials necessary to complete snow and ice management in accordance with the following details, specifications and estimates.

Service	Unit of Measure	Unit Price
4x4 Pickup with Plow	HR	\$135.00
Sand Truck with Plow	HR	\$135.00
ATV with Plow	HR	\$125.00
Zero-Turn with Plow	HR	\$125.00
Skidsteer with Plow	HR	\$169.00
Loader with Plow or Bucket	HR	\$326.00
Tractor with Plow	HR	\$280.00
Dump Truck	HR	\$169.00
Snow Blower	HR	\$90.00
Labor	HR	\$72.00
Snow Captain Site Supervision	HR	\$110.00
Ice Slicer (Granular)	TON	\$325.00



a CDI Environmental Contracting Company

Ice Melt	BAG	\$50.00
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Notes:

- Note: The above stated rates are based on time and material. All services are charged portal to portal. There is a minimum charge of 1 hour per push for each piece of equipment used, and such minimum charge shall also include 1 hour of snow supervision and 1 bag (50 lb) ice melt and/or 1/2 ton ice slicer. Client agrees to pay Contractor for time and materials utilized by the contractor, including the minimum charge stated herein. Items listed above include the operator fee in the hourly rate.
- Fuel Surcharge: If fuel prices exceed \$4.00 per gallon for gasoline or \$4.50 per gallon for diesel, a surcharge of 8% will be charged on top of the above rates. Additionally, if material costs exceed more than 20% of quoted vendor price and/or cost at the beginning of the season, material prices will be adjusted to reflect such increases and Client agrees to pay the increase. By signing this Contract, Contractor and Client agree to the above pricing, including this fuel surcharge.
- Snow Staking: Staking of the site(s) will be billed at the above hourly rate, which includes materials. In the event that Client elects to not have the site(s) staked by Contractor prior to commencement of snow/ice removal, then Contractor shall not be responsible for any damage to the site which occurs as a result of snow/ice removal operations.
- Snow Clearing between Cars: Clearing in between cars or other obstructions in parking lots is not included. It is client's responsibility to ensure all vehicles and obstacles have been removed prior to snow services beginning.
- Terms and Conditions.
 - Contractor will furnish labor, materials, supervision and necessary equipment to perform snow/ice removal services as set forth on page one. Services will be provided for length of time specified in "agreement term." Contractor will provide only the services outlined and only at the locations ("site(s)") referenced on page one.
 - 2. Contractor will not be responsible for anything that is not included on page one of this Contract. Contractor shall not be held responsible for any damage resulting from Client's (or its agent's) lack of or improper staking of the site(s). If Contractor provides land marking at the site(s), Contractor shall be responsible for items that are damaged by Contractor that have been land marked and will repair, replace, or credit client for such damages which were not present prior to contracted services. However, in order for this provision to apply, Contractor must be notified by Client in writing within 48 hours of such damage occurring, otherwise, any claim for such damage is irrevocably waived by Client.
 - 3. Contractor shall not be liable for untimely notice of accumulation by Client for snow removal. Neither will Contractor be liable for any damages resulting from Client's failure to timely or appropriately request services from Contractor.
 - 4. Contractor reserves the right to stop work, with or without notice, if Client does not pay each invoice in full within ten (10) days of the invoice date. In the event that Contractor stops work under this provision, Contractor shall have no obligation to maintain, care for, or provide any service for the site(s) unless and until all of Client's outstanding account is brought current. While Contractor has no responsibility for the sites(s), Contractor shall not be liable for any injuries to Client or to any invitee, guest, or licensee of Client related to accumulation or other hazardous conditions on the site(s). Further, Client acknowledges and agrees that Contractor has the right to record a mechanic's lien against any real property for which Contractor provides the services hereunder.
 - 5. Client further agrees to pay Contractor a finance charge of 1.75% per month (21% per annum) for any amount which is not paid in full within fifteen (15) days of the invoice date. Client shall also pay Contractor's fees incurred in association with collection including, but not limited to, attorneys' fees, collection agency fees, and court costs.
 - 6. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Colorado. Any controversy or claim arising out of or relating to this contract shall be settled by Med-Arb, as defined in C.R.S. § 13-22-302 (mediation/arbitration) or in a court of competent jurisdiction in the State of Colorado, County of Douglas, at Contractor's sole discretion. If Med-Arb is selected by Contractor, then Contractor and Client shall mutually agree upon a mediator/arbitrator, or if they cannot agree, then Contractor shall select from a list of American Arbitration Association arbitrators in Denver, Colorado. If applicable, Med-Arb shall be under the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association and shall take place in Denver, Colorado. Any settlement agreement shall include reasonable attorney fees and costs incurred by the successful party plus interest at the legal rate. Judgment may be entered upon any such award in any Court of competent jurisdiction, which shall be final and binding upon the parties. **EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS CONTRACT**
 - 7. To the extent allowed by law, Contractor shall not be responsible or liable to Client or to any third-party for any damages to existing walks, curbs, driveways, speed bumps, expansion joints, rubber-coated decks, cesspools, septic tanks, utility lines, sprinkler systems, arches, shrubs, lawn, trees, or other personal property, appurtenances or improvements, or for any damage to the site(s) itself (collectively "Damages"), except in the case of Contractor's gross negligence. Client shall indemnify, defend and hold Contractor harmless for any and all Damages caused by Client or any of its agents, employees, suppliers, vendors, assigns, or anyone under Client's direction, permission or control.
 - 8. If, after Contractor has declared the work completed, Client claims that work still remains to be done, Client shall give Contractor reasonable (in time and amount of detail) notice and opportunity to complete the work before proceeding to hire any other entity to complete the services. Upon Contractor's completion of any corrective work claimed by Client, Contractor shall be entitled to payment of the full of the Contract Price then remaining due.
 - 9. This Contract may be amended by a written change order or other agreement signed by both parties, or by Client requesting additional services be performed, Contractor performing said services, and Client accepting such work from Contractor.
 - 10. This Contract constitutes the entire contract between the parties and neither party shall be bound by any oral statements or representation by any party or agent
 - 11. No action arising from or related to the Contract, or the performance thereof, shall be commenced by either party against the other more than one year after the completion or cessation of work under this Contract. This limitation applies to all actions of any character, whether a law or in equity, and whether sounding in contract, tort, or otherwise.
 - 12. Contractor agrees to complete its work under this Contract in a good and workmanlike manner, but is not responsible for failures or defects which result from work done by others.
 - 13. Contractor shall not be liable for any claim, loss, expense, damage or cause of action resulting in any matter whatsoever, directly or indirectly, from weather conditions, unless such claim is caused by negligence of Contractor.



a CDI Environmental Contracting Company

- 14. In the event CDI mobilizes on a Holiday, as defined below, all rates are doubled. "Holidays" shall consist of the following days/times:
 - Thanksgiving Day 12:01 am – 11:59 pm
 - Christmas Day 12:01 am – 11:59 pm
 - New Years' Day 12:01 am – 11:59 pm
- 15. Client understands and agrees that Contractor's response time will be affected by events beyond Contractor's control (e.g. governmental emergency, equipment failure, unusually severe weather conditions, etc.) Client further understands that response time will be affected by Contractor's ability to travel to the site(s), and that Contractor may be delayed or even prevented from reaching the site(s). Client also acknowledges that the rate of snowfall and wind conditions dramatically affect snow/ice management operations. Accordingly, Client agrees that Contractor shall not be held to any specific level of performance, other than it shall make a reasonable, good faith effort to complete the work specified herein.
- 16. At no time will Contractor be liable for personal injury or property damage caused by changing winter weather conditions before, during or after the snow/ice removal has been completed.
- 17. Contractor may terminate this Contract at any time, upon ten (10) work days' written notice to Client, for non-payment and may terminate this Contract at any time, upon fifteen (15) work days' written notice to Client, for any other reason. Client may terminate this Contract upon fifteen (15) work days' written notice to Contractor if Contractor fails to cure or take reasonable steps to cure any defaults under this Contract within seven (7) work days of Contractor's receipt of written notice from Client specifying the alleged defaults.
- 18. Client understands and acknowledges that Contractor's crews may not work safely in blizzard or blizzard-like conditions, or if temperatures and/or wind conditions make the wind chill factor below 20 degrees Fahrenheit. Client understands that Contractor reserves the right to have its crew(s) cease working in such conditions.
- 19. If any provision of this Contract is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- 20. Whenever any provision of this Contract requires the giving of written notice, such notice shall be delivered to Client at the address stated on page one, or to Contractor at: CDI, 5585 Airport Rd, Sedalia, CO 80135, [INSERT EMAIL]. The notice shall be effective as of the date of personal delivery or email delivery, or on the fifth day after mailing (which mailing must be certified mail, postage prepaid and return receipt requested).
- 21 Payment Terms: Payment due 30 Days from invoice.

Acceptance of Contract

The undersigned representative of Client hereby acknowledges, represents and warrants to Contractor that: i) he/she is authorized to represent Client with respect to this Contract and has been authorized to sign on Client's behalf; ii) Client is the owner of the site(s) listed on page one of this Contract ("Owner"), or is the authorized representative of the Owner and has the authority to enter into this Contract on behalf of Owner; iii) HE/SHE HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS PROPOSAL, iv) he/she has received from Contractor a completed copy of this Contract, including the Job Estimate, if applicable, v) in consideration of the products, materials and services to be provided by Contractor, he/she accepts the terms and conditions of the Contract in its entirety and, on behalf of Client and Owner, authorizes Contractor to acquire the Billing contact information below.

Accounts Payable Name:
 Phone Number:
 Email:
 Company information if different than the proposal Header

ClientSpecial District Management Services, Inc.	Nature's Workforce
Name:	Name:
Signature:	Signature:
Date:	Date:

Nature's Workforce a CDI Environmental Contractors Company.
 Consolidated Divisions, Inc. dba CDI Environmental Contractors an Equal Opportunity Employer.
 CDI Environmental Contractors (Cooperate), 5585 Airport Rd. Sedalia CO, 80135 303.471.1522



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.