

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT (“DHP”)
COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT (“CIC”) NOS. 13 & 14**

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: (303) 987-0835
Fax: (303) 987-2032

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Andrew Klein	President	2023/May 2023
Kevin Smith	Treasurer	2023/May 2023
Otis Moore, III	Assistant Secretary	2022/May 2022
Theodore Laudick	Assistant Secretary	2022/May 2022
VACANT		2022/May 2022
Ann Finn	Secretary	

DATE: **March 28, 2022**

TIME: **1:00 p.m.**

PLACE: **VIA Conference Call**

**TO ATTEND THIS MEETING DIAL THE PHONE NUMBER BELOW,
AND ENTER THE INDICATED MEETING ID NUMBER AND PASSCODE
WHEN PROMPTED:**

Teleconference information:
Phone Number: 1-669-900-6833
Meeting ID: 434 948 0582
Passcode: 355867

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda; confirm location of meeting and posting of meeting notices.

C. Designate 24-hour posting location (**DHP, CIC No. 13**).

D. Review and approve Minutes of the October 25, 2021 Special Meeting (**DHP, CIC No. 13** (enclosures)).

- E. Review and approve Minutes of the February 7, 2022 Special Meeting (**CIC No. 14**) (enclosure).
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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.
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III. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims for the period beginning November 21, 2021 through March 22, 2022, in the amount of \$441,161.05 (**DHP**) (enclosure).
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- 1. Discuss authorizing Bill.com to process invoices.
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- B. Review and accept Unaudited Financial Statements, dated December 31, 2021 and Cash Position Schedule, dated December 31, 2021, updated as of March 23, 2022 (**DHP, CIC No. 13, CIC No. 14**) (enclosures).
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- C. Review and consider approval of Application for Exemption from Audit for 2021 (**CIC No. 13**) (to be distributed).
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IV. CAPITAL MATTERS

- A. Review and consider approval of Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 12, dated March 21, 2022, prepared by Schedio Group LLC, for the amount of \$453,585.66 (enclosure) (**DHP, CIC No. 13, CIC No. 14**).
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- B. Consider acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, pursuant to Report No. 12 (**DHP, CIC No. 13, CIC No. 14**).
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- C. Consider approval, ratification or acknowledgment (as appropriate) of reimbursement to ACM High Point VI LLC (“ACM”) under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 12 (**DHP, CIC No. 13, CIC No. 14**).
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- D. Consider adoption, approval, ratification or acknowledgment (as appropriate) of requisition(s) for reimbursement of verified public improvement costs, and any and all resolution(s) relating to such requisition(s), pursuant to Report No. 12 (**DHP, CIC No. 13, CIC No. 14**).
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- E. Consider ratifying approval of Requisition No. 56 under the CIC MD No. 14 Series 2018 Bonds, in the total amount of \$44,548.75 (**DHP, CIC No. 13, CIC No. 14**).
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- F. Discuss status of the Denver High Point Filing 1, Infrastructure Project and authorize final payment to Hudick Excavating Inc.
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V. OPERATIONS AND MAINTENANCE

- A. Review and consider ratifying approval of Service Agreement for Denver High Point at DIA Snow Removal between Denver High Point at DIA Metropolitan District and All Phase Landscape Construction, Inc. (**DHP**) (enclosure).
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- B. Review and consider ratifying approval of Service Agreement for Denver High Point at DIA Landscape Maintenance between Denver High Point at DIA Metropolitan District and All Phase Landscape Construction, Inc. (**DHP**) (enclosure).
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VI. LEGAL MATTERS

- A. Discuss status of May 3, 2022 Regular Directors’ Election.
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- B. Review and consider adoption of Resolution No. 2022-03-____, Resolution of the Board of Directors of Colorado International Center Metropolitan District No. 14 Regarding Continuing Disclosure Policies and Procedures (**CIC No. 14**) (enclosure).
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VII. OTHER BUSINESS

- A. _____

- VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 25, 2022.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT HELD OCTOBER 25, 2021

A special meeting of the Board of Directors (referred to hereafter as the "Board") of the Denver High Point at DIA Metropolitan District (referred to hereafter as the "District") was convened on Monday, the 25th day of October, 2021, at 1:00 p.m. The meeting was open to the public.

Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the meeting was held by conference call without any individuals (neither District representatives nor the general public) attending in person.

ATTENDANCE

Directors In Attendance Were:

Andrew Klein
Kevin Smith
Otis Moore, III
Theodore Laudick

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Jon Hoistad Esq.; McGeady Becher P.C.

Zachary Leavitt; CliftonLarsonAllen LLP

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board's review and approval a proposed agenda for the District's Special Meeting.

RECORD OF PROCEEDINGS

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

Meeting Location and Manner / Posting of Meeting Notices: 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. The Board determined that, due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the meeting would be held by telephonic means without any individuals (neither District Representatives nor the General Public) attending in person. Ms. Finn reported that notice was duly posted and that no objections to the telephonic manner of the meeting or any requests that the telephonic manner of the meeting be changed by taxing electors within the District boundaries have been received.

Minutes: The Board reviewed the Minutes of the August 30, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board approved the Minutes of the August 30, 2021 Special Meeting.

Resolution No. 2021-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices: Ms. Finn discussed with the Board Resolution No. 2021-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

The Board determined to meet on the 4th Monday of each month at 1:00 p.m. via conference call.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-01; Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

§32-1-809, C.R.S., Reporting Requirements, Mode of Eligible Elector Notification for 2022: The Board discussed §32-1-809, C.R.S., reporting requirements and mode of eligible elector notification for 2022.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board determined to post the required transparency notice information on the Special District Association's website.

RECORD OF PROCEEDINGS

Status of District Website:

Website Creation and Maintenance Services: The Board discussed engagement of Archipelago Web Inc. or other provider for website creation and maintenance services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board authorized the engagement of Archipelago Web Inc. for website creation and maintenance services and authorized any necessary actions in connection therewith.

Termination of Eligible Governmental Entity Agreement with Colorado State Internet Portal Authority: The Board discussed authorizing the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board authorized the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP: The Board reviewed the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board approved the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

Claims: Mr. Leavitt reviewed with the Board the payment of claims for the period beginning August 1, 2021 through October 21, 2021, in the amount of \$1,027,174.91.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board ratified approved the payment of claims, as presented.

Financial Statements/Schedule of Cash Position: Mr. Leavitt reviewed with the Board the cash position statement for the period ending September 30, 2021, updated as of October 21, 2021.

RECORD OF PROCEEDINGS

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board accepted the cash position statement for the period ending September 30, 2021, updated as of October 21, 2021, as presented.

2021 Audit: The Board discussed the engagement of Schilling & Company, Inc. for preparation of the 2021 Audit, for an amount not to exceed \$4,500.00.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board approved the engagement of Schilling & Company, Inc. for preparation of the 2021 Audit, for an amount not to exceed \$4,500.00.

2021 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2021 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 this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, Director Smith moved to adopt the Resolution to Amend 2021 Budget, Director Klein seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-02 to Amend the 2021 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

2022 Budget Hearing: The President opened the public hearing to consider the proposed 2022 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of the 2022 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 or at this public hearing. No public comments were received, and the public hearing was closed.

Mr. Leavitt reviewed the estimated year-end 2021 revenues and expenditures and the proposed 2022 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2021-10-03 to Adopt the 2022 Budget and Appropriate Sums of Money, and Resolution No. 2021-10-04 to Set Mill Levies (for the General Fund at 0.000 mills, the Debt Service Fund at 0.000 mills, and for Contractual Obligations - Regional at 15.000 mills, for a total mill levy of 15.000 mills). Upon motion duly made by Director

RECORD OF PROCEEDINGS

Smith, seconded by Director Klein and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the City and County of Denver on or before December 10, 2021. Ms. Finn was authorized to transmit the Certification of Mill Levies to the City and County of Denver not later than December 15, 2021. Ms. Finn was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2022. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

DLG-70 Mill Levy Certification Form: The Board considered 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.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board authorized 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.

2023 Budget Preparation: The Board discussed the preparation of the 2023 Budget.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2023 Budget.

CAPITAL MATTERS

High Point Filing No. 2 Dunkirk St/Roundabout Improvements: Mr. Laudick reported to the Board that the High Point Filing No. 2 Dunkirk St/Roundabout Improvements are 100% completed.

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: The Board reviewed the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 11, dated October 21, 2021, prepared by Schedio Group LLC, for the amount of \$191,099.01.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the Engineer's Report and Verification of Costs Associated with Public

Improvements Report No. 11, dated October 21, 2021, prepared by Schedio Group LLC, for the amount of \$191,099.01.

RECORD OF PROCEEDINGS

Acceptance of Verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, pursuant to Report No. 11: The Board discussed verified public improvement costs and allocation of Denver High Point at DIA Metropolitan District, pursuant to Report No. 11.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the verified public improvement costs and allocation of Denver High Point at DIA Metropolitan District, pursuant to Report No. 11.

Reimbursement to ACM High Point VI LLC (“ACM”) under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 11: The Board considered approval, ratification or acknowledgement (as appropriate) of reimbursement to ACM High Point VI LLC (“ACM”) under Capital Funding and Reimbursement Agreement (Denver High Point- Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 11.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Laudick and, upon vote, unanimously carried, the Board ratified reimbursement to ACM High Point VI LLC under Capital Funding and Reimbursement Agreement (Denver High Point- Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 11.

Requisition(s) for reimbursement of verified public improvement costs, and any and all resolution(s) relating to such requisition(s), pursuant to Report No. 11: The Board considered adoption, approval, ratification or acknowledgement (as appropriate) of requisition(s) for reimbursement of verified public improvement costs, and any and all resolution(s) relating to such requisition(s), pursuant to Report No. 11.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Laudick and, upon vote, unanimously carried, the Board adopted requisition(s) for reimbursement of verified public improvement costs, and any and all resolution(s) relating to such requisition(s), pursuant to Report No. 11.

Requisition No. 55 under the CIC MD No. 14 Series 2018 Bonds: Following review, upon motion duly made by Director Smith, seconded by Director Laudick and, upon vote, unanimously carried, the Board ratified approval of Requisition No. 55, in the amount of \$437,857.72 under the CIC MD No. 14 Series 2018 Bonds.

RECORD OF PROCEEDINGS

OPERATIONS AND MAINTENANCE

2022 Operation and Maintenance Services: The Board discussed 2022 operation and maintenance services, preparation and execution of necessary Service Agreements or Change Orders.

Following review and discussion, upon motion duly made by Director Laudick, seconded by Director Moore and, upon vote, unanimously carried, the Board authorized the preparation of Service Agreements between the District and All Phase Landscape Construction, Inc. for snow removal and landscape maintenance services, in the forms used in prior years.

LEGAL MATTERS

Resolution No. 2021-10-05, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Regarding the Imposition of Regional Development Fees: The Board reviewed Resolution No. 2021-10-05, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2022.

Following review and discussion, upon motion duly made by Director Laudick, seconded by Director Moore and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-03, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2022.

Resolution No. 2021-10-06, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 14 Regarding the Imposition of Regional Development Fees: The Board reviewed and considered adoption of Resolution No. 2021-10-06, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 14 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2022.

Following review and discussion, upon motion duly made by Director Laudick, seconded by Director Moore and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-06, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 14 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2022.

RECORD OF PROCEEDINGS

Resolution to Call the May 3, 2022 Regular Election: The Board discussed new legislative requirements and related expenses for same of upcoming election and Resolution No. 2021-10-07 to Call the May 3, 2022 Election.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-07 to Call the May 3, 2022 Election and appointed Ann Finn as the Designated Election Official and authorized her to perform all tasks required for the May 3, 2022 Regular Election of the Board of Directors for the conduct of a polling place/mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

OTHER BUSINESS **Annual Meeting pursuant to the District's Service Plan:** The annual meeting pursuant to the District's Service Plan was conducted. Ms. Finn noted no response from property owners resulted from the notice of meeting published September 24, 2021. No property owners were in attendance.

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13 OCTOBER 25, 2021

A special meeting of the Board of Directors (referred to hereafter as the "Board") of the Colorado International Center Metropolitan District No. 13 (referred to hereafter as the "District") was convened on Monday, the 25th day of October, 2021, at 1:00 p.m. The meeting was open to the public.

Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the meeting was held by conference call without any individuals (neither District representatives nor the general public) attending in person.

ATTENDANCE

Directors In Attendance Were:

Andrew Klein
Kevin Smith
Otis Moore, III
Theodore Laudick

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Jon Hoistad Esq.; McGeady Becher P.C.

Zachary Leavitt; CliftonLarsonAllen LLP

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board's review and approval a proposed agenda for the District's Special Meeting.

RECORD OF PROCEEDINGS

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

Meeting Location and Manner / Posting of Meeting Notices: 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. The Board determined that, due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the meeting would be held by telephonic means without any individuals (neither District Representatives nor the General Public) attending in person. Ms. Finn reported that notice was duly posted and that no objections to the telephonic manner of the meeting or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries have been received.

Minutes: The Board reviewed the Minutes of the August 30, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board approved the Minutes of the August 30, 2021 Special Meeting.

Resolution No. 2021-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices: Ms. Finn discussed with the Board Resolution No. 2021-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

The Board determined to meet on the 4th Monday of each month at 1:00 p.m. via conference call.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-01; Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

§32-1-809, C.R.S., Reporting Requirements, Mode of Eligible Elector Notification for 2022: The Board discussed §32-1-809, C.R.S., reporting requirements and mode of eligible elector notification for 2022.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board determined to post the required transparency notice information on the Special District Association's website.

RECORD OF PROCEEDINGS

Status of District Website:

Website Creation and Maintenance Services: The Board discussed engagement of Archipelago Web Inc. or other provider for website creation and maintenance services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board authorized the engagement of Archipelago Web Inc. for website creation and maintenance services and authorized any necessary actions in connection therewith.

Termination of Eligible Governmental Entity Agreement with Colorado State Internet Portal Authority: The Board discussed authorizing the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board authorized the termination of the Eligible Governmental Entity Agreement with the Colorado State Internet Portal Authority and all associated documents for website services.

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP: The Board reviewed the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board approved the Master Service Agreement for Accounting Services between the District and CliftonLarsonAllen LLP.

Financial Statements/Schedule of Cash Position: Mr. Leavitt reviewed with the Board the cash position statement for the period ending September 30, 2021, updated as of October 21, 2021.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board accepted the cash position statement for the period ending September 30, 2021, updated as of October 21, 2021, as presented.

2021 Application for Exemption from Audit: The Board discussed the requirements for an audit.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the Application for Exemption from Audit for 2021.

2021 Budget Amendment Hearing: The President opened the public hearing to consider a Resolution to Amend the 2021 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of a Resolution to Amend the 2021 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 or at this public hearing. No public comments were received, and the President closed the public hearing.

The Board determined that an amendment to the 2021 Budget was not necessary

2022 Budget Hearing: The President opened the public hearing to consider the proposed 2022 Budget and discuss related issues.

It was noted that publication of a Notice stating that the Board would consider adoption of the 2022 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 or at this public hearing. No public comments were received, and the President closed the public hearing.

Mr. Leavitt reviewed the estimated year-end 2021 revenues and expenditures and the proposed 2022 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2021-10-02 to Adopt the 2022 Budget and Appropriate Sums of Money and Resolution No. 2021-10-03 to Set Mill Levies (for the General Fund at 11.133 mills, for the Debt Service Fund at 55.664 and for Contractual Obligations - Regional at 16.699 mills, for a total mill levy of 83.496 mills). Upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2021. Ms. Finn was authorized to transmit the Certification of Mill Levies to the City and County of Denver not later than December 15, 2021. Ms. Finn was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2022. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

Resolution No. 2021-10-04, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan: The Board considered adoption

RECORD OF PROCEEDINGS

of Resolution No. 2021-10-04 regarding authorizing adjustment of the District Mill Levy in accordance with the Service Plan.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-04 Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan.

DLG-70 Mill Levy Certification Form: The Board considered 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.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board authorized 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.

2023 Budget Preparation: The Board discussed the preparation of the 2023 Budget.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2023 Budget.

CAPITAL MATTERS

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: The Board reviewed the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 11, dated October 21, 2021, prepared by Schedio Group LLC, for the amount of \$191,099.01.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Laudick and, upon vote, unanimously carried, the Board approved the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 11, dated October 21, 2021, prepared by Schedio Group LLC, for the amount of \$191,099.01.

Acceptance of Verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, pursuant to Report No. 11: The Board discussed verified public improvement costs and allocation of Denver High Point at DIA Metropolitan District, pursuant to Report No. 11.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Laudick and, upon vote, unanimously carried, the Board

RECORD OF PROCEEDINGS

approved the verified public improvement costs and allocation of Denver High Point at DIA Metropolitan District, pursuant to Report No. 11.

Reimbursement to ACM High Point VI LLC (“ACM”) under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 11: The Board considered approval, ratification or acknowledgement (as appropriate) of reimbursement to ACM High Point VI LLC (“ACM”) under Capital Funding and Reimbursement Agreement (Denver High Point- Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 11.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Laudick and, upon vote, unanimously carried, the Board ratified reimbursement to ACM High Point VI LLC under Capital Funding and Reimbursement Agreement (Denver High Point- Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 11.

Requisition(s) for reimbursement of verified public improvement costs, and any and all resolution(s) relating to such requisition(s), pursuant to Report No. 11: The Board considered adoption, approval, ratification or acknowledgement (as appropriate) of requisition(s) for reimbursement of verified public improvement costs, and any and all resolution(s) relating to such requisition(s), pursuant to Report No. 11.

Following review and discussion, upon motion duly made by Director Smith, seconded by Director Laudick and, upon vote, unanimously carried, the Board adopted requisition(s) for reimbursement of verified public improvement costs, and any and all resolution(s) relating to such requisition(s), pursuant to Report No. 11.

Requisition No. 55 under the CIC MD No. 14 Series 2018 Bonds: Following review, upon motion duly made by Director Smith, seconded by Director Laudick and, upon vote, unanimously carried, the Board ratified approval of Requisition No. 55, in the amount of \$437,857.72 under the CIC MD No. 14 Series 2018 Bonds.

OPERATIONS AND MAINTENANCE

There were no operations and maintenance matters.

LEGAL MATTERS

Resolution No. 2021-10-05, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Regarding the Imposition of Regional Development Fees: The Board reviewed and considered adoption of Resolution No. 2021-10-05, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District

RECORD OF PROCEEDINGS

No. 13 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2022.

Following review and discussion, upon motion duly made by Director Laudick, seconded by Director Moore and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-05, Joint Resolution of the Boards of Directors of Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Regarding the Imposition of Regional Development Fees, to be recorded in the real property records of the City and County of Denver and effective January 1, 2022.

Resolution to Call the May 3, 2022 Regular Election: The Board discussed new legislative requirements and related expenses for same of upcoming election and Resolution No. 2021-10-06 to Call the May 3, 2022 Election.

Following discussion, upon motion duly made by Director Smith, seconded by Director Klein and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-06 to Call the May 3, 2022 Election and appointed Ann Finn as the Designated Election Official and authorized her to perform all tasks required for the May 3, 2022 Regular Election of the Board of Directors for the conduct of a polling place/mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

OTHER BUSINESS

Annual Meeting pursuant to the District's Service Plan: The annual meeting pursuant to the District's Service Plan was conducted. Ms. Finn noted no response from property owners resulted from the notice of meeting published September 24, 2021. No property owners were in attendance.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14 HELD FEBRUARY 7, 2022

A special meeting of the Board of Directors (referred to hereafter as the "Board") of the Colorado International Center Metropolitan District No. 14 (referred to hereafter as the "District") was convened on Monday, the 7th day of February, 2022, at 12:00 p.m., at the offices of McGeady Becher P.C. 450 E. 17th Avenue, Suite 400, Denver, Colorado. Attorney Hoistad was present at the physical location, and the meeting was also held via video/telephonic means. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Andrew Klein
Kevin Smith
Otis Moore, III
Theodore Laudick

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Megan Becher, Esq. and Jon Hoistad Esq.; McGeady Becher P.C.

Zachary Leavitt; CliftonLarsonAllen LLP

Kamille Curylo, Esq. and Tanya Lawless, Esq.; Kutak Rock LLP

Shelby Noble; Piper Sandler & Co.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Becher requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board's review and approval, a proposed agenda for the District's Special Meeting.

RECORD OF PROCEEDINGS

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

Meeting Location and Manner / Posting of Meeting Notices: 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. The Board determined the meeting would be held at the physical location at the offices of McGeady Becher P.C. 450 E. 17th Avenue, Suite 400, Denver, Colorado, which location is within 20 miles of the District. Attorney Hoistad was present at the physical location, and the meeting was also held via video/telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director Smith, seconded by Director Moore, 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 at the northwest corner of East 64th Avenue and Tower Road.

Minutes: The Board reviewed the Minutes of the October 25, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board approved the Minutes of the October 25, 2021 Special Meeting.

**PUBLIC
COMMENTS**

There were no public comments.

LEGAL MATTERS

Issuance by Colorado International Center Metropolitan District No. 14 of its Subordinate Limited Tax General Obligation Bonds, Series 2022 (the “Bonds”):

Bond Financing Submittal to City and County of Denver (“City”) of: Attorney Hoistad reported to the Board that he has reviewed the District’s submittal regarding the Bonds, and has provided its signed Acknowledgement and Consent to the issuance of the Bonds by the District.

Resolution authorizing the issuance of the District’s Subordinate Limited Tax General Obligation Bonds, Series 2022, in an approximate principal amount

RECORD OF PROCEEDINGS

not to exceed \$35,000,000: Attorney Curylo reviewed with the Board the Resolution authorizing the issuance of the District's Subordinate Limited Tax General Obligation Bonds, Series 2022, in an approximate principal amount not to exceed \$35,000,000.

Following extensive discussion, upon motion duly made by Director Smith, seconded by Director Moore and, upon vote, unanimously carried, the Board adopted the Resolution authorizing the issuance of the District's Subordinate Limited Tax General Obligation Bonds, Series 2022, in an approximate principal amount not to exceed \$35,000,000 (the "**Bonds**") for the purpose of funding public improvements and paying the cost of issuing the Bonds; such Resolution also approving the related Indenture of Trust, Preliminary and Final Limited Offering Memoranda, Continuing Disclosure Agreement, and the execution of certain other documents relating to the Bonds. Further, the Board authorized the execution of all documents, instruments and certificates in connection therewith, ratified prior actions, authorized incidental actions, and repealed prior inconsistent actions.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

Denver High Point at DIA Metro District

Check List

All Bank Accounts

November 21, 2021 - March 22, 2022

Check Number	Check Date	Payee	Amount
Vendor Checks			
2666	11/22/21	CliftonLarsonAllen LLP	6,610.39
2667	11/22/21	Denver Water	351.19
2668	11/22/21	Felsburg Holt & Ullevig, Inc	930.00
2669	11/22/21	Martin/Martin	18,777.50
2670	11/22/21	McGeady Becher, PC	14,112.00
2671	11/22/21	Schilling & Company, Inc.	4,200.00
2672	11/22/21	Silverbluff Companies, Inc.	13,000.00
2673	11/22/21	Special District Mgmt. Services, Inc	1,691.60
2674	11/22/21	Xcel Energy	58.76
2675	12/09/21	City and County of Denver	1,825.00
2676	12/09/21	City and County of Denver	4,600.00
2677	12/21/21	CDPHE	270.00
2678	12/21/21	CliftonLarsonAllen LLP	4,324.69
2679	12/21/21	Denver Water	151.51
2680	12/21/21	Ground Engineering Consultants, Inc.	147.50
2681	12/21/21	Martin/Martin	29,017.50
2682	12/21/21	McGeady Becher, PC	13,316.00
2683	12/21/21	PCS Group Inc	2,113.75
2684	12/21/21	Silverbluff Companies, Inc.	13,000.00
2685	12/21/21	Special District Mgmt. Services, Inc	2,163.30
2686	12/21/21	Xcel Energy	61.69
2687	01/26/22	All Phase Landscape	21,669.72
2688	01/26/22	Asphalt Specialities Inc.	90,705.40
2689	01/26/22	City and County of Denver **VOIDED**	0.00
2690	01/26/22	CliftonLarsonAllen LLP	4,723.52
2691	01/26/22	Denver Water	164.91
2692	01/26/22	Dodge Data & Analytics	146.88
2693	01/26/22	Felsburg Holt & Ullevig, Inc	620.00
2694	01/26/22	Martin/Martin	4,700.00
2695	01/26/22	McGeady Becher, PC	6,102.00
2696	01/26/22	Silverbluff Companies, Inc.	13,000.00
2697	01/26/22	Xcel Energy	62.71
2698	02/24/22	All Phase Landscape	821.79
2699	02/24/22	CliftonLarsonAllen LLP	10,660.76
2700	02/24/22	Denver Water	166.06
2701	02/24/22	Dodge Data & Analytics	322.32
2702	02/24/22	Hudick Excavating Inc	83,829.89
2703	02/24/22	Martin/Martin	18,845.00
2704	02/24/22	McGeady Becher, PC	14,493.00
2705	02/24/22	PCS Group Inc	6,883.75
2706	02/24/22	Silverbluff Companies, Inc.	13,000.00
2707	02/24/22	Special District Mgmt. Services, Inc	935.85
2708	02/24/22	Xcel Energy	60.11
ACH	01/25/22	City and County of Denver	18,525.00
Vendor Check Total			<u>441,161.05</u>

Vendor Check Total 441,161.05

Check List Total 441,161.05

Check count = 44

01/14/22 - Wire Payments
to CSPDL for Insurance
(CIC13, CIC14, & DHP =
\$10,419.00

01/14/22 - Wire Payments
to T. Charles for Agency
Fee (CIC13, CIC14, &
DHP) = \$1,765.00

441,161.05 + 10,419.00 +
1,765.00 = \$453,345.05.

DENVER HIGH POINT AT DIA METRO DISTRICT
FINANCIAL STATEMENTS
DECEMBER 31, 2021

DENVER HIGH POINT AT DIA METRO DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
DECEMBER 31, 2021

	General	Capital Projects	Capital Projects - Regional	Total
ASSETS				
Cash - Checking	\$ 333,496	\$ 30,400	\$ 1,134,528	\$ 1,498,424
Due from other districts - CIC 14	9,513	35,607	-	45,120
Due from other districts - CIC 13	50	-	-	50
Regional mill Levy receivable	-	-	5	5
Prepaid insurance	1,350	-	-	1,350
TOTAL ASSETS	\$ 344,409	\$ 66,007	\$ 1,134,533	\$ 1,544,949
 LIABILITIES AND FUND BALANCES				
CURRENT LIABILITIES				
Accounts payable	\$ 27,947	\$ 238,481	\$ -	\$ 266,428
Deferred regional mill levy	-	-	5	5
Retainage payable	-	195,491	-	195,491
Total liabilities	27,947	433,972	5	461,924
 FUND BALANCES				
Fund balances	316,462	(367,965)	1,134,528	1,083,025
TOTAL LIABILITIES AND FUND BALANCES	\$ 344,409	\$ 66,007	\$ 1,134,533	\$ 1,544,949

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

DENVER HIGH POINT AT DIA METRO DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Intergovernmental - Transfer from CIC 13	\$ 13,877	\$ 14,166	\$ 289
Intergovernmental - Transfer from CIC 14	323,085	323,340	255
TOTAL REVENUES	<u>336,962</u>	<u>337,506</u>	<u>544</u>
EXPENDITURES			
Accounting	75,000	66,876	8,124
Auditing	8,500	8,500	-
City administration fee	9,000	9,000	-
Contingency	18,049	-	18,049
Directors' fees	7,200	3,600	3,600
District management	27,000	15,362	11,638
Dues and licenses	1,500	1,340	160
Electricity	700	739	(39)
Insurance and bonds	15,000	12,917	2,083
Landscape contract	25,000	24,805	195
Landscape enhancements	10,000	2,208	7,792
Landscape maintenance - Gateway	12,000	9,985	2,015
Landscape repairs and maintenance	30,000	35,754	(5,754)
Legal services	40,000	22,284	17,716
Miscellaneous	500	196	304
Payroll taxes	551	-	551
Repairs and maintenance	7,500	-	7,500
Snow removal	7,500	2,303	5,197
Water	20,000	18,451	1,549
TOTAL EXPENDITURES	<u>315,000</u>	<u>234,320</u>	<u>80,680</u>
NET CHANGE IN FUND BALANCES	21,962	103,186	81,224
FUND BALANCES - BEGINNING	<u>319,264</u>	<u>213,276</u>	<u>(105,988)</u>
FUND BALANCES - ENDING	<u>\$ 341,226</u>	<u>\$ 316,462</u>	<u>\$ (24,764)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

DENVER HIGH POINT AT DIA METRO DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Intergovernmental - Transfer from CIC 14	\$ 4,041,585	\$ 5,560,047	\$ 1,518,462
Other revenue	-	502,326	502,326
TOTAL REVENUES	4,041,585	6,062,373	2,020,788
EXPENDITURES			
Accounting	10,000	5,856	4,144
Construction management	250,000	152,500	97,500
Contingency	449,481	-	449,481
Dry utilities	200,000	-	200,000
Engineering	200,000	68,244	131,756
Erosion control	40,000	17,225	22,775
Grading/Earthwork	50,000	310,120	(260,120)
Legal services	15,000	592	14,408
Miscellaneous	500	92	408
Parks and landscaping	2,605,000	80,285	2,524,715
Sewer	40,000	65,323	(25,323)
Storm drainage	30,000	57,871	(27,871)
Streets	1,475,000	4,538,182	(3,063,182)
Water	30,000	496,984	(466,984)
TOTAL EXPENDITURES	5,394,981	5,793,274	(398,293)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,353,396)	269,099	1,622,495
OTHER FINANCING SOURCES (USES)			
Developer advance	1,388,396	-	(1,388,396)
TOTAL OTHER FINANCING SOURCES (USES)	1,388,396	-	(1,388,396)
NET CHANGE IN FUND BALANCES	35,000	269,099	234,099
FUND BALANCES - BEGINNING	-	(637,064)	(637,064)
FUND BALANCES - ENDING	\$ 35,000	\$ (367,965)	\$ (402,965)

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

DENVER HIGH POINT AT DIA METRO DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND AVAILABLE - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021

CAPITAL PROJECTS - REGIONAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Regional Mill levy	\$ 46	\$ 46	\$ -
Specific ownership tax	2	-	(2)
Regional development fees	-	43,350	43,350
TOTAL REVENUES	48	43,396	43,348
EXPENDITURES			
County Treasurer Fee	1	-	1
Capital outlay - Regional Projects	1,100,000	-	1,100,000
TOTAL EXPENDITURES	1,100,001	-	1,100,001
NET CHANGE IN FUNDS AVAILABLE	(1,099,953)	43,396	1,143,349
FUNDS AVAILABLE - BEGINNING	1,156,313	1,091,133	(65,180)
FUNDS AVAILABLE - ENDING	\$ 56,360	\$ 1,134,528	\$ 1,078,168

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

DENVER HIGH POINT at DIA METROPOLITAN DISTRICT
Schedule of Cash Position
December 31, 2021
 Updated as of March 23, 2022

	General Fund	Capital Projects Fund	Regional Capital Projects Fund	Total
Wells Fargo Bank - Checking Account				
Balance as of 12/31/2021	\$ 333,496.38	\$ 30,400.17	\$ 1,134,528.33	\$ 1,498,424.88
Subsequent activities:				
01/10/22 Property/SO Taxes - DHP (December)	-	-	-	-
01/14/22 CSPDL Insurance Wire Payments (CIC13, CIC14, and DHP)	(10,419.00)	-	-	(10,419.00)
01/14/22 T. Charles Agency Fee Wire Payments (CIC13, CIC14, and DHP)	(1,765.00)	-	-	(1,765.00)
01/25/22 City and County of Denver Online Payment - Engineering Fees	-	(18,525.00)	-	(18,525.00)
01/26/22 Checks 2687 to 2697	(27,385.61)	(114,509.53)	-	(141,895.14)
01/31/22 Transfer from CIC14 - November GF Ptax	1,606.56	-	-	1,606.56
01/31/22 Transfer from CIC13 - November GF Ptax	6,724.95	-	-	6,724.95
01/31/22 Transfer from CIC14 - December GF Ptax	1,169.78	-	-	1,169.78
01/31/22 Transfer from CIC13 - December GF Ptax	50.49	-	-	50.49
02/01/22 Capital Requisition No. 58	-	127,550.40	-	127,550.40
02/24/22 Checks 2698 to 2708	(10,888.73)	(139,129.80)	-	(150,018.53)
03/02/22 Transfer from CIC14 - January GF Ptax	1,518.70	-	-	1,518.70
03/02/22 Transfer from CIC13 - January GF Ptax	6,944.14	-	-	6,944.14
03/04/22 Capital Requisition No. 59	-	122,797.32	-	122,797.32
Anticipated Balance	301,052.66	8,583.56	1,134,528.33	1,444,164.55
Reserved for minimum balances	(5,000.00)	-	-	(5,000.00)
Reserved for TABOR	(10,100.00)	-	-	(10,100.00)
Anticipated Balance	\$ 285,952.66	\$ 8,583.56	\$ 1,134,528.33	\$ 1,429,064.55

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT #14
Schedule of Cash Position
December 31, 2021
 Updated as of March 23, 2022

	General Fund	Debt Service Fund	Capital Projects Regional Fund	Total
1st Bank - Checking				
Balance as of 12/31/2021	\$ 8,342.51	\$ 44,171.49	\$ 9,983.42	\$ 62,497.42
Subsequent activities:				
01/10/22 Property/SO Taxes - CIC 14 (December)	1,169.78	7,603.61	-	8,773.39
01/10/22 Property/SO Taxes - CIC 13 (December)	50.49	328.22	-	378.71
01/31/22 Transfer to DHP - CIC14 - November GF Ptax	(1,606.56)	-	-	(1,606.56)
01/31/22 Transfer to DHP - CIC13 - November GF Ptax	(6,724.95)	-	-	(6,724.95)
01/31/22 Transfer to DHP - CIC14 - December GF Ptax	(1,169.78)	-	-	(1,169.78)
01/31/22 Transfer to DHP - CIC13 - December GF Ptax	(50.49)	-	-	(50.49)
01/31/22 Transfer to UMB - November Pledged Revenue	-	(44,171.49)	(9,983.42)	(54,154.91)
01/31/22 Transfer to UMB - December Pledged Revenue	-	(7,931.83)	-	(7,931.83)
02/10/22 Property/SO Taxes - CIC 14 (January)	1,518.70	9,871.42	-	11,390.12
02/10/22 Property/SO Taxes - CIC 13 (January)	6,944.14	34,969.94	10,166.70	52,080.78
03/02/22 Transfer to DHP - CIC14 - January GF Ptax	(1,518.70)	-	-	(1,518.70)
03/02/22 Transfer to DHP - CIC13 - January GF Ptax	(6,944.14)	-	-	(6,944.14)
03/02/22 Transfer to UMB - January Pledged Revenue	-	(44,841.36)	(10,166.70)	(55,008.06)
03/10/22 Property/SO Taxes - CIC 14 (February)	114,965.78	576,859.89	170,405.07	862,230.74
03/10/22 Property/SO Taxes - CIC 13 (February)	12,956.95	65,011.39	19,208.21	97,176.55
Anticipated Balance	127,933.73	641,871.28	189,613.28	959,418.29

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT #14
Schedule of Cash Position
December 31, 2021
 Updated as of March 23, 2022

	General Fund	Debt Service Fund	Capital Projects Regional Fund	Total
UMB - 2018 Bond Fund 147647.1				
Balance as of 12/31/2021	-	11,261.82	-	11,261.82
Subsequent activities:				
01/31/22 Transfer from 1st Bank - November Pledged Revenue	-	54,154.91	-	54,154.91
01/31/22 Transfer from 1st Bank - December Pledged Revenue	-	7,931.83	-	7,931.83
01/31/22 Interest Income	-	0.67	-	0.67
02/28/22 Interest Income	-	5.32	-	5.32
03/02/22 Transfer from 1st Bank - January Pledged Revenue	-	55,008.06	-	55,008.06
Anticipated Balance	-	128,362.61	-	128,362.61
UMB - 2018 Surplus Fund 147647.2				
Balance as of 12/31/2021	-	12,176,730.35	-	12,176,730.35
Subsequent activities:				
01/31/22 Interest Income	-	746.89	-	746.89
02/28/22 Interest Income	-	907.88	-	907.88
Anticipated Balance	-	12,178,385.12	-	12,178,385.12
UMB - 2018 Project Fund 147647.3				
Balance as of 12/31/2021	-	-	1,609,494.97	1,609,494.97
Subsequent activities:				
01/07/22 Capital Requisition No. 57 (Developer Advance Principal Repayment)	-	-	(1,305,689.96)	(1,305,689.96)
01/31/22 Interest Income	-	-	30.05	30.05
02/01/22 Capital Requisition No. 58 (Disbursed to District)	-	-	(127,550.40)	(127,550.40)
02/28/22 Interest Income	-	-	13.46	13.46
Anticipated Balance	-	-	176,298.12	176,298.12
UMB - 2022B Subordinate Bond Fund 157711.1				
Balance as of 12/31/2021	-	-	-	-
Subsequent activities:				
Anticipated Balance	-	-	-	-
UMB - 2022B Subordinate Project Fund 157711.2				
Balance as of 12/31/2021	-	-	-	-
Subsequent activities:				
02/17/22 Initial Funding	-	-	29,730,140.00	29,730,140.00
02/28/22 Interest Income	-	-	157.41	157.41
Anticipated Balance	-	-	29,730,297.41	29,730,297.41
UMB - 2022B Subordinate COI Fund 157711.3				
Balance as of 12/31/2021	-	-	-	-
Subsequent activities:				
02/17/22 Initial Funding	-	-	360,000.00	360,000.00
02/17/22 Disbursement to Sherman & Howard LLC	-	-	(125,000.00)	(125,000.00)
02/17/22 Disbursement to Kutak Rock LLP	-	-	(94,000.00)	(94,000.00)
02/17/22 Disbursement to Zoom Aerial Photography	-	-	(1,805.00)	(1,805.00)
02/17/22 Disbursement to PGAV Planners LLC	-	-	(41,775.00)	(41,775.00)
02/17/22 Disbursement to McGeady Becher	-	-	(55,000.00)	(55,000.00)
02/17/22 Disbursement to Piper Sandler & Co	-	-	(1,000.00)	(1,000.00)
02/17/22 Disbursement to Clifton Arson-Allen	-	-	(21,000.00)	(21,000.00)
02/17/22 Disbursement to Mountain Financial Print & Design LLC	-	-	(1,500.00)	(1,500.00)
02/28/22 Interest Income	-	-	0.12	0.12
Anticipated Balance	-	-	18,920.12	18,920.12
CSAFE - Project Fund				
Balance as of 12/31/2021	-	-	3,175.16	3,175.16
02/28/22 Interest Income	-	-	0.23	0.23
Anticipated Balance	-	-	3,175.39	3,175.39
Anticipated Balances	\$ 413,886.39	\$ 12,957,202.57	\$ 31,252,832.65	\$ 44,623,921.61

Yield Information (02/28/22)
 CSAFE - 0.07%
 UMB (ColoTrust+) - 0.12%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT
Property Taxes Reconciliation
2021

	Current Year									Prior Year		
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	\$ -	0.00%	0.00%
February	-	-	-	-	-	-	-	0.00%	0.00%	56.76	1.49%	1.49%
March	-	-	-	-	-	-	-	0.00%	0.00%	-	4.76%	6.26%
April	16.20	-	-	-	(0.16)	-	16.04	35.22%	35.22%	38.90	18.63%	24.88%
May	20.55	-	-	-	(0.20)	-	20.35	44.67%	79.89%	144.04	68.96%	93.84%
June	-	-	-	-	-	-	-	0.00%	79.89%	-	0.00%	93.84%
July	-	-	-	-	-	-	-	0.00%	79.89%	-	0.00%	93.84%
August	-	-	-	-	-	-	-	0.00%	79.89%	-	0.00%	93.84%
September	8.85	-	-	0.18	(0.09)	-	8.94	19.24%	99.13%	13.03	6.11%	99.95%
October	-	-	-	-	-	-	-	0.00%	99.13%	-	0.00%	99.95%
November	-	-	-	-	-	-	-	0.00%	99.13%	-	0.00%	99.95%
December	-	-	-	-	-	-	-	0.00%	99.13%	-	0.00%	99.95%
\$	45.60	\$ -	\$ -	\$ 0.18	\$ (0.45)	\$ -	\$ 45.33	99.13%	99.13%	\$ 252.73	99.95%	99.95%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
--------------	-------------	--------------------------	------------------------------

Mills Levied	Assessed Value 2021	Assessed Value 2020
--------------	---------------------	---------------------

Property Tax

Regional Mill Levy	\$ 46	100.00%	\$ 45.60	99.13%
Total	\$ 46	100.00%	\$ 45.60	

	15,000	
Total	15,000	3,040 14,060

Specific Ownership Tax

Regional Mill Levy	\$ 2	100.00%	\$ -	0.00%
Total	\$ 2	100.00%	\$ -	

Due to County as of 6/30/21 \$ -

Treasurer's Fees

Regional Mill Levy	\$ 1	100.00%	\$ 0.45	45.00%
Total	\$ 1	100.00%	\$ 0.45	

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

COLORADO INTERNATIONAL CENTER MD NO. 13

FINANCIAL STATEMENTS

DECEMBER 31, 2021

COLORADO INTERNATIONAL CENTER MD NO. 13
BALANCE SHEET - GOVERNMENTAL FUNDS
DECEMBER 31, 2021

	General	Debt Service	Capital Projects - Regional	Total
ASSETS				
Property taxes receivable	34,713	173,564	52,069	260,346
Receivable from County Treasurer	50	328	-	378
TOTAL ASSETS	\$ 34,763	\$ 173,892	\$ 52,069	\$ 260,724
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
CURRENT LIABILITIES				
Due to other districts - DHP at DIA	\$ 50	\$ -	\$ -	\$ 50
Due to other districts - CIC No. 14	-	328	-	328
Total Liabilities	50	328	-	378
DEFERRED INFLOWS OF RESOURCES				
Deferred property tax	34,713	173,564	52,069	260,346
Total Deferred Inflows of Resources	34,713	173,564	52,069	260,346
FUND BALANCES				
Total Fund Balances	-	-	-	-
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 34,763	\$ 173,892	\$ 52,069	\$ 260,724

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

COLORADO INTERNATIONAL CENTER MD NO. 13
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 13,302	\$ 13,294	\$ (8)
Specific ownership tax	670	729	59
Interest income	35	279	244
Other revenue	500	-	(500)
TOTAL REVENUES	14,507	14,302	(205)
EXPENDITURES			
County Treasurer's fee	130	136	(6)
Intergovernmental Expenditures - Denver High Point at DIA	13,877	14,166	(289)
Contingency	500	-	500
TOTAL EXPENDITURES	14,507	14,302	205
NET CHANGE IN FUND BALANCES	-	-	-
FUND BALANCES - BEGINNING	-	-	-
FUND BALANCES - ENDING	\$ -	\$ -	\$ -

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

COLORADO INTERNATIONAL CENTER MD NO. 13
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 66,510	\$ 66,472	\$ (38)
Specific ownership tax	4,320	4,740	420
Interest income	170	1,389	1,219
Other revenue	1,000	-	(1,000)
TOTAL REVENUES	<u>72,000</u>	<u>72,601</u>	<u>601</u>
EXPENDITURES			
County Treasurer's fee	665	679	(14)
Contingency	1,000	-	1,000
Intergovernmental Expenditures - CIC No. 14	70,335	71,922	(1,587)
TOTAL EXPENDITURES	<u>72,000</u>	<u>72,601</u>	<u>(601)</u>
NET CHANGE IN FUND BALANCES	-	-	-
FUND BALANCES - BEGINNING	-	-	-
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

COLORADO INTERNATIONAL CENTER MD NO. 13
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND AVAILABLE - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021

CAPITAL PROJECTS - REGIONAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Regional Mill levy	\$ 19,953	\$ 19,942	\$ (11)
Interest income	90	416	326
Other revenue	500	-	(500)
TOTAL REVENUES	20,543	20,358	(185)
EXPENDITURES			
County Treasurer's fee - Regional mill levy	200	204	(4)
Contingency	500	-	500
Intergovernmental Expenditures - Denver High Point at DIA	19,843	-	19,843
Intergovernmental Expenditures - CIC No. 14	-	20,154	(20,154)
TOTAL EXPENDITURES	20,543	20,358	185
NET CHANGE IN FUNDS AVAILABLE	-	-	-
FUNDS AVAILABLE - BEGINNING	-	-	-
FUNDS AVAILABLE - ENDING	\$ -	\$ -	\$ -

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13
Property Taxes Schedule
2021

	Current Year										Prior Year		
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due To County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received		
								Monthly	Y-T-D		Monthly	Y-T-D	
January	\$ -	\$ -	\$ 416.81	\$ -	\$ -	\$ -	\$ 416.81	0.00%	0.00%	\$ 216.22	47.89%	47.89%	
February	-	-	419.25	-	-	-	419.25	0.00%	0.00%	0.00	0.00%	47.89%	
March	1,580.59	-	445.55	-	(15.80)	-	2,010.34	1.58%	1.58%	0.00	0.00%	47.89%	
April	1,477.87	-	474.65	-	(14.77)	-	1,937.75	1.48%	3.07%	234.84	52.02%	99.91%	
May	41,627.82	-	409.76	-	(416.27)	-	41,621.31	41.73%	44.79%	0.00	0.00%	99.91%	
June	428.33	-	421.91	8.56	(4.36)	-	854.44	0.43%	45.22%	0.00	0.00%	99.91%	
July	-	-	492.81	-	-	-	492.81	0.00%	45.22%	0.00	0.00%	99.91%	
August	813.26	-	567.99	16.28	(8.28)	-	1,389.25	0.82%	46.04%	0.00	0.00%	99.91%	
September	3,634.59	-	455.36	72.68	(37.08)	-	4,125.55	3.64%	49.68%	0.00	0.00%	99.91%	
October	1,663.25	-	466.65	45.46	(17.09)	-	2,158.27	0.00%	49.68%	0.00	0.00%	99.91%	
November	48,482.04	-	520.11	1,939.26	(504.22)	-	50,437.19	48.60%	98.28%	0.00	0.00%	99.91%	
December	-	-	378.71	-	-	-	378.71	0.00%	98.28%	0.00	0.00%	99.91%	
\$ 99,707.75	\$ -	\$ 5,469.56	\$ 2,082.24	\$ (1,017.87)	\$ -	\$ 106,241.68	98.28%	98.28%	451.06	99.91%	99.91%		

	Mill Levy	TAXES	%	PROPERTY TAXES	% COLLECTED TO AMOUNT
		LEVIED	OF LEVIED	COLLECTED	LEVIED
Property Tax					
GENERAL FUND	11.133	\$ 13,302.00	13.33%	\$ 13,294.37	99.94%
DEBT SERVICE	55.664	66,510.00	66.67%	66,471.83	99.94%
REGIONAL MILL LEVY	16.699	19,953.00	20.00%	19,941.55	99.94%
	83.496	\$ 99,765.00	100.00%	\$ 99,707.75	99.94%
Specific Ownership Tax					
GENERAL FUND		\$ 670.00	13.33%	\$ 729.27	108.85%
DEBT SERVICE		4,320.00	86.67%	4,740.29	109.73%
		\$ 4,990.00	100.00%	\$ 5,469.56	109.61%
Treasurer's Fees					
GENERAL FUND		\$ 130.00	13.33%	\$ 135.72	104.40%
DEBT SERVICE		665.00	66.67%	678.58	102.04%
REGIONAL MILL LEVY		200.00	20.00%	203.57	101.79%
		\$ 995.00	100.00%	\$ 1,017.87	102.30%

Mills Levied	Assessed Value 2020	Assessed Value 2021
11.133		
55.664		
16.699		
83.496	\$ 5,570	\$ 1,194,850

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

COLORADO INTERNATIONAL CENTER MD NO. 14

FINANCIAL STATEMENTS

DECEMBER 31, 2021

COLORADO INTERNATIONAL CENTER MD NO. 14
BALANCE SHEET - GOVERNMENTAL FUNDS
DECEMBER 31, 2021

	General	Debt Service	Capital Projects - Regional	Total
ASSETS				
Cash - Checking	\$ 8,343	\$ 44,171	\$ 9,983	\$ 62,497
Csafe	-	-	3,175	3,175
UMB - 2018 Bond Fund	-	11,262	-	11,262
UMB - 2018 Surplus Fund	-	12,176,730	-	12,176,730
UMB - 2018 Project Fund	-	-	1,609,495	1,609,495
Property taxes receivable	310,408	1,552,007	465,611	2,328,026
Due from other districts - CIC 13	-	328	-	328
Receivable from County Treasurer	1,170	7,604	-	8,774
TOTAL ASSETS	\$ 319,921	\$ 13,792,102	\$ 2,088,264	\$ 16,200,287
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
CURRENT LIABILITIES				
Due to DHP at DIA	\$ 9,513	\$ 35,607	\$ -	\$ 45,120
Total Liabilities	9,513	35,607	-	45,120
DEFERRED INFLOWS OF RESOURCES				
Deferred property tax	310,408	1,552,007	465,611	2,328,026
Total Deferred Inflows of Resources	310,408	1,552,007	465,611	2,328,026
FUND BALANCES				
Total Fund Balances	-	12,204,488	1,622,653	13,827,141
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 319,921	\$ 13,792,102	\$ 2,088,264	\$ 16,200,287

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**COLORADO INTERNATIONAL CENTER MD NO. 14
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 310,653	\$ 309,404	\$ (1,249)
Specific ownership tax	15,530	16,895	1,365
Interest income	10	136	126
Other revenue	3,807	-	(3,807)
TOTAL REVENUES	<u>330,000</u>	<u>326,435</u>	<u>(3,565)</u>
EXPENDITURES			
County Treasurer's fee	3,108	3,095	13
Contingency	3,807	-	3,807
TOTAL EXPENDITURES	<u>6,915</u>	<u>3,095</u>	<u>3,820</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	323,085	323,340	255
OTHER FINANCING SOURCES (USES)			
Transfer to DHP at DIA	(323,085)	(323,340)	(255)
TOTAL OTHER FINANCING SOURCES (USES)	<u>(323,085)</u>	<u>(323,340)</u>	<u>(255)</u>
NET CHANGE IN FUND BALANCES	-	-	-
FUND BALANCES - BEGINNING	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

**COLORADO INTERNATIONAL CENTER MD NO. 14
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021**

DEBT SERVICE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 1,553,266	\$ 1,547,020	\$ (6,246)
Specific ownership tax	100,960	109,817	8,857
Interest income	68,500	6,295	(62,205)
Intergovernmental Revenue - CIC No. 13	90,178	92,076	1,898
TOTAL REVENUES	<u>1,812,904</u>	<u>1,755,208</u>	<u>(57,696)</u>
EXPENDITURES			
County Treasurer's fee	15,530	15,477	53
Paying agent fees	3,500	3,500	-
Bond interest - Series 2018	5,110,694	5,110,694	-
Bond issue costs	-	39,237	(39,237)
Contingency	5,276	-	5,276
TOTAL EXPENDITURES	<u>5,135,000</u>	<u>5,168,908</u>	<u>(33,908)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(3,322,096)	(3,413,700)	(91,604)
OTHER FINANCING SOURCES (USES)			
Transfers from CP - Regional Fund	461,513	449,684	(11,829)
TOTAL OTHER FINANCING SOURCES (USES)	<u>461,513</u>	<u>449,684</u>	<u>(11,829)</u>
NET CHANGE IN FUND BALANCES	(2,860,583)	(2,964,016)	(103,433)
FUND BALANCES - BEGINNING	<u>15,172,051</u>	<u>15,168,504</u>	<u>(3,547)</u>
FUND BALANCES - ENDING	<u>\$ 12,311,468</u>	<u>\$ 12,204,488</u>	<u>\$ (106,980)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**COLORADO INTERNATIONAL CENTER MD NO. 14
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND AVAILABLE - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021**

CAPITAL PROJECTS - REGIONAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Regional Mill levy	\$ 465,980	\$ 464,106	\$ (1,874)
Interest income	10,000	1,978	(8,022)
TOTAL REVENUES	<u>475,980</u>	<u>466,084</u>	<u>(9,896)</u>
EXPENDITURES			
County Treasurer's fee - Regional mill levy	4,660	4,643	17
TOTAL EXPENDITURES	<u>4,660</u>	<u>4,643</u>	<u>17</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	471,320	461,441	(9,879)
OTHER FINANCING SOURCES (USES)			
Transfer to DHP at DIA	(4,041,585)	(5,560,047)	(1,518,462)
Transfer to DS Fund	<u>(461,513)</u>	<u>(449,684)</u>	<u>11,829</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>(4,503,098)</u>	<u>(6,009,731)</u>	<u>(1,506,633)</u>
NET CHANGE IN FUNDS AVAILABLE	(4,031,778)	(5,548,290)	(1,516,512)
FUNDS AVAILABLE - BEGINNING	<u>4,031,778</u>	<u>7,170,944</u>	<u>3,139,166</u>
FUNDS AVAILABLE - ENDING	<u>\$ -</u>	<u>\$ 1,622,653</u>	<u>\$ 1,622,653</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

\$87,135,000

**Limited Tax General Obligation Refunding
and Improvement Bonds, Series 2018**

Dated April 12, 2018

Interest Rate between 5.625% and 5.875%

Interest Payable June 1 and December 1

Principal Due December 1

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ -	\$ 5,110,694	\$ 5,110,694
2022	-	5,110,694	5,110,694
2023	5,000	5,110,694	5,115,694
2024	5,000	5,110,413	5,115,413
2025	5,000	5,110,131	5,115,131
2026	5,000	5,109,850	5,114,850
2027	5,000	5,109,569	5,114,569
2028	5,000	5,109,288	5,114,288
2029	155,000	5,109,006	5,264,006
2030	575,000	5,100,288	5,675,288
2031	1,020,000	5,067,944	6,087,944
2032	1,615,000	5,010,569	6,625,569
2033	2,130,000	4,919,725	7,049,725
2034	2,835,000	4,794,588	7,629,588
2035	3,435,000	4,628,031	8,063,031
2036	4,130,000	4,426,225	8,556,225
2037	4,375,000	4,183,588	8,558,588
2038	4,800,000	3,926,556	8,726,556
2039	5,085,000	3,644,556	8,729,556
2040	5,555,000	3,345,813	8,900,813
2041	5,885,000	3,019,456	8,904,456
2042	6,410,000	2,673,713	9,083,713
2043	6,785,000	2,297,125	9,082,125
2044	7,365,000	1,898,506	9,263,506
2045	7,795,000	1,465,813	9,260,813
2046	17,155,000	1,007,856	18,162,856
	<u>\$ 87,135,000</u>	<u>\$ 107,400,691</u>	<u>\$194,535,691</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances - governmental funds have been omitted.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14
FORECASTED SURPLUS CASH BALANCES AND CASH RECEIPTS AND DISBURSEMENTS**

GENERAL FUND AND DEBT SERVICE FUND

SCHEDULE OF ESTIMATED BONDS DEBT SERVICE REQUIREMENTS

AS OF DECEMBER 31, 2021 AND FOR THE CALENDAR YEARS ENDING 2022 THROUGH 2061

Series 2022B Bond Issue							
Dated:		February 17, 2022		\$31,508,000			
Issued:		February 17, 2022					
Interest Rate:		7.500%		compounded annually			
Principal payments:				due on December 15			
Year	Bond Principal		Bond Interest			Total 2022B Bonds Debt Service Payments (To Page 5)	Year
	Principal Payments	Outstanding Balance	Interest Accrued on Outstanding Principal and Unpaid Interest	Interest Payments	Cumulative Unpaid Interest		
2021	-	-	-	-	-	-	2021
2022	-	31,508,000	1,956,122	-	1,956,122	-	2022
2023	-	31,508,000	2,509,809	-	4,465,931	-	2023
2024	-	31,508,000	2,698,045	-	7,163,976	-	2024
2025	-	31,508,000	2,900,398	-	10,064,374	-	2025
2026	-	31,508,000	3,117,928	-	13,182,302	-	2026
2027	-	31,508,000	3,351,773	-	16,534,074	-	2027
2028	-	31,508,000	3,603,156	3,330,041	16,807,189	3,330,041	2028
2029	-	31,508,000	3,623,639	3,558,468	16,872,360	3,558,468	2029
2030	-	31,508,000	3,628,527	3,414,136	17,086,751	3,414,136	2030
2031	-	31,508,000	3,644,606	3,124,581	17,606,776	3,124,581	2031
2032	-	31,508,000	3,683,608	3,029,049	18,261,335	3,029,049	2032
2033	-	31,508,000	3,732,700	4,203,462	17,790,573	4,203,462	2033
2034	-	31,508,000	3,697,393	3,974,624	17,513,343	3,974,624	2034
2035	-	31,508,000	3,676,601	3,665,526	17,524,417	3,665,526	2035
2036	-	31,508,000	3,677,431	3,502,186	17,699,663	3,502,186	2036
2037	-	31,508,000	3,690,575	3,500,501	17,889,737	3,500,501	2037
2038	-	31,508,000	3,704,830	3,572,852	18,021,715	3,572,852	2038
2039	-	31,508,000	3,714,729	3,570,713	18,165,731	3,570,713	2039
2040	-	31,508,000	3,725,530	3,644,563	18,246,698	3,644,563	2040
2041	-	31,508,000	3,731,602	3,641,964	18,336,336	3,641,964	2041
2042	-	31,508,000	3,738,325	3,714,029	18,360,633	3,714,029	2042
2043	-	31,508,000	3,740,147	3,715,161	18,385,619	3,715,161	2043
2044	-	31,508,000	3,742,021	3,789,707	18,337,934	3,789,707	2044
2045	-	31,508,000	3,738,445	3,791,628	18,284,750	3,791,628	2045
2046	-	31,508,000	3,734,456	10,078,945	11,940,261	10,078,945	2046
2047	-	31,508,000	3,258,620	10,605,337	4,593,544	10,605,337	2047
2048	3,516,000	27,992,000	2,707,616	7,301,159	-	10,817,159	2048
2049	8,718,000	19,274,000	2,099,400	2,099,400	-	10,817,400	2049
2050	9,588,000	9,686,000	1,445,550	1,445,550	-	11,033,550	2050
2051	9,686,000	-	726,450	726,450	-	10,412,450	2051
2052	-	-	-	-	-	-	2052
2053	-	-	-	-	-	-	2053
2054	-	-	-	-	-	-	2054
2055	-	-	-	-	-	-	2055
2056	-	-	-	-	-	-	2056
2057	-	-	-	-	-	-	2057
2058	-	-	-	-	-	-	2058
2059	-	-	-	-	-	-	2059
2060	-	-	-	-	-	-	2060
2061	-	-	-	-	-	-	2061
	31,508,000		97,000,032	97,000,032		128,508,032	

USE OF PROCEEDS	
Project Fund	\$29,730,140
Original Issue Discount	472,620
Cost of Issuance	360,000
Underwriter's Discount	945,240
	<u>\$31,508,000</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances - governmental funds have been omitted.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14
Property Taxes Schedule
2021

	Current Year								Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due To County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 28.50	\$ -	\$ 9,656.21	\$ -	\$ (0.29)	\$ -	\$ 9,684.42	0.00%	0.00%	\$ 14,847.90	0.00%	0.00%
February	526,668.36	-	9,712.70	-	(5,266.71)	-	531,114.35	22.60%	22.61%	943,939.47	33.30%	33.30%
March	128,765.62	-	10,321.80	-	(1,287.69)	-	137,799.73	5.53%	28.13%	453,488.82	15.60%	48.90%
April	439,456.40	-	10,996.06	321.45	(4,397.80)	-	446,376.11	18.86%	46.99%	343,893.35	11.87%	60.77%
May	353,410.13	-	9,492.69	326.50	(3,537.39)	-	359,691.93	15.17%	62.16%	449,157.34	15.22%	75.99%
June	835,903.59	-	9,774.27	7.00	(8,359.13)	-	837,325.73	35.88%	98.04%	665,971.49	22.87%	98.86%
July	7.50	-	11,416.80	-	(0.08)	-	11,424.22	0.00%	98.04%	14,665.72	0.00%	98.86%
August	32,881.29	-	13,158.43	335.32	(332.18)	-	46,042.86	1.41%	99.45%	13,535.58	0.00%	98.86%
September	3,408.01	-	10,549.23	34.33	(34.42)	-	13,957.15	0.15%	99.60%	14,665.27	0.00%	98.86%
October	-	-	10,810.73	-	-	-	10,810.73	0.00%	99.60%	47,246.81	0.00%	98.86%
November	-	-	12,049.23	-	-	-	12,049.23	0.00%	99.60%	13,914.71	0.00%	98.86%
December	-	-	8,773.39	-	-	-	8,773.39	0.00%	99.60%	10,369.95	0.00%	98.86%
Total	\$ 2,320,529.40	\$ -	\$ 126,711.54	\$ 1,024.60	\$ (23,215.69)	\$ -	\$ 2,425,049.85	99.60%	99.60%	\$ 2,985,696.41	98.86%	98.86%

	Mill Levy	TAXES	%	PROPERTY TAXES	% COLLECTED TO AMOUNT
		LEVIED	OF LEVIED	COLLECTED	LEVIED
Property Tax					
GENERAL FUND	10.000	\$ 310,653.00	13.33%	\$ 309,403.72	99.60%
DEBT SERVICE	50.000	1,553,266.00	66.67%	1,547,019.60	99.60%
REGIONAL MILL LEVY	15.000	465,980.00	20.00%	464,106.08	99.60%
	75.000	\$ 2,329,899.00	100.00%	\$ 2,320,529.40	99.60%
Specific Ownership Tax					
GENERAL FUND		\$ 15,530.00	13.33%	\$ 16,894.86	108.79%
DEBT SERVICE		100,960.00	86.67%	109,816.68	108.77%
		\$ 116,490.00	100.00%	\$ 126,711.54	108.77%
Treasurer's Fees					
GENERAL FUND		\$ 3,108.00	13.33%	\$ 3,095.42	99.60%
DEBT SERVICE		15,530.00	66.67%	15,477.13	99.66%
REGIONAL MILL LEVY		4,660.00	20.00%	4,643.14	99.64%
		\$ 23,298.00	100.00%	\$ 23,215.69	99.65%

Mills Levied	Assessed Value 2020	Assessed Value 2021
10.000		
50.000		
15.000		
75.000	\$ 38,524,300	\$ 31,065,320

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances - governmental funds have been omitted.



DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT

AND

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NOS. 13 & 14

ENGINEER'S REPORT AND VERIFICATION OF COSTS

ASSOCIATED WITH PUBLIC IMPROVEMENTS

PREPARED BY:
SCHEDIO GROUP LLC
809 14TH STREET, SUITE A
GOLDEN, COLORADO 80401

LICENSED PROFESSIONAL ENGINEER:
TIMOTHY A. MCCARTHY
STATE OF COLORADO
LICENSE NO. 44349

DATE PREPARED: March 21, 2022

CLIENT NO.: 200103
PROJECT: High Point Filing No. 3

Engineer's Report and Verification of Costs No. 12



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ENGINEER'S REPORT

INTRODUCTION

Schedio Group LLC ("Schedio Group") entered into a Service Agreement for Cost Verification Services ("Service Agreement") with Denver High Point at DIA Metropolitan District ("DHP") and Colorado International Center Metropolitan District No. 13 and Colorado International Center Metropolitan District No. 14 ("CIC No. 13", "CIC No. 14" and with DHP, "Districts") on March 10, 2020. This Engineer's Report and Verification of Costs Associated with Public Improvements ("Report") is the 12th deliverable associated with the Service Agreement, more specifically Task 1 – Independent Professional Engineer's Review and Verification of Costs Incurred to Date Associated with Public Improvements.

Per the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) ("CFRA") entered into on July 20, 2017, by and between DHP and ACM High Point VI LLC ("Developer"), concerning costs associated with the design and construction of Public Improvements (as defined in the CFRA) and verified by Schedio Group as eligible for Developer Reimbursement, DHP shall be the Payer and the Developer shall be the Payee.

In addition, per the Facilities Acquisition Agreement ("FAA") by and between DHP, CIC No. 13 and William Lyon Homes, Inc. (now Taylor Morrison of Colorado, Inc. "Buyer"), the Buyer agrees to design, construct, and complete the District Improvements (as defined in the FAA) and upon completion transfer the completed District Improvements by special warranty bill of sale to CIC No. 13 or DHP. The Buyer acknowledges that construction and conveyance of the District Improvements shall be without compensation from the Districts to the Buyer and District Reimbursement Rights shall remain the property of the Developer and shall not be conveyed to the Buyer.

The development is High Point Subdivision Filing No. 3, which consists of 225 residential lots on approximately 54 acres located north of E. 64th Avenue, west of N. Dunkirk Street and in the City and County of Denver, Colorado.

SUMMARY OF FINDINGS

To date Schedio Group has reviewed a total of \$11,340,927.05 in soft, indirect and hard costs associated with the design and construction of improvements. Of the \$11,340,927.05 reviewed, Schedio Group has verified \$8,768,552.39 associated with the design and construction of Public Improvements as authorized by the *Service Plan for Colorado International Center Metropolitan District No. 13 in the City and County of Denver, Colorado*, prepared by McGeady Sisneros, P.C., and approved on March 13, 2006 ("Service Plan") and therefore eligible for Developer Reimbursement the District.

Per *Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District Nos. 13 & 14 – Engineer's Report and Verification of Costs Associated with Public Improvements No. 11*, prepared by Schedio Group LLC and dated October 21, 2021, Schedio Group had reviewed a total of \$10,796,510.42 in soft, indirect and hard costs associated with the design and construction of improvements. Of the \$10,796,510.42 reviewed, Schedio Group verified \$8,314,966.74 associated with the design and construction of Public Improvements and therefore eligible for Developer Reimbursement by the District in prior reports.



Regarding this Report, Schedio Group reviewed a total of \$544,416.63 in soft, indirect and hard costs associated with improvements. Of the \$544,416.63 reviewed, Schedio Group verified \$453,585.66 as associated with design and construction of Public Improvements and recommends that **\$453,585.66** be reimbursed by the District to the Developer.

See *Figure 1 – Summary of Verified Soft, Indirect and Hard Costs Segregated by Service Plan Category* below. For additional details, see *Exhibit A – Summary of Costs Reviewed*.

	TOT AMT VER VER NOS 1-12	TOT PREV AMT VER VER NOS 1-11	TOT CUR AMT VER VER NO 12
SOFT AND INDIRECT COSTS			
Streets	\$ 327,157.77	\$ 310,606.64	\$ 16,551.14
Water	\$ 241,782.29	\$ 233,269.01	\$ 8,513.28
Sanitary Sewer	\$ 240,202.76	\$ 231,689.48	\$ 8,513.28
Parks and Recreation	\$ 171,089.03	\$ 154,016.12	\$ 17,072.90
Total Soft and Indirect Costs -->	\$ 980,231.85	\$ 929,581.24	\$ 50,650.61
HARD COSTS			
Streets	\$ 5,179,626.46	\$ 5,055,626.51	\$ 123,999.95
Water	\$ 1,025,214.30	\$ 1,025,214.30	\$ -
Sanitary Sewer	\$ 971,475.30	\$ 971,475.30	\$ -
Parks and Recreation	\$ 612,004.49	\$ 333,069.39	\$ 278,935.11
Total Hard Costs -->	\$ 7,788,320.55	\$ 7,385,385.50	\$ 402,935.05
SOFT AND INDIRECT + HARD COSTS			
Streets	\$ 5,506,784.23	\$ 5,366,233.15	\$ 140,551.08
Water	\$ 1,266,996.59	\$ 1,258,483.30	\$ 8,513.28
Sanitary Sewer	\$ 1,211,678.06	\$ 1,203,164.78	\$ 8,513.28
Parks and Recreation	\$ 783,093.52	\$ 487,085.51	\$ 296,008.01
Total Soft and Indirect + Hard Costs -->	\$ 8,768,552.39	\$ 8,314,966.74	\$ 453,585.66

Figure 1 - Summary of Verified Soft, Indirect and Hard Costs Segregated by Service Plan Category

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DETERMINATION OF PUBLIC PRORATION PERCENTAGE

Figure 2 – Determination of Public Proration Percentage below summarizes the public and private areas within High Point Subdivision Filing No. 3. The ratio of total Public Area to Overall Area yields a Public Proration Percentage that can be applied to select costs with both public and private components. Areas were taken directly from or derived from the High Point Subdivision Filing No. 3 Final Plat (unapproved). The Public Proration Percentage was calculated and applied as deemed appropriate by Schedio Group. See Exhibit A – Summary of Costs Reviewed for application of the Public Proration Percentage.

	SF		
Overall Area	2,356,034	<--From Sheet 1 of Plat	100.00%
Private Lots	1,211,822		51.43%
Private Tracts	199,910		8.49%
Public Tracts	368,774		15.65%
Public Right-of-Way	575,528		24.43%
Total High Point Subdivision Filing No. 3 Area -->	2,356,034	Private % -->	59.92%
		Public % -->	40.08%

Figure 2 - Determination of Public Proration Percentage

VERIFICATION OF COSTS

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar timeframes in similar locales.

VERIFICATION OF PAYMENTS

At the time of this report, traditional proofs of payments such as canceled checks, bank statements and unconditional lien waivers were not made available to Schedio Group. In the absence of traditional proofs of payments, Schedio Group, in coordination with District Counsel, secured Exhibit C – Affidavit as Proofs of Payments from the Buyer.

VERIFICATION OF CONSTRUCTION

Schedio Group performed a site visit on March 16, 2022. Premier Earthwork and Utilities Pay Application No. TM22001-01, dated February 28, 2022, reasonably represents the work completed to date on site. The constructed Public Improvements appear to be in general conformance with the approved construction drawings. See Exhibit B – List of Documents Reviewed. Photos are available from Schedio Group upon request.

SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES

The High Point Filing No. 3 Final Plat (unapproved) depicts various tracts as “Private” (“Private Areas”). Schedio Group has considered tracts labeled as ‘Private’ on the High Point Filing No. 3 Final Plat (unapproved) as truly private; meaning that their collective area was not considered as Public Area when calculating the Public Proration Percentage and that costs associated with the design and construction of improvements within Private Areas have not and will not be verified as eligible for Developer Reimbursement. From Figure 2 above, Private Tracts constituted 199,910 square feet of area within High Point Filing No. 3.



ENGINEER'S VERIFICATION

Timothy A. McCarthy, P.E. / Schedio Group, LLC (the Independent Consulting Engineer) states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and Verification of Public Improvements of similar type and function as those described in the attached Engineer's Report dated March 21, 2022.

The Independent Consulting Engineer has reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer performed a site visit on March 16, 2022 and determined that the Public Improvements constructed to date were constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer finds and determines that Public Improvements considered in the attached Engineer's Report from July 20, 2021 (Date of Premier Earthworks & Infrastructure Pay App No. 191025.16) to February 28, 2022 (Date of Premier Earthworks & Infrastructure Pay App No. TM22001-01), are reasonably valued at **\$453,585.66**.

In the opinion of the Independent Consulting Engineer, the above stated value of **\$453,585.66** for soft, indirect and hard costs associated with the design and construction of the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe and similar locales.

March 21, 2022

Timothy A. McCarthy, P.E.

Colorado License No. 44349



EXHIBIT A

SUMMARY OF COSTS REVIEWED

SUMMARY OF COSTS REVIEWED

Denver High Point at DIA MD, Colorado International Center Metropolitan District Nos. 13 & 14
 High Point Filing No. 3
 Engineer's Report and Verification of Costs No. 12

1/4 Splits	25.00%	25.00%	25.00%	25.00%
1/3 Splits	33.33%	33.33%	33.33%	33.33%
1/2 Splits	50.00%	50.00%	50.00%	50.00%
1/1 Splits	100.00%	100.00%	100.00%	100.00%

VER NO	VENDOR	DESCRIPTION	INV NO	INV DATE	FINAL INV AMT	PMT NO	PMT DATE	PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
1	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	299518	01/31/19	\$ 450.00	43355	02/11/19	\$ 450.00	59.92%	\$ 269.64	40.08%	\$ 180.36	\$ 45.09	\$ 45.09	\$ 45.09	\$ 45.09
1	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	302563	04/30/19	\$ 2,500.00	46175	06/10/19	\$ 2,500.00	59.92%	\$ 1,498.00	40.08%	\$ 1,002.00	\$ 250.50	\$ 250.50	\$ 250.50	\$ 250.50
1	A.G. Wassenar, Inc.	188210 440 Residential Lots High Point	303841	06/10/19	\$ 1,600.00	46551	06/24/19	\$ 1,600.00	59.92%	\$ 958.72	40.08%	\$ 641.28	\$ 160.32	\$ 160.32	\$ 160.32	\$ 160.32
1	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	307536	08/31/19	\$ 150.00	48879	10/07/19	\$ 150.00	59.92%	\$ 89.88	40.08%	\$ 60.12	\$ 15.03	\$ 15.03	\$ 15.03	\$ 15.03
1	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	308601	09/30/19	\$ 250.00	50437	12/16/19	\$ 250.00	59.92%	\$ 149.80	40.08%	\$ 100.20	\$ 25.05	\$ 25.05	\$ 25.05	\$ 25.05
1	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	308602	09/30/19	\$ 18,232.50	50437	12/16/19	\$ 18,232.50	59.92%	\$ 10,924.89	40.08%	\$ 7,307.61	\$ 1,826.90	\$ 1,826.90	\$ 1,826.90	\$ 1,826.90
1	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	309753	10/31/19	\$ 16,832.00	50161	12/02/19	\$ 16,832.00	59.92%	\$ 10,085.71	40.08%	\$ 6,746.29	\$ 1,686.57	\$ 1,686.57	\$ 1,686.57	\$ 1,686.57
1	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	309754	10/31/19	\$ 120.00	50161	12/02/19	\$ 120.00	59.92%	\$ 71.90	40.08%	\$ 48.10	\$ 12.02	\$ 12.02	\$ 12.02	\$ 12.02
1	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	309980	10/31/19	\$ 2,300.00	50161	12/02/19	\$ 2,300.00	59.92%	\$ 1,378.16	40.08%	\$ 938.84	\$ 230.46	\$ 230.46	\$ 230.46	\$ 230.46
1	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	311002	11/30/19	\$ 7,858.00	50703	01/06/20	\$ 7,858.00	59.92%	\$ 4,708.50	40.08%	\$ 3,149.50	\$ 787.37	\$ 787.37	\$ 787.37	\$ 787.37
1	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	311003	11/30/19	\$ 10,231.00	50703	01/06/20	\$ 10,231.00	59.92%	\$ 6,130.40	40.08%	\$ 4,100.60	\$ 1,025.15	\$ 1,025.15	\$ 1,025.15	\$ 1,025.15
1	A.G. Wassenar, Inc.	196090-196171 High Point Filing 3 Der	311101	12/16/19	\$ 17,880.00	50703	01/06/20	\$ 17,880.00	100.00%	\$ 17,880.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
1	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	311574	12/31/18	\$ 350.00	50830	01/13/20	\$ 350.00	0.00%	\$ -	100.00%	\$ 350.00	\$ 87.50	\$ 87.50	\$ 87.50	\$ 87.50
1	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	312156	12/31/19	\$ 1,278.00	51196	01/27/20	\$ 1,278.00	59.92%	\$ 765.78	40.08%	\$ 512.22	\$ 128.06	\$ 128.06	\$ 128.06	\$ 128.06
1	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	312158	12/31/19	\$ 10,041.00	51196	01/27/20	\$ 10,041.00	59.92%	\$ 6,016.55	40.08%	\$ 4,024.45	\$ 1,006.11	\$ 1,006.11	\$ 1,006.11	\$ 1,006.11
1	Norris Design, Inc.	High Point Due Diligence	01-24267	04/30/18	\$ 3,256.07	37954	06/25/18	\$ 3,256.07	59.92%	\$ 1,951.03	40.08%	\$ 1,305.04	\$ 326.26	\$ 326.26	\$ 326.26	\$ 326.26
1	Norris Design, Inc.	High Point Due Diligence	01-24343	05/31/18	\$ 3,961.19	38266	07/09/18	\$ 3,961.19	59.92%	\$ 2,373.54	40.08%	\$ 1,587.65	\$ 396.91	\$ 396.91	\$ 396.91	\$ 396.91
1	Omerta Storm Water Management	High Point - Dunkirk	44200	01/28/19	\$ 4,750.00	46904	11/04/19	\$ 4,750.00	59.92%	\$ 2,846.19	40.08%	\$ 1,903.81	\$ 475.95	\$ 475.95	\$ 475.95	\$ 475.95
1	Omerta Storm Water Management	High Point - CMS#37 Silt Fence	48120	08/29/19	\$ 506.50	51270	01/27/20	\$ 506.50	59.92%	\$ 303.49	40.08%	\$ 203.01	\$ 50.75	\$ 50.75	\$ 50.75	\$ 50.75
1	Omerta Storm Water Management	High Point - CMS Inspection	50457	12/31/19	\$ 720.60	51620	02/18/20	\$ 720.60	59.92%	\$ 431.78	40.08%	\$ 288.82	\$ 72.20	\$ 72.20	\$ 72.20	\$ 72.20
2	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	313404	01/31/20	\$ 18,414.00	51784	03/02/20	\$ 18,414.00	59.92%	\$ 11,033.64	40.08%	\$ 7,380.36	\$ 1,845.09	\$ 1,845.09	\$ 1,845.09	\$ 1,845.09
2	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	313405	01/31/20	\$ 250.00	51784	03/02/20	\$ 250.00	100.00%	\$ 250.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
2	A.G. Wassenar, Inc.	196090MAS 196091-196171 & 201144	313576	02/12/20	\$ 20,210.00	51784	03/02/20	\$ 20,210.00	100.00%	\$ 20,210.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
2	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	313976	03/02/20	\$ 14,500.00	52358	03/30/20	\$ 14,500.00	59.92%	\$ 8,688.38	40.08%	\$ 5,811.62	\$ 1,452.91	\$ 1,452.91	\$ 1,452.91	\$ 1,452.91
2	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	314272	02/29/20	\$ 17,853.00	52358	03/30/20	\$ 17,853.00	59.92%	\$ 10,697.49	40.08%	\$ 7,155.51	\$ 1,788.88	\$ 1,788.88	\$ 1,788.88	\$ 1,788.88
2	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	314273	02/29/20	\$ 320.00	52358	03/30/20	\$ 320.00	59.92%	\$ 191.74	40.08%	\$ 128.26	\$ 32.06	\$ 32.06	\$ 32.06	\$ 32.06
2	A.G. Wassenar, Inc.	196090MAS 196091-196171 & 201144	314452	03/05/20	\$ 8,930.00	52358	03/30/20	\$ 8,930.00	100.00%	\$ 8,930.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
2	CMS Environmental Solutions	High Point Denver Weekly + Rain Insp	100580	03/01/20	\$ 595.00	52390	03/30/20	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	\$ 59.62	\$ 59.62	\$ 59.62	\$ 59.62
2	Collins, Cockrel & Cole	High Point Due Diligence	11031-001M	02/29/20	\$ 720.00	52131	03/16/20	\$ 720.00	0.00%	\$ -	100.00%	\$ 720.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00
2	Davis, Graham & Stubbs	High Point Denver Review Pipeline Eas	785004	02/27/20	\$ 3,645.00	52392	03/30/20	\$ 3,645.00	59.92%	\$ 2,184.08	40.08%	\$ 1,460.92	\$ 365.23	\$ 365.23	\$ 365.23	\$ 365.23
2	Davis, Graham & Stubbs	High Point Denver Review Pipeline Eas	785760	03/11/20	\$ 225.00	52392	03/30/20	\$ 225.00	59.92%	\$ 134.82	40.08%	\$ 90.18	\$ 22.55	\$ 22.55	\$ 22.55	\$ 22.55
2	Felten Group	Altaira at High Point Structural Engneer	20-0769	01/31/20	\$ 1,175.00	51848	03/02/20	\$ 1,175.00	100.00%	\$ 1,175.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
2	Felten Group	Altaira at High Point Structural Engneer	20-1112	02/13/20	\$ 875.00	51848	03/02/20	\$ 875.00	100.00%	\$ 875.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
2	Felten Group	Altaira at High Point Structural Engneer	20-1113	02/13/20	\$ 9,000.00	51848	03/02/20	\$ 9,000.00	100.00%	\$ 9,000.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
2	Ken's Reproductions	High Point Print Processing	5131726	03/04/20	\$ 40.01	52426	03/30/20	\$ 40.01	59.92%	\$ 23.97	40.08%	\$ 16.04	\$ 4.01	\$ 4.01	\$ 4.01	\$ 4.01
2	Means Law	High Point Legal Advice Acquisition/De	280	12/31/19	\$ 2,117.00	52187	03/16/20	\$ 2,117.00	59.92%	\$ 1,268.50	40.08%	\$ 848.50	\$ 212.12	\$ 212.12	\$ 212.12	\$ 212.12
2	Means Law	High Point Legal Advice Acquisition/De	299	02/02/20	\$ 2,664.50	52187	03/16/20	\$ 2,664.50	59.92%	\$ 1,596.56	40.08%	\$ 1,067.94	\$ 266.98	\$ 266.98	\$ 266.98	\$ 266.98
2	Omerta Storm Water Management	High Point - CMS#62 Silt Fence, Stakes	51075	01/31/20	\$ 583.72	51889	03/02/20	\$ 583.72	59.92%	\$ 349.76	40.08%	\$ 233.96	\$ 58.49	\$ 58.49	\$ 58.49	\$ 58.49
2	Omerta Storm Water Management	High Point - CMS#64 Silt Fence, BMPs	51246	03/23/20	\$ 654.45	52438	03/30/20	\$ 654.45	59.92%	\$ 392.15	40.08%	\$ 262.30	\$ 65.58	\$ 65.58	\$ 65.58	\$ 65.58
2	Omerta Storm Water Management	High Point - Dunkirk - Bobcat, Scrapes	51735	03/19/20	\$ 352.50	52558	04/06/20	\$ 352.50	59.92%	\$ 211.22	40.08%	\$ 141.28	\$ 35.32	\$ 35.32	\$ 35.32	\$ 35.32
2	Shamrock Delivery, Inc.	Delivery of Samples Doc #208843202/	139913	02/29/20	\$ 44.13	52212	03/16/20	\$ 44.13	59.92%	\$ 26.44	40.08%	\$ 17.69	\$ 4.42	\$ 4.42	\$ 4.42	\$ 4.42
2	The Stanton Solution	High Point Plat Signatures, Council, Fee	731	03/01/20	\$ 2,000.00	52077	03/09/20	\$ 2,000.00	59.92%	\$ 1,198.40	40.08%	\$ 801.60	\$ 200.40	\$ 200.40	\$ 200.40	\$ 200.40
3	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	314819	03/16/20	\$ 6,500.00	Affidavit	Affidavit	\$ 6,500.00	59.92%	\$ 3,894.79	40.08%	\$ 2,605.21	\$ 651.30	\$ 651.30	\$ 651.30	\$ 651.30
3	A.G. Wassenar, Inc.	196090MAS 196091-196171 & 201144	315116	03/31/20	\$ 3,685.00	Affidavit	Affidavit	\$ 3,685.00	100.00%	\$ 3,685.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
3	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	315457	03/23/20	\$ 14,873.00	Affidavit	Affidavit	\$ 14,873.00	59.92%	\$ 8,913.08	40.08%	\$ 5,961.92	\$ 1,490.48	\$ 1,490.48	\$ 1,490.48	\$ 1,490.48
3	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	315458	03/31/20	\$ 2,057.00	Affidavit	Affidavit	\$ 2,057.00	59.92%	\$ 1,232.55	40.08%	\$ 824.45	\$ 206.11	\$ 206.11	\$ 206.11	\$ 206.11
3	A.G. Wassenar, Inc.	196090MAS 196091-196171 & 201144	316256	04/21/20	\$ 11,675.00	Affidavit	Affidavit	\$ 11,675.00	59.92%	\$ 6,955.64	40.08%	\$ 4,719.36	\$ 1,169.84	\$ 1,169.84	\$ 1,169.84	\$ 1,169.84
3	ARC Document Solutions	Mylar for HKS 180422	10518494	01/29/20	\$ 148.42	Affidavit	Affidavit	\$ 148.42	59.92%	\$ 88.93	40.08%	\$ 59.49	\$ 14.87	\$ 14.87	\$ 14.87	\$ 14.87
3	CMS Environmental Solutions	High Point Denver Weekly + Rain Insp	101816	04/01/20	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	\$ 59.62	\$ 59.62	\$ 59.62	\$ 59.62
3	Omerta Storm Water Management	High Point - CMS Inspection #70	51847	03/25/20	\$ 5,787.56	Affidavit	Affidavit	\$ 5,787.56	59.92%	\$ 3,467.90	40.08%	\$ 2,319.66	\$ 579.92	\$ 579.92	\$ 579.92	\$ 579.92
3	Omerta Storm Water Management	911 Service High Point Blvd	51963	03/31/20	\$ 341.00	Affidavit	Affidavit	\$ 341.00	59.92%	\$ 204.33	40.08%	\$ 136.67	\$ 34.17	\$ 34.17	\$ 34.17	\$ 34.17
3	Omerta Storm Water Management	High Point - Inspection Report 4/2/20	52105	04/09/20	\$ 361.38	Affidavit	Affidavit	\$ 361.38	59.92%	\$ 216.54	40.08%	\$ 144.84	\$ 36.21	\$ 36.21	\$ 36.21	\$ 36.21
3	Omerta Storm Water Management	High Point New Silt Fence Install	52321	04/23/20	\$ 469.70	Affidavit	Affidavit	\$ 469.70	59.92%	\$ 281.44	40.08%	\$ 188.26	\$ 47.06			

SUMMARY OF COSTS REVIEWED

VER NO	VENDOR	DESCRIPTION	INV NO	INV DATE	FINAL INV AMT	PMT NO	PMT DATE	PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
5	Means Law	High Point Denver	440	08/01/20	\$ 474.50	Affidavit	Affidavit	\$ 474.50	59.92%	\$ 284.32	40.08%	\$ 190.18	47.55	47.55	47.55	47.55
5	Omerta Storm Water Management	CMS 59 Inspection	50787	01/17/20	\$ 350.00	Affidavit	Affidavit	\$ 350.00	59.92%	\$ 209.22	40.08%	\$ 140.28	35.07	35.07	35.07	35.07
5	Omerta Storm Water Management	CMS 18 Inspection	53200	06/15/20	\$ 6,350.55	Affidavit	Affidavit	\$ 6,350.55	59.92%	\$ 3,805.24	40.08%	\$ 2,545.31	636.33	636.33	636.33	636.33
5	Omerta Storm Water Management	CMS 20 Inspection	53487	06/30/20	\$ 1,075.35	Affidavit	Affidavit	\$ 1,075.35	59.92%	\$ 644.35	40.08%	\$ 431.00	107.75	107.75	107.75	107.75
5	Omerta Storm Water Management	CMS 21 Inspection	53571	07/08/20	\$ 317.00	Affidavit	Affidavit	\$ 317.00	59.92%	\$ 189.95	40.08%	\$ 127.05	31.76	31.76	31.76	31.76
5	The Stanton Solution	Highpoint - Building Permit Issue, SDP	760	06/30/20	\$ 1,500.00	Affidavit	Affidavit	\$ 1,500.00	59.92%	\$ 898.80	40.08%	\$ 601.20	150.30	150.30	150.30	150.30
5	The Stanton Solution	Coord. with city, metro district and clid	760	07/31/20	\$ 4,500.00	Affidavit	Affidavit	\$ 4,500.00	59.92%	\$ 2,696.39	40.08%	\$ 1,803.61	450.90	450.90	450.90	450.90
6	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	320781	08/28/20	\$ 850.00	Affidavit	Affidavit	\$ 850.00	59.92%	\$ 509.32	40.08%	\$ 340.68	85.17	85.17	85.17	85.17
6	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	321276	08/31/20	\$ 12,193.00	Affidavit	Affidavit	\$ 12,193.00	59.92%	\$ 7,306.03	40.08%	\$ 4,886.97	1,221.74	1,221.74	1,221.74	1,221.74
6	CMS Environmental Solutions	High Point Denver Weekly + Rain Insp	107901	09/01/20	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	59.62	59.62	59.62	59.62
6	CD Dept of Public Health and Environment	WCDC Permits F001, COR405047	WC211103879	08/17/20	\$ 540.00	Affidavit	Affidavit	\$ 540.00	59.92%	\$ 323.57	40.08%	\$ 216.43	54.11	54.11	54.11	54.11
6	Means Law	High Point Legal Advice Acquisition/De	484	08/26/20	\$ 36.50	Affidavit	Affidavit	\$ 36.50	100.00%	\$ 36.50	0.00%	\$ -	-	-	-	-
6	Omerta Storm Water Management	High Point - Enviro 3 YD Concrete/Was	54418	08/26/20	\$ 300.00	Affidavit	Affidavit	\$ 300.00	59.92%	\$ 179.76	40.08%	\$ 120.24	30.06	30.06	30.06	30.06
6	Omerta Storm Water Management	High Point - CMS Inspection 31, New S	54550	08/31/20	\$ 1,642.25	Affidavit	Affidavit	\$ 1,642.25	59.92%	\$ 984.03	40.08%	\$ 658.22	164.55	164.55	164.55	164.55
6	Omerta Storm Water Management	High Point - CMS Inspection 32, New S	54560	09/04/20	\$ 1,181.90	Affidavit	Affidavit	\$ 1,181.90	59.92%	\$ 708.19	40.08%	\$ 473.71	118.43	118.43	118.43	118.43
6	Omerta Storm Water Management	High Point - CMS Inspection 33 Dandy	54588	09/09/20	\$ 3,988.50	Affidavit	Affidavit	\$ 3,988.50	59.92%	\$ 2,389.90	40.08%	\$ 1,598.60	399.65	399.65	399.65	399.65
7	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	323284	09/30/20	\$ 18,689.00	Affidavit	Affidavit	\$ 18,689.00	59.92%	\$ 11,198.42	40.08%	\$ 7,490.58	1,872.64	1,872.64	1,872.64	1,872.64
7	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	323746	10/31/20	\$ 18,331.00	Affidavit	Affidavit	\$ 18,331.00	59.92%	\$ 10,983.91	40.08%	\$ 7,347.09	1,836.77	1,836.77	1,836.77	1,836.77
7	A.G. Wassenar, Inc.	176197 High Point-Area 1NW of E. 64th	325151	11/30/20	\$ 15,237.00	Affidavit	Affidavit	\$ 15,237.00	59.92%	\$ 9,129.99	40.08%	\$ 6,107.01	1,526.75	1,526.75	1,526.75	1,526.75
7	A.G. Wassenar, Inc.	176197 High Point-Area 1NW of E. 64th	325925	12/31/20	\$ 2,760.00	Affidavit	Affidavit	\$ 2,760.00	59.92%	\$ 1,653.79	40.08%	\$ 1,106.21	276.55	276.55	276.55	276.55
7	City and County of Denver	Zoning Permit Fee	6162117	10/15/20	\$ 675.00	Affidavit	Affidavit	\$ 675.00	59.92%	\$ 404.46	40.08%	\$ 270.54	67.64	67.64	67.64	67.64
7	City and County of Denver	Survey Development and Site Develop	6173867	11/05/20	\$ 3,000.00	Affidavit	Affidavit	\$ 3,000.00	59.92%	\$ 1,797.60	40.08%	\$ 1,202.40	300.60	300.60	300.60	300.60
7	City and County of Denver	Survey Development and Site Develop	6173879	11/05/20	\$ 3,000.00	Affidavit	Affidavit	\$ 3,000.00	59.92%	\$ 1,797.60	40.08%	\$ 1,202.40	300.60	300.60	300.60	300.60
7	CMS Environmental Solutions	High Point Denver Weekly + Rain Insp	109171	11/01/20	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	59.62	59.62	59.62	59.62
7	CMS Environmental Solutions	High Point Denver Weekly + Rain Insp	110505	11/01/20	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	59.62	59.62	59.62	59.62
7	CMS Environmental Solutions	High Point Denver Weekly + Rain Insp	113168	01/01/21	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	59.62	59.62	59.62	59.62
7	CMS Environmental Solutions	High Point Denver Weekly + Rain Insp	114419	02/01/21	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	59.62	59.62	59.62	59.62
7	Means Law	High Point Legal Advice Acquisition/De	525	12/01/20	\$ 36.50	Affidavit	Affidavit	\$ 36.50	100.00%	\$ 36.50	0.00%	\$ -	-	-	-	-
7	Means Law	High Point Legal Advice Acquisition/De	548	01/02/21	\$ 36.50	Affidavit	Affidavit	\$ 36.50	100.00%	\$ 36.50	0.00%	\$ -	-	-	-	-
7	Omerta Storm Water Management	High Point - CMS Inspection 35, Servid	54855	09/25/20	\$ 3,223.80	Affidavit	Affidavit	\$ 3,223.80	59.92%	\$ 1,933.70	40.08%	\$ 1,290.10	323.03	323.03	323.03	323.03
7	Omerta Storm Water Management	High Point - Enviro 3 YD Concrete/Was	54893	09/29/20	\$ 931.76	Affidavit	Affidavit	\$ 931.76	59.92%	\$ 558.31	40.08%	\$ 373.45	93.36	93.36	93.36	93.36
7	Omerta Storm Water Management	High Point - CMS Inspection 37, Silt Fe	55051	10/09/20	\$ 566.15	Affidavit	Affidavit	\$ 566.15	59.92%	\$ 339.24	40.08%	\$ 226.91	56.73	56.73	56.73	56.73
7	Omerta Storm Water Management	High Point - CMS Inspection 37, Eco Ve	55052	10/09/20	\$ 2,478.85	Affidavit	Affidavit	\$ 2,478.85	59.92%	\$ 1,485.32	40.08%	\$ 993.53	248.38	248.38	248.38	248.38
7	Omerta Storm Water Management	High Point - Enviro 3 YD Concrete/Was	55060	10/12/20	\$ 931.76	Affidavit	Affidavit	\$ 931.76	59.92%	\$ 558.31	40.08%	\$ 373.45	93.36	93.36	93.36	93.36
7	Omerta Storm Water Management	High Point - CMS Inspect 38/Silt Fence	55062	10/12/20	\$ 3,278.40	Affidavit	Affidavit	\$ 3,278.40	59.92%	\$ 1,964.41	40.08%	\$ 1,313.99	328.50	328.50	328.50	328.50
7	Omerta Storm Water Management	High Point - Enviro 3 YD Concrete/Was	55138	10/23/20	\$ 631.76	Affidavit	Affidavit	\$ 631.76	59.92%	\$ 378.55	40.08%	\$ 253.21	63.30	63.30	63.30	63.30
7	Omerta Storm Water Management	High Point - Enviro 3 YD Concrete/Was	55284	11/16/20	\$ 631.76	Affidavit	Affidavit	\$ 631.76	59.92%	\$ 378.55	40.08%	\$ 253.21	63.30	63.30	63.30	63.30
7	Omerta Storm Water Management	High Point Land & Erosion Control	55291	11/16/20	\$ 37,454.50	Affidavit	Affidavit	\$ 22,442.68	40.08%	\$ 15,011.82	40.08%	\$ 3,752.96	3,752.96	3,752.96	3,752.96	3,752.96
7	Omerta Storm Water Management	High Point Land & Erosion Control	55341	11/19/20	\$ 2,311.90	Affidavit	Affidavit	\$ 2,311.90	59.92%	\$ 1,385.29	40.08%	\$ 926.61	231.65	231.65	231.65	231.65
7	Omerta Storm Water Management	High Point Land & Erosion Control	55424	11/30/20	\$ 37,014.00	Affidavit	Affidavit	\$ 22,178.73	40.08%	\$ 14,835.27	40.08%	\$ 3,708.82	3,708.82	3,708.82	3,708.82	
7	Omerta Storm Water Management	High Point - Enviro 3 YD Concrete/Was	55459	12/04/20	\$ 631.76	Affidavit	Affidavit	\$ 631.76	59.92%	\$ 378.55	40.08%	\$ 253.21	63.30	63.30	63.30	63.30
7	Omerta Storm Water Management	High Point Land & Erosion Control	55577	12/18/20	\$ 2,510.35	Affidavit	Affidavit	\$ 2,510.35	59.92%	\$ 1,508.20	40.08%	\$ 1,006.15	251.54	251.54	251.54	251.54
7	Omerta Storm Water Management	High Point Land & Erosion Control	55587	12/30/20	\$ 21,624.00	Affidavit	Affidavit	\$ 21,624.00	59.92%	\$ 12,957.07	40.08%	\$ 8,666.93	2,166.73	2,166.73	2,166.73	2,166.73
7	Omerta Storm Water Management	High Point Land & Erosion Control	55590	01/15/21	\$ 2,512.40	Affidavit	Affidavit	\$ 2,512.40	59.92%	\$ 1,505.43	40.08%	\$ 1,006.97	251.74	251.74	251.74	251.74
7	Omerta Storm Water Management	High Point Land & Erosion Control	56007	01/18/21	\$ 3,817.25	Affidavit	Affidavit	\$ 2,287.29	40.08%	\$ 1,529.96	40.08%	\$ 382.49	382.49	382.49	382.49	382.49
8	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	327650	01/31/21	\$ 4,410.00	Affidavit	Affidavit	\$ 4,410.00	59.92%	\$ 2,642.47	40.08%	\$ 1,767.53	441.88	441.88	441.88	441.88
8	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	328598	02/28/21	\$ 2,208.00	Affidavit	Affidavit	\$ 1,323.03	40.08%	\$ 884.97	40.08%	\$ 221.24	221.24	221.24	221.24	221.24
8	CMS Environmental Solutions	High Point Denver Weekly + Rain Insp	106235	07/13/20	\$ 95.00	Affidavit	Affidavit	\$ 95.00	59.92%	\$ 56.92	40.08%	\$ 38.08	9.52	9.52	9.52	9.52
8	CMS Environmental Solutions	High Point Denver Weekly + Rain Insp	108829	08/01/20	\$ 95.00	Affidavit	Affidavit	\$ 95.00	59.92%	\$ 56.92	40.08%	\$ 38.08	9.52	9.52	9.52	9.52
8	CMS Environmental Solutions	High Point Denver Weekly + Rain Insp	115657	03/01/21	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	59.62	59.62	59.62	59.62
8	CMS Environmental Solutions	High Point Denver Weekly + Post-Sto	117098	04/01/21	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	59.62	59.62	59.62	59.62
8	Means Law	High Point Denver	567	01/31/21	\$ 292.00	Affidavit	Affidavit	\$ 292.00	100.00%	\$ 292.00	0.00%	\$ -	-	-	-	-
8	Means Law	High Point Denver	599	02/26/21	\$ 146.00	Affidavit	Affidavit	\$ 146.00	100.00%	\$ 146.00	0.00%	\$ -	-	-	-	-
8	NU Style Landscape & Development	High Point Common 64th & Dunkirk Dr	1	02/28/21	\$ 17,590.00	Affidavit	Affidavit	\$ 17,590.00	0.00%	\$ -	100.00%	\$ 17,590.00	-	-	-	\$ 17,590.00
8	Omerta Storm Water Management	High Point Land & Erosion Control	155200	10/31/20	\$ 2,435.15	Affidavit	Affidavit	\$ 1,459.14	40.08%	\$ 976.01	40.08%	\$ 244.00	244.00	244.00	244.00	244.00
8	Omerta Storm Water Management	High Point Land & Erosion Control	155260	11/11/20	\$ 497.50	Affidavit	Affidavit	\$ 497.50	59.92%	\$ 298.10	40.08%	\$ 199.40	49.85	49.85	49.85	49.85
8	Omerta Storm Water Management	400 Inverness Parkway, Suite 350, Eng	156236	01/29/21	\$ 2,771.70	Affidavit	Affidavit	\$ 2,771.70	59.92%	\$ 1,660.80	40.08%	\$ 1,110.90	277.73	277.73	277.73	277.73
8	Omerta Storm Water Management	400 Inverness Parkway, Suite 350, Eng	156370	02/08/21	\$ 890.62	Affidavit	Affidavit	\$ 533.66	40.08%	\$ 356.96	40.08%	\$ 89.24	89.24	89.24	89.24	89.24
9	A.G. Wassenar, Inc.	176197 High Point-Area 1 NW of E 64th	330194	03/31/21	\$ 774.00	Affidavit	Affidavit	\$ 463.78								

SUMMARY OF COSTS REVIEWED

VER NO	VENDOR	DESCRIPTION	INV NO	INV DATE	FINAL INV AMT	PMT NO	PMT DATE	PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
12	Foster Graham Milstein & Callisher, LLP	Developer Legal Fees	190403	01/13/22	\$ 1,456.50	Affidavit	Affidavit	\$ 1,456.50	100.00%	\$ 1,456.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
12	Foster Graham Milstein & Callisher, LLP	Developer Legal Fees	191956	02/23/22	\$ 65.00	Affidavit	Affidavit	\$ 65.00	100.00%	\$ 65.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
12	Fox Rothschild LLP	Altaira at High Point Structural Enginee	165960	11/10/21	\$ 4,684.50	Affidavit	Affidavit	\$ 4,684.50	100.00%	\$ 4,684.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
12	Hall Contracting LLC	Altaira at High Point	1	12/17/21	\$ 278,935.11	Affidavit	Affidavit	\$ 278,935.11	0.00%	\$ -	100.00%	\$ 278,935.11	\$ -	\$ -	\$ -	\$ 278,935.11
12	Means Law	High Point Deriver	880	01/04/22	\$ 146.00	Affidavit	Affidavit	\$ 146.00	100.00%	\$ 146.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
12	Norris Design, Inc	Altaira at High Point - Construction Ass	01-89864	12/31/21	\$ 2,597.50	Affidavit	Affidavit	\$ 2,597.50	100.00%	\$ 2,597.50	0.00%	\$ 1,041.08	\$ 260.27	\$ 260.27	\$ 260.27	\$ 260.27
12	Premier Earthworks & Infrastructure, Inc.	High Point F2 Alley Widening	TM22001-01	02/28/22	\$ 56,933.26	Affidavit	Affidavit	\$ 56,933.26	\$ -	\$ -	100.00%	\$ 56,933.26	\$ -	\$ -	\$ -	\$ -
MULT	Harris Kocher Smith	190116 High Point Survey	Multiple	Multiple	\$ 283,815.00	Affidavit	43920	\$ 283,815.00	100.00%	\$ 130,188.12	0.00%	\$ 153,626.88	\$ 62,501.66	\$ 31,535.17	\$ 39,900.14	\$ 19,689.92
MULT	Harris Kocher Smith	High Point Engineering - 180422	Multiple	Multiple	\$ 770,557.03	Affidavit	Multiple	\$ 770,557.03	41.47%	\$ 319,554.24	58.53%	\$ 451,002.79	\$ 167,342.33	\$ 117,184.33	\$ 107,689.83	\$ 58,786.31
MULT	Martin Marietta	Asphalt Paving	Multiple	Multiple	\$ 965,282.63	Affidavit	Affidavit	\$ 965,282.63	0.00%	\$ -	100.00%	\$ 965,282.63	\$ -	\$ -	\$ -	\$ -
MULT	Norris Design, Inc.	High Point Deriver - Design and Entitle	Multiple	Multiple	\$ 333,754.99	Affidavit	Multiple	\$ 333,754.99	31.56%	\$ 105,316.44	68.44%	\$ 228,438.55	\$ 57,109.64	\$ 57,109.64	\$ 57,109.64	\$ 57,109.64
MULT	Premier Earthworks & Infrastructure, Inc.	High Point Filing No. 3 E/VEC - Job # 18	Multiple	Multiple	\$ 545,935.29	Affidavit	Multiple	\$ 545,935.29	59.92%	\$ 327,123.60	40.08%	\$ 218,811.69	\$ 54,702.92	\$ 54,702.92	\$ 54,702.92	\$ 54,702.92
MULT	Premier Earthworks & Infrastructure, Inc.	High Point Filing No. 3 Utilities - Job # 1	Multiple	Multiple	\$ 7,085,262.72	Affidavit	Affidavit	\$ 7,085,262.72	16.92%	\$ 1,189,073.00	83.08%	\$ 5,886,189.71	\$ 4,006,178.09	\$ 953,577.81	\$ 899,838.81	\$ 26,595.00
TOTALS FOR VERIFICATIONS NOS. 1 - 12 -->					\$ 11,340,927.05			\$ 985,878.53		\$ 2,572,374.65		\$ 8,768,552.39	\$ 5,506,784.23	\$ 1,266,996.59	\$ 1,211,678.06	\$ 783,093.52
TOTALS FOR VERIFICATION NO. 1 -->					\$ 2,250,741.24			\$ 711,644.15		\$ 1,539,097.09		\$ 630,350.66	\$ 223,697.82	\$ 552,701.39	\$ 132,347.22	
TOTALS FOR VERIFICATION NO. 2 -->					\$ 531,763.05			\$ 166,568.55		\$ 365,194.50		\$ 263,449.99	\$ 13,359.25	\$ 80,818.76	\$ 7,566.50	
TOTALS FOR VERIFICATION NO. 3 -->					\$ 709,646.59			\$ 195,126.16		\$ 514,520.43		\$ 188,150.04	\$ 18,039.20	\$ 297,298.13	\$ 11,033.07	
TOTALS FOR VERIFICATION NO. 4 -->					\$ 1,174,458.79			\$ 122,708.52		\$ 1,051,750.27		\$ 560,526.37	\$ 392,370.26	\$ 92,488.01	\$ 6,365.64	
TOTALS FOR VERIFICATION NO. 5 -->					\$ 646,056.97			\$ 344,561.01		\$ 301,495.97		\$ 201,667.67	\$ 56,304.02	\$ 27,955.50	\$ 15,568.78	
TOTALS FOR VERIFICATION NO. 6 -->					\$ 784,762.19			\$ 25,502.25		\$ 759,259.95		\$ 575,883.29	\$ 178,189.28	\$ 2,593.69	\$ 2,593.69	
TOTALS FOR VERIFICATION NO. 7 -->					\$ 3,119,027.92			\$ 825,747.82		\$ 2,293,280.10		\$ 1,985,965.82	\$ 256,069.39	\$ 25,713.49	\$ 25,531.40	
TOTALS FOR VERIFICATION NO. 8 -->					\$ 148,452.27			\$ (172,329.20)		\$ 320,781.46		\$ 288,613.60	\$ 2,778.91	\$ 9,060.04	\$ 20,328.71	
TOTALS FOR VERIFICATION NO. 9 -->					\$ 415,923.98			\$ 82,993.96		\$ 332,930.02		\$ 252,135.06	\$ 12,536.83	\$ 15,221.31	\$ 53,036.83	
TOTALS FOR VERIFICATION NO. 10 -->					\$ 799,677.84			\$ 154,119.91		\$ 645,557.94		\$ 416,025.39	\$ 101,223.08	\$ 95,849.18	\$ 32,460.30	
TOTALS FOR VERIFICATION NO. 11 -->					\$ 215,999.57			\$ 20,900.56		\$ 191,099.01		\$ 3,465.28	\$ 3,915.28	\$ 3,465.28	\$ 180,253.18	
TOTALS FOR VERIFICATION NO. 12 -->					\$ 544,416.63			\$ 90,830.97		\$ 453,585.66		\$ 140,551.08	\$ 8,513.28	\$ 8,513.28	\$ 296,008.01	



EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED



SUMMARY OF DOCUMENTS REVIEWED

SERVICE PLANS

- Service Plan for Colorado International Center Metropolitan District No. 13, prepared by McGeady Sisneros, P.C., approved March 13, 2006

DISTRICT AGREEMENTS

- Draft Facilities Acquisition Agreement between Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13 and William Lyon Homes, Inc., dated March of 2020
- Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM High Point VI LLC, dated July 20, 2017
- Facilities Funding, Construction and Operations Agreement between Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, dated June 28, 2007
- First Amendment to Facilities Funding, Construction and Operations Agreement between Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, executed October 29, 2009, effective September 2, 2008

LAND SURVEY DRAWINGS

- High Point Subdivision Filing No. 3 Preliminary Plat, prepared by Harris Kocher Smith Engineering Group, Inc., dated October 8, 2008

CONSTRUCTION DRAWINGS

- High Point Filing No. 3, Transportation Engineering Plans, prepared by Harris Kocher Smith Engineering Group, Inc., approved October 1, 2019
- High Point Filing No. 3, Public and Private Sanitary Sewer Plans, Amendment No. 1, prepared by Harris Kocher Smith Engineering Group, Inc., approved September 25, 2019
- High Point Filing No. 3, Public and Private Sanitary Sewer Plans, prepared by Harris Kocher Smith Engineering Group, Inc., approved August 1, 2019
- High Point Filing No. 3, Public and Private Storm Sewer Improvements Plans, prepared by Harris Kocher Smith Engineering Group, Inc., approved August 1, 2019
- High Point Filing No. 3, Overlot Grading Plans, prepared by Harris Kocher Smith Engineering Group, Inc., signed and sealed February 5, 2019
- High Point Denver, Construction Stormwater Management Plan, prepared by Harris Kocher Smith Engineering Group, Inc., approved January 16, 2019



CONSULTANT CONTRACTS

- Harris Kocher Smith Engineering Group, Inc., Master Agreement for Professional Services, to provide Soils Reports, executed June 3, 2019
- Harris Kocher Smith Engineering Group, Inc., Agreement for Services, to provide Preliminary Site Planning and Engineering Services, dated April 17, 2018
- Harris Kocher Smith Engineering Group, Inc., Agreement for Services, to provide Design Services and Construction Plans, executed July 12, 2018, effective June 18, 2018
 - o Additional Services Agreement, to provide Transportation Engineering Plan Update and Philips 66 Gas Main Relocation Design, dated October 17, 2018
 - o Additional Services Agreement, to provide Over-Excavation Plan, dated January 28, 2019
- Norris Design, Proposal for Services, to provide Planning and Landscape Architectural Services, executed June 27, 2018

CONSULTANT INVOICES

- See Exhibit A - Summary of Costs Reviewed

CONTRACTOR CONTRACTS

- A.G. Wassenaar, Inc., Master Agreement for Professional Services, executed June 3, 2019
- A.G. Wassenaar, Inc., Work Agreement pursuant to Master Agreement for Professional Services, to provide Construction Testing and Observation Services, executed June 3, 2019
- Martin Marietta Materials, Inc., Master Subcontract Agreement, executed May 20, 2019
- Martin Marietta Materials, Inc., Work Agreement pursuant to Master Subcontract Agreement, to provide for Asphalt Paving, executed May 20, 2019
- Nu Style Landscape and Development, Work Agreement, pursuant to Master Subcontract Agreement, to provide Street Trees and Plant Material installation, executed February 5, 2020
- Omerta Storm Water Management, Master Subcontract Agreement, executed February 6, 2019
- Omerta Storm Water Management, Work Agreement, pursuant to Master Subcontract Agreement, to provide Installation and Maintenance of Erosion Control Devices, executed February 6, 2019
- Premier Earthworks and Infrastructure, Master Subcontract Agreement, executed February 4, 2019
- Premier Earthworks and Infrastructure, Work Agreement, pursuant to Master Subcontract Agreement, to provide Earthwork Services, executed February 4, 2019
- Premier Earthworks and Infrastructure, Work Agreement pursuant to Master Subcontract Agreement, to provide Utilities and Concrete, executed May 9, 2019
 - o Contract Change Order 1, dated January 15, 2020
 - o Contract Change Order 2 dated October 31, 2019
 - o Contract Change Order 3 dated May 29, 2019



- Contract Change Order 4 dated August 9, 2019
- Split Rail Fence & Supply Co., Master Subcontract Agreement, executed January 3, 2020
- Split Rail Fence & Supply Co., Work Agreement pursuant to the Master Subcontract Agreement, providing for Residential Privacy Fencing, dated January 3, 2020

CONTRACTOR PAY APPLICATIONS

- Hall Contracting LLC, Pay Application No. 1 (Altaira at High Point Landscaping) dated December 17, 2021
- Martin Marietta, Pay Applications 1-3 (High Point Filing No. 3 – Asphalt Paving) dated November 2, 2020 through May 25, 2021
- Miller Wall Company, Pay Applications 1 and 2, dated April 1 through May 19, 2021
- Nu Style Landscape & Development, Pay Application Nos. 1, 2, 4, & 5, dated February 26, 2021 through September 30, 2021
- Premier Earthworks & Infrastructure, Inc., Pay Application Nos. 1-16 (Job # 191025 – Utilities), dated November 27, 2019 through July 20, 2021
- Premier Earthworks & Infrastructure, Inc., Pay Application Nos. 1-4 (Job #191003 – Earthwork), dated November 1, 2019 through April 15, 2020
- Premier Earthworks & Infrastructure, Inc., Pay Application No. 1 (Job TM22001 – High Point Filing 2 Alley Widening), dated February 28, 2022



EXHIBIT C

AFFIDAVIT AS PROOFS OF PAYMENTS

AFFIDAVIT

THIS **AFFIDAVIT** is made as of this 16th day of March, 2022 by Peter Kymkow, as Vice President of **William Lyon Homes, Inc.**, a California corporation (the "**Builder**"). This Affidavit is made for the benefit of the **Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13** and **Colorado International Center Metropolitan District No. 14**, each a quasi-municipal corporation and political subdivision of the State of Colorado (the "**Districts**").

1. The Builder was the owner of certain property in the District's Service Area during the time period within which the Costs, defined below, were incurred.
2. The Builder incurred the Costs through various funding and reimbursement agreements related to various contractors and services providers involved in the construction of public infrastructure facilities within the District that were completed between April 2018 to February 2022 as accurately shown in the Summary of Costs Reviewed to Date, attached as **Exhibit A** (the "**Costs**").
3. The subject construction has been complete, with no liens having been filed for non-payment to contractors or other service providers.
4. After searching in good faith, the Builder is unable to locate lien waivers or other evidence of payment of the Costs.
5. The Builder avers that all Costs have been paid as specified in **Exhibit A**.
6. The Builder hereby agrees to indemnify, defend and hold the Districts and their respective affiliated entities or other persons or entities designated by the Districts, and their respective directors, trustees, officers, members, managers, agents and employees, and the Districts' cost verification engineer (collectively, the "**Indemnitees**"), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys' fees and costs, arising out of claims asserted by contractors or service providers relating to the Costs incurred to construct these public improvements from April 2018 to February 2022 and subject to applicable statute of limitations.

DATED as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO AFFIDAVIT]

Builder:

William Lyon Homes, Inc.

By: 

Its: Vice President

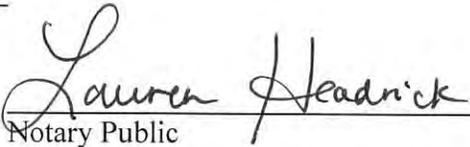
STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

Subscribed and sworn to before me by Peter Klymkow, as Vice President of William Lyon Homes, Inc. on this 16th day of March, 2022.

Witness my hand and official seal.

My commission expires: 6/7/25

LAUREN HEADRICK
Notary Public
State of Colorado
Notary ID # 20174024157
My Commission Expires 06-07-2025


Notary Public

**EXHIBIT A
COSTS**

VER NO	VENDOR	INV NO	INV DATE	INV AMT
1	A.G. Wassenaar	299518	01/31/19	\$ 450.00
1	A.G. Wassenaar	302563	04/30/19	\$ 2,500.00
1	A.G. Wassenaar	303841	06/10/19	\$ 1,600.00
1	A.G. Wassenaar	307536	08/31/19	\$ 150.00
1	A.G. Wassenaar	308601	09/30/19	\$ 250.00
1	A.G. Wassenaar	308602	09/30/19	\$ 18,232.50
1	A.G. Wassenaar	309753	10/31/19	\$ 16,832.00
1	A.G. Wassenaar	309754	10/31/19	\$ 120.00
1	A.G. Wassenaar	309980	10/31/19	\$ 2,300.00
1	A.G. Wassenaar	311002	11/30/19	\$ 7,858.00
1	A.G. Wassenaar	311003	11/30/19	\$ 10,231.00
1	A.G. Wassenaar	311101	12/16/19	\$ 17,880.00
1	A.G. Wassenaar	311574	12/19/18	\$ 350.00
1	A.G. Wassenaar	312156	12/31/19	\$ 1,278.00
1	A.G. Wassenaar	312158	12/31/19	\$ 10,041.00
1	A.G. Wassenaar	312745	01/28/20	\$ 14,465.00
1	Harris Kocher Smith	180422.1	05/20/18	\$ 9,122.50
1	Harris Kocher Smith	180422.1	01/30/19	\$ 42,796.19
1	Harris Kocher Smith	180422.11	02/27/19	\$ 44,032.10
1	Harris Kocher Smith	180422.12	03/27/19	\$ 25,863.20
1	Harris Kocher Smith	180422.13	04/24/19	\$ 20,565.80
1	Harris Kocher Smith	180422.14	05/22/19	\$ 9,505.90
1	Harris Kocher Smith	180422.19	10/09/19	\$ 1,467.50
1	Harris Kocher Smith	180422.2	06/20/18	\$ 4,512.50
1	Harris Kocher Smith	180422.3	07/18/18	\$ 3,875.00
1	Harris Kocher Smith	180422.4	08/15/18	\$ 11,779.20
1	Harris Kocher Smith	180422.5	09/12/18	\$ 41,367.10
1	Harris Kocher Smith	180422.6	10/10/18	\$ 76,195.50
1	Harris Kocher Smith	180422.7	11/07/18	\$ 64,330.70
1	Harris Kocher Smith	180422.8	12/05/18	\$ 43,623.10
1	Harris Kocher Smith	180422.9	01/02/19	\$ 49,277.98
1	Norris Design	01-24267	04/30/18	\$ 3,256.07
1	Norris Design	01-24343	05/31/18	\$ 3,961.19
1	Norris Design	01-25003	06/30/18	\$ 14,495.00
1	Norris Design	01-25073	07/31/18	\$ 12,085.00
1	Norris Design	01-25451	08/31/18	\$ 20,186.25
1	Norris Design	01-25493	10/31/18	\$ 16,291.00
1	Norris Design	01-25898	09/30/18	\$ 19,937.55
1	Norris Design	01-26259	12/31/18	\$ 22,347.80
1	Norris Design	01-26373	11/30/18	\$ 20,443.57
1	Norris Design	01-27233	01/31/19	\$ 27,808.95
1	Norris Design	01-28170	02/28/19	\$ 17,295.45
1	Norris Design	01-50391	03/31/19	\$ 14,010.15
1	Norris Design	01-51497	05/31/19	\$ 22,461.75
1	Norris Design	01-52026	06/30/19	\$ 15,522.75
1	Norris Design	01-52634	07/31/19	\$ 12,058.00
1	Norris Design	01-53165	08/31/19	\$ 14,131.50
1	Norris Design	01-53669	09/30/19	\$ 1,859.75
1	Norris Design	01-54845	10/31/19	\$ 7,526.25
1	Norris Design	01-55586	11/30/19	\$ 1,278.00
1	Norris Design	01-56068	12/31/19	\$ 5,578.75
1	Omerta Storm Water Management	44200	01/28/19	\$ 4,750.00
1	Omerta Storm Water Management	48120	08/29/19	\$ 506.50
1	Omerta Storm Water Management	50457	12/31/19	\$ 720.60
1	Premier Earthworks & Infrastructure	191003.01	11/01/19	\$ 308,148.77
1	Premier Earthworks & Infrastructure	191003.02	12/02/19	\$ 148,611.38
1	Premier Earthworks & Infrastructure	191025.01	11/27/19	\$ 214,425.00

EXHIBIT A COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
1	Premier Earthworks & Infrastructure	191025.02	12/20/19	\$ 197,595.00
1	Premier Earthworks & Infrastructure	191025.03	02/10/20	\$ 550,597.50
2	A.G. Wassenaar	313404	01/31/20	\$ 18,414.00
2	A.G. Wassenaar	313405	01/31/20	\$ 250.00
2	A.G. Wassenaar	313576	02/12/20	\$ 20,210.00
2	A.G. Wassenaar	313976	03/02/20	\$ 14,500.00
2	A.G. Wassenaar	314272	02/29/20	\$ 17,853.00
2	A.G. Wassenaar	314273	02/29/20	\$ 320.00
2	A.G. Wassenaar	314452	03/05/20	\$ 8,930.00
2	CMS Environmental Solutions	100580	03/01/20	\$ 595.00
2	Collins Cockrel & Cole	11031-001M	02/29/20	\$ 720.00
2	Davis, Graham & Stubbs	785004	02/27/20	\$ 3,645.00
2	Davis, Graham & Stubbs	785760	03/11/20	\$ 225.00
2	Felten Group	20-0769	01/31/20	\$ 1,175.00
2	Felten Group	20-1112	02/13/20	\$ 875.00
2	Felten Group	20-1113	02/13/20	\$ 9,000.00
2	Harris Kocher Smith	190116.9	02/12/20	\$ 15,645.00
2	Ken's Reproductions	5131726	03/04/20	\$ 40.01
2	Means Law	280	12/31/19	\$ 2,117.00
2	Means Law	299	02/02/20	\$ 2,664.50
2	Norris Design	01-56581	01/31/20	\$ 3,775.00
2	Norris Design	01-57079	02/29/20	\$ 4,761.25
2	Omerta Storm Water Management	51075	01/31/20	\$ 583.72
2	Omerta Storm Water Management	51426	02/29/20	\$ 654.45
2	Omerta Storm Water Management	51735	03/19/20	\$ 352.50
2	Premier Earthworks & Infrastructure	191025.04	03/10/20	\$ 402,413.49
2	Shamrock Delivery	139913	02/29/20	\$ 44.13
2	The Stanton Solution	731	03/01/20	\$ 2,000.00
3	A.G. Wassenaar	314819	03/16/20	\$ 6,500.00
3	A.G. Wassenaar	315116	03/31/20	\$ 3,685.00
3	A.G. Wassenaar	315457	03/31/20	\$ 14,875.00
3	A.G. Wassenaar	315458	03/31/20	\$ 2,057.00
3	A.G. Wassenaar	316256	04/21/20	\$ 11,675.00
3	ARC Document Solutions	10518494	01/29/20	\$ 148.42
3	CMS Environmental Solutions	101816	04/01/20	\$ 595.00
3	Harris Kocher Smith	180422.15	06/19/19	\$ 5,875.10
3	Harris Kocher Smith	180422.16	07/17/19	\$ 3,585.00
3	Harris Kocher Smith	180422.17	08/14/19	\$ 3,466.20
3	Harris Kocher Smith	180422.18	09/11/19	\$ 300.00
3	Harris Kocher Smith	180422.24	02/26/20	\$ 1,918.26
3	Harris Kocher Smith	190116.11	04/08/20	\$ 13,150.00
3	Harris Kocher Smith	190116.12	04/08/20	\$ 5,525.00
3	Harris Kocher Smith	190116.2	05/08/19	\$ 1,457.50
3	Harris Kocher Smith	190116.3	06/05/19	\$ 1,320.00
3	Harris Kocher Smith	190116.4	06/05/19	\$ 510.00
3	Harris Kocher Smith	190116.5	07/31/19	\$ 1,644.50
3	Harris Kocher Smith	190116.6	09/25/19	\$ 9,500.00
3	Harris Kocher Smith	190116.7	11/20/19	\$ 35,123.25
3	Harris Kocher Smith	190116.8	01/15/20	\$ 22,012.50
3	Omerta Storm Water Management	51847	03/25/20	\$ 5,787.56
3	Omerta Storm Water Management	51963	03/31/20	\$ 341.00
3	Omerta Storm Water Management	52105	04/09/20	\$ 361.38
3	Omerta Storm Water Management	52321	04/23/20	\$ 469.70
3	Premier Earthworks & Infrastructure	191003.04	04/15/20	\$ 22,229.12
3	Premier Earthworks & Infrastructure	191025.05	03/25/20	\$ 535,535.10
4	A.G. Wassenaar	316935	04/30/20	\$ 14,389.00
4	A.G. Wassenaar	317348	05/27/20	\$ 23,670.00

**EXHIBIT A
COSTS**

VER NO	VENDOR	INV NO	INV DATE	INV AMT
4	CMS Environmental Solutions	102987	05/01/20	\$ 595.00
4	CMS Environmental Solutions	104191	06/01/20	\$ 595.00
4	Collins Cockrel & Cole	123119	12/31/19	\$ 561.00
4	Fox Rothschild LLP	2546382	05/11/20	\$ 7,986.00
4	Harris Kocher Smith	180422.23	01/29/20	\$ 2,505.26
4	Harris Kocher Smith	190116.1	04/08/19	\$ 7,925.00
4	Harris Kocher Smith	190116.13	05/06/20	\$ 16,124.25
4	Harris Kocher Smith	190116.14	05/06/20	\$ 1,030.00
4	Harris Kocher Smith	180422.20-22	10/2019-01/2020	\$ 8,339.64
4	Harris Kocher Smith	190116.10	03/11/20	\$ 16,360.00
4	Means Law	382	04/30/20	\$ 1,635.11
4	Means Law	384	04/30/20	\$ 356.50
4	Norris Design	01-58431	04/30/20	\$ 5,498.75
4	Omerta Storm Water Management	52627	05/11/20	\$ 420.00
4	Premier Earthworks & Infrastructure	191003.03	12/20/19	\$ 12,352.50
4	Premier Earthworks & Infrastructure	191025.06	04/25/20	\$ 381,990.60
4	Premier Earthworks & Infrastructure	191025.07	05/25/20	\$ 672,125.18
5	A.G. Wassenaar	139792	07/31/20	\$ 15,319.00
5	A.G. Wassenaar	317689	05/31/20	\$ 8,019.00
5	A.G. Wassenaar	317943	06/09/20	\$ 23,275.00
5	A.G. Wassenaar	318102	06/08/20	\$ 650.00
5	A.G. Wassenaar	318303	06/25/20	\$ 6,480.00
5	A.G. Wassenaar	318653	07/06/20	\$ 470.00
5	A.G. Wassenaar	318655	07/06/20	\$ 1,880.00
5	A.G. Wassenaar	318660	06/30/20	\$ 15,813.00
5	A.G. Wassenaar	320482	08/18/20	\$ 1,880.00
5	City and County of Denver	6104064	06/22/20	\$ 1,600.00
5	City and County of Denver	6105615	06/24/20	\$ 123.00
5	CMS Environmental Solutions	105071	07/10/20	\$ 195.00
5	CMS Environmental Solutions	105474	07/01/20	\$ 595.00
5	CMS Environmental Solutions	106726	08/01/20	\$ 595.00
5	Fox Rothschild LLP	2561947	06/11/20	\$ 3,920.00
5	Harris Kocher Smith	180422.25	03/25/20	\$ 15,336.00
5	Harris Kocher Smith	180422.26	04/22/20	\$ 7,143.85
5	Harris Kocher Smith	180422.28	06/17/20	\$ 13,576.14
5	Harris Kocher Smith	180422.29	07/15/20	\$ 10,919.50
5	Harris Kocher Smith	180422.3	08/12/20	\$ 12,010.00
5	Harris Kocher Smith	190116.15	06/03/20	\$ 3,360.00
5	Harris Kocher Smith	190116.16	07/01/20	\$ 6,840.00
5	Harris Kocher Smith	190116.17	07/29/20	\$ 12,140.00
5	Lockton Insurance Brokers	17093767	06/10/20	\$ 4,327.00
5	Lockton Insurance Brokers	17093776	06/10/20	\$ 6,326.00
5	Lockton Insurance Brokers	17093788	06/10/20	\$ 1,150.00
5	Means Law	403	06/02/20	\$ 766.50
5	Means Law	419	06/30/20	\$ 146.00
5	Means Law	449	08/01/20	\$ 474.50
5	Norris Design	01-57633	03/31/20	\$ 815.00
5	Norris Design	01-58846	05/31/20	\$ 3,400.00
5	Norris Design	01-59345	06/30/20	\$ 1,710.00
5	Norris Design	01-59982	07/31/20	\$ 685.00
5	Omerta Storm Water Management	50787	01/17/20	\$ 350.00
5	Omerta Storm Water Management	53200	06/15/20	\$ 6,350.55
5	Omerta Storm Water Management	53487	06/30/20	\$ 1,075.35
5	Omerta Storm Water Management	53571	07/08/20	\$ 317.00
5	Premier Earthworks & Infrastructure	191025.08	07/25/20	\$ 450,024.58
5	The Stanton Solution	750	06/30/20	\$ 1,500.00
5	The Stanton Solution	760	07/31/20	\$ 4,500.00

EXHIBIT A COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
6	A.G. Wassenaar	320781	08/28/20	\$ 850.00
6	A.G. Wassenaar	321176	08/31/20	\$ 12,193.00
6	CMS Environmental Solutions	107901	09/01/20	\$ 595.00
6	CO Dept of Health & Environmental	WC211103879	08/17/20	\$ 540.00
6	Harris Kocher Smith	180422.31	09/09/20	\$ 5,773.79
6	Harris Kocher Smith	190116.18	08/26/20	\$ 15,890.75
6	Means Law	464	08/31/20	\$ 36.50
6	Norris Design	01-60516	08/31/20	\$ 755.00
6	Omerta Storm Water Management	54418	08/26/20	\$ 300.00
6	Omerta Storm Water Management	54550	08/31/20	\$ 1,642.25
6	Omerta Storm Water Management	54560	09/04/20	\$ 1,181.90
6	Omerta Storm Water Management	54588	09/09/20	\$ 3,988.50
6	Premier Earthworks & Infrastructure	191025.09	06/25/20	\$ 366,284.48
6	Premier Earthworks & Infrastructure	191025.10	08/25/20	\$ 374,731.02
7	A.G. Wassenaar	322384	09/30/20	\$ 18,689.00
7	A.G. Wassenaar	323746	10/31/20	\$ 18,331.00
7	A.G. Wassenaar	325151	11/30/20	\$ 15,237.00
7	A.G. Wassenaar	325925	12/31/20	\$ 2,760.00
7	City and County of Denver	6162117	10/15/20	\$ 675.00
7	City and County of Denver	6173867	11/05/20	\$ 3,000.00
7	City and County of Denver	6173879	11/05/20	\$ 3,000.00
7	CMS Environmental Solutions	109171	10/01/20	\$ 595.00
7	CMS Environmental Solutions	110505	11/01/20	\$ 595.00
7	CMS Environmental Solutions	113168	01/01/21	\$ 595.00
7	CMS Environmental Solutions	114419	02/01/21	\$ 595.00
7	Harris Kocher Smith	180422.32	10/07/20	\$ 8,655.65
7	Harris Kocher Smith	180422.33	11/04/20	\$ 13,687.50
7	Harris Kocher Smith	180422.34	12/02/20	\$ 6,765.00
7	Harris Kocher Smith	180422.35	12/30/20	\$ 6,535.00
7	Harris Kocher Smith	180422.36	01/27/21	\$ 9,342.50
7	Harris Kocher Smith	190116.19	09/23/20	\$ 11,184.00
7	Harris Kocher Smith	190116.20	10/21/20	\$ 3,804.00
7	Harris Kocher Smith	190116.21	11/18/20	\$ 8,805.00
7	Harris Kocher Smith	190116.22	12/16/20	\$ 6,359.00
7	Harris Kocher Smith	190116.23	01/13/21	\$ 6,224.75
7	Martin Marietta	30474762	11/02/20	\$ 602,115.06
7	Martin Marietta	30922227	01/11/21	\$ 206,266.32
7	Means Law	525	12/01/20	\$ 36.50
7	Means Law	548	01/02/21	\$ 36.50
7	Norris Design	01-61558	09/30/20	\$ 2,270.00
7	Norris Design	01-61848	10/30/20	\$ 5,700.00
7	Norris Design	01-62465	11/30/20	\$ 4,004.00
7	Norris Design	01-63038	12/31/20	\$ 3,886.00
7	Omerta Storm Water Management	54855	09/25/20	\$ 3,223.80
7	Omerta Storm Water Management	54893	09/29/20	\$ 931.76
7	Omerta Storm Water Management	155051	10/09/20	\$ 566.15
7	Omerta Storm Water Management	155052	10/09/20	\$ 2,478.85
7	Omerta Storm Water Management	155060	10/12/20	\$ 931.76
7	Omerta Storm Water Management	155062	10/12/20	\$ 3,278.40
7	Omerta Storm Water Management	155138	10/23/20	\$ 631.76
7	Omerta Storm Water Management	155284	11/16/20	\$ 631.76
7	Omerta Storm Water Management	155291	11/16/20	\$ 37,454.50
7	Omerta Storm Water Management	155341	11/19/20	\$ 2,311.90
7	Omerta Storm Water Management	155424	11/30/20	\$ 37,014.00
7	Omerta Storm Water Management	155459	12/04/20	\$ 631.76
7	Omerta Storm Water Management	155677	12/18/20	\$ 2,510.35
7	Omerta Storm Water Management	155807	12/30/20	\$ 21,624.00

EXHIBIT A COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
7	Omerta Storm Water Management	155990	01/15/21	\$ 2,512.40
7	Omerta Storm Water Management	156007	01/18/21	\$ 3,817.25
7	Premier Earthworks & Infrastructure	191025.11	09/25/20	\$ 502,357.05
7	Premier Earthworks & Infrastructure	191025.12	10/25/20	\$ 921,597.30
7	Premier Earthworks & Infrastructure	191025.13	11/25/20	\$ 604,774.38
8	A.G. Wassenaar	327650	01/31/21	\$ 4,410.00
8	A.G. Wassenaar	328598	02/28/21	\$ 2,208.00
8	CMS Environmental Solutions	106235	07/13/20	\$ 95.00
8	CMS Environmental Solutions	108829	09/14/20	\$ 95.00
8	CMS Environmental Solutions	115657	03/01/21	\$ 595.00
8	CMS Environmental Solutions	117098	04/01/21	\$ 595.00
8	Harris Kocher Smith	190116.24	02/10/21	\$ 4,841.00
8	Harris Kocher Smith	190116.25	03/10/21	\$ 5,884.00
8	Means Law	567	01/31/21	\$ 292.00
8	Means Law	599	02/26/21	\$ 146.00
8	Norris Design	01-63479	01/31/21	\$ 1,635.00
8	Norris Design	01-64124	02/28/21	\$ 1,770.00
8	NU Style Landscape & Development	1	02/26/21	\$ 17,550.00
8	Omerta Storm Water Management	155200	10/31/20	\$ 2,435.15
8	Omerta Storm Water Management	155260	11/11/20	\$ 497.50
8	Omerta Storm Water Management	156236	01/29/21	\$ 2,771.70
8	Omerta Storm Water Management	156370	02/08/21	\$ 890.62
8	Premier Earthworks & Infrastructure	191025.14	02/28/21	\$ 101,741.29
9	A.G. Wassenaar	330194	03/31/21	\$ 774.00
9	A.G. Wassenaar	331511	04/30/21	\$ 85.00
9	A.G. Wassenaar	331528	04/30/21	\$ 3,101.00
9	CMS Environmental Solutions	119840	06/01/21	\$ 595.00
9	Harris Kocher Smith	180422.37	03/24/21	\$ 29,465.73
9	Harris Kocher Smith	180422.38	04/21/21	\$ 10,206.18
9	Harris Kocher Smith	190116.26	03/19/21	\$ 3,930.35
9	Harris Kocher Smith	190116.28	04/05/21	\$ 7,069.50
9	Harris Kocher Smith	190116.29	05/05/21	\$ 15,985.59
9	Martin Marietta	32035325	05/25/21	\$ 156,901.23
9	Means Law	623	03/31/21	\$ 36.50
9	Miller Wall Company	2	05/19/21	\$ 19,146.00
9	Norris Design	01-64708	03/31/21	\$ 3,280.00
9	Norris Design	01-65155	04/30/21	\$ 950.00
9	NU Style Landscape & Development	2	03/31/21	\$ 40,500.00
9	Omerta Storm Water Management	156882	03/11/21	\$ 5,915.85
9	Omerta Storm Water Management	157159	03/23/21	\$ 1,836.02
9	Omerta Storm Water Management	157262	03/29/21	\$ 589.00
9	Omerta Storm Water Management	157460	04/08/21	\$ 513.50
9	Page Specialty Company	33855	05/04/21	\$ 17,825.20
9	Page Specialty Company	336377	07/31/21	\$ 42,624.80
9	Premier Earthworks & Infrastructure	Ret Release	04/15/21	\$ 54,593.53
10	A.G. Wassenaar	333190	05/31/21	\$ 169.00
10	A.G. Wassenaar	335144	06/30/21	\$ 613.00
10	A.G. Wassenaar	335171	06/30/21	\$ 2,230.00
10	CMS Environmental Solutions	121242	07/01/21	\$ 595.00
10	CMS Environmental Solutions	122495	08/01/21	\$ 595.00
10	Harris Kocher Smith	180422.39	05/19/21	\$ 7,486.98
10	Harris Kocher Smith	180422.4	06/16/21	\$ 9,670.14
10	Harris Kocher Smith	180422.41	07/14/21	\$ 18,104.11
10	Harris Kocher Smith	190116.3	06/02/21	\$ 7,866.31
10	Harris Kocher Smith	190116.31	07/28/21	\$ 1,691.25
10	Norris Design	01-65802	06/30/21	\$ 4,670.00
10	Norris Design	01-66460	06/30/21	\$ 3,983.00

EXHIBIT A COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
10	Premier Earthworks & Infrastructure	191025.15	07/14/21	\$ 57,123.61
10	Premier Earthworks & Infrastructure	Ret Release	07/14/21	\$ 684,880.44
11	A.G. Wassenaar	338239	08/31/21	\$ 3,542.50
11	A.G. Wassenaar	339717	09/30/21	\$ 1,048.00
11	Denver Water	1009520100	05/25/21	\$ 450.00
11	Harris Kocher Smith	180422.42	08/11/21	\$ 13,398.67
11	Harris Kocher Smith	180422.43	09/08/21	\$ 17,512.50
11	Norris Design	01-67085	07/31/21	\$ 1,220.00
11	Norris Design	01-67705	08/31/21	\$ 900.00
11	NU Style Landscape & Development	31680	09/01/20	\$ 123,125.40
11	NU Style Landscape & Development	318334	09/30/20	\$ 53,662.50
11	Stoney Creek Concrete	60851	07/09/21	\$ 1,140.00
12	A.G. Wassenaar	336377	07/31/21	\$ 1,270.00
12	A.G. Wassenaar	339747	09/30/21	\$ 868.00
12	A.G. Wassenaar	341234	10/31/21	\$ 939.00
12	A.G. Wassenaar	341293	10/31/21	\$ 1,192.50
12	Foster Graham	187305	10/21/21	\$ 9,643.50
12	Foster Graham	188472	11/17/21	\$ 3,783.50
12	Foster Graham	189646	12/15/21	\$ 6,789.50
12	Foster Graham	190403	01/13/22	\$ 1,456.50
12	Foster Graham	191956	02/23/22	\$ 65.00
12	Fox Rothschild LLP	165960	11/10/21	\$ 4,684.50
12	Hall Contracting	Pay App 1	12/17/21	\$ 278,935.11
12	Harris Kocher Smith	180422.44	10/06/21	\$ 24,900.00
12	Harris Kocher Smith	180422.45	11/03/21	\$ 25,785.00
12	Harris Kocher Smith	180422.46	12/01/21	\$ 20,676.56
12	Harris Kocher Smith	180422.47	12/29/21	\$ 9,302.50
12	Harris Kocher Smith	190116.32	02/09/22	\$ 752.50
12	Harris Kocher Smith	190116.33	02/09/22	\$ 13,860.00
12	Means Law	880	01/04/22	\$ 146.00
12	Norris Design	01-68325	09/30/21	\$ 4,512.50
12	Norris Design	01-68892	10/31/21	\$ 2,850.00
12	Norris Design	01-69712	11/30/21	\$ 2,361.95
12	Norris Design	01-69864	12/31/21	\$ 2,597.50
12	Norris Design	01-70282	12/31/21	\$ 920.00
12	Norris Design	01-70834	01/31/22	\$ 2,125.07
12	Premier Earthworks & Infrastructure	191025.16	07/20/21	\$ 67,066.69
12	Premier Earthworks & Infrastructure	TM22001-01	02/28/22	\$ 56,933.26
	Total Costs Reviewed Verification Nos.		1 - 12	\$ 11,340,927.05
	Total Costs Reviewed Verification No.		1	\$ 2,250,741.24
	Total Costs Reviewed Verification No.		2	\$ 531,763.05
	Total Costs Reviewed Verification No.		3	\$ 709,646.59
	Total Costs Reviewed Verification No.		4	\$ 1,174,458.79
	Total Costs Reviewed Verification No.		5	\$ 646,056.97
	Total Costs Reviewed Verification No.		6	\$ 784,762.19
	Total Costs Reviewed Verification No.		7	\$ 3,119,027.92
	Total Costs Reviewed Verification No.		8	\$ 148,452.26
	Total Costs Reviewed Verification No.		9	\$ 415,923.98
	Total Costs Reviewed Verification No.		10	\$ 799,677.84
	Total Costs Reviewed Verification No.		11	\$ 215,999.57
	Total Costs Reviewed Verification No.		12	\$ 544,416.64

EXHIBIT B
TO
INDENTURE OF TRUST
[FORM OF PROJECT FUND REQUISITION]

Requisition No. 56

\$87,135,000

Colorado International Center Metropolitan District No. 14
City and County of Denver, Colorado
Limited Tax General Obligation
Refunding and Improvement Bonds
Series 2018

The undersigned certifies that s/he is the District Representative under that certain Indenture of Trust dated as of April 12, 2018 (the “**Indenture**”) between Colorado International Center Metropolitan District No. 14, City and County of Denver, Colorado (the “**District**”) and UMB Bank, n.a., as trustee (the “**Trustee**”).

All capitalized terms used in this requisition (“**Requisition**”) shall have the respective meanings assigned in the Indenture.

The undersigned District Representative hereby makes a requisition from the Project Fund held by the Trustee under the Indenture, and in support thereof states:

1. The amount requisitioned is \$44,548.75 which amount is hereby allocated to the electoral authorization of the District as follows:

Infrastructure Category	Requested Reimbursement	Total Amount Previously Disbursed (not including this requisition)	Total Amount of Electoral Authorization Applied (including this requisition)	Authorization	Cumulative Regional Reclassification	Total Amount of Electoral Authorization Remaining (1)
Streets	\$ 589.54	\$ 13,330,161.60	\$ 13,330,751.13	\$ 4,004,561.24	\$ 9,800,000.00	\$ 473,810.11
Park and Recreation	\$ 2,984.74	\$ 1,007,495.37	\$ 1,010,480.11	\$ 1,610,299.77	\$ -	\$ 599,819.66
Water	\$ -	\$ 1,706,304.20	\$ 1,706,304.20	\$ 734,522.70	\$ 1,000,000.00	\$ 28,218.50
Sanitation	\$ -	\$ 1,389,237.36	\$ 1,389,237.36	\$ 713,334.55	\$ 700,000.00	\$ 24,097.19
Refunding	\$ -	\$ -	\$ -	\$ 1,400,085.50	\$ -	\$ 1,400,085.50
Regional Improvements	\$ 40,974.47	\$ 35,411,797.44	\$ 35,452,771.91	\$ 68,977,787.07	\$ (11,500,000.00)	\$ 22,025,015.16
Total	\$ 44,548.75	\$ 52,844,995.96	\$ 52,889,544.71	\$ 77,440,590.83	\$ -	\$ 24,551,046.12

(1) Does not include electoral authorization consumed by the principal amount of the Bonds applied to the initial deposit to the Surplus Fund, Cost of Issuance Fund, and capitalized interest, which amount is to be allocated among the above infrastructure categories pro rata in accordance with the use of net proceeds of the Bonds requisitioned from the Project Fund and is to be reflected separately in the final requisition resulting in the disbursement of all remaining amounts on deposit in the Project Fund.

2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows:

Denver High Point at DIA Metropolitan District
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

3. Payment is due to the above person for (describe nature of the obligation):

Construction costs for capital improvements per the attached schedule.

4. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.

5. The costs for which the disbursement is requested herein are authorized by the Service Plan and constitute Project Costs. To the extent that the amount to be paid pursuant to this Requisition will be used to reimburse Denver High Point, the City and/or the Developer for costs of improvements, the District will comply with any requirements in connection therewith set forth in the District IGA, City IGA, or the Funding Agreement, as applicable.

6. Disbursement instructions are attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of December 2021.


District Representative

Colorado International Center Metropolitan District No. 14
 Reimbursement Request for Costs paid by Denver High Point at DIA Metropolitan District
 December 21, 2021

<u>Vendor</u>	<u>Invoice No.</u>	<u>Date</u>	<u>Amount</u>	Description				
				<u>Construction Management</u>	<u>Engineering</u>	<u>Regional</u>	<u>Park and Recreation</u>	<u>Streets/Storm Drainage</u>
Colorado Dept of Public Health and Environment	WC221109001	12/2/21	270.00	-	-	-	-	270.00
Ground Engineering	204400.0-10	11/30/21	147.50	-	-	-	-	147.50
Martin/Martin	21.0183-00013	10/31/21	1,430.00	-	-	1,430.00	-	-
Martin/Martin	16.0616-00040	10/31/21	1,312.50	-	-	1,312.50	-	-
Martin/Martin	17.1374-00088	10/31/21	175.00	-	-	175.00	-	-
Martin/Martin	21.1301-00001	10/31/21	13,500.00	-	-	13,500.00	-	-
Martin/Martin	21.1301-00002	11/30/21	12,600.00	-	-	12,600.00	-	-
PCS Group	12686	9/30/21	552.50	-	-	-	552.50	-
PCS Group	12791	10/31/21	1,561.25	-	-	-	1,561.25	-
Silverbluff	180230	12/1/21	10,000.00	10,000.00	-	-	-	-
Silverbluff	180331	12/1/21	3,000.00	3,000.00	-	-	-	-
			<u>44,548.75</u>	13,000.00	-	29,017.50	2,113.75	417.50
				(13,000.00)	-	11,956.97	870.99	172.04
				-	-	40,974.47	2,984.74	589.54

State of Colorado - Department of Public Health and Environment
WQCD PERMITS

ORIGINAL
INVOICE



Customer			Invoice Number	Invoice Date
Denver High Point at DIA Metropolitan District			WC221109001	12/2/21
Customer Number	Reference Number	Due Date	Amount Due	Amount Enclosed
VC0000000440890	FG01_COR414127	1/6/22	\$270.00	\$

Mail to: CDPHE
4300 Cherry Creek Drive South
ASD-AR-B1
Denver CO 80246-153C

DO NOT SEND CASH
Please write Invoice number
on front of check or money order.

PAY ONLINE NOW
Accepting echeck, Debit and Credit Cards

Denver High Point at DIA Metropolitan District
Ted Laudick
4100 East Mississippi Ave Suite 500
Denver CO 80246

Payment Fees:
eCheck (fee \$1.00)
Debit Card (fee \$.75 + 2.75%)
All major Credit Cards (fee \$.75 + 2.75%)
cdphe.colorado.gov/payinvoice

PAY ONLINE, visit us at cdphe.colorado.gov/payinvoice

Please detach the above stub and return with your payment



State of Colorado - Department of Public Health and Environment
WQCD PERMITS
ORIGINAL

RECEIVED
DEC - 8 2021

BILLING INQUIRIES: Call 303-692-3616 or email CDPHE_WQCD_billing@state.co.us. CHANGE OF ADDRESS: If your billing address is incorrect, please submit a change of contact form available at www.coloradowaterpermits.com. QUESTIONS ABOUT YOUR PERMIT: 303-692-3517

Customer			Invoice Number	Invoice Date
Denver High Point at DIA Metropolitan District			WC221109001	12/2/21
Customer Number	Reference Number	Due Date	Amount Due	Amount Enclosed
VC0000000440890	FG01_COR414127	1/6/22	\$270.00	\$

Invoice Charges

Ln	Description	Charges/Credits
1	Application Fee for Permit COR414127 for Denver Gateway Center	\$270.00
TOTAL Invoice Charges		\$270.00

LL 2L
12/2/21
307856

DHPMD 307857

Handwritten initials

GROUND ENGINEERING

Invoice

December 14, 2021

Invoice No: 204400.0 - 10

Mr. Ted Laudick
Aurora High Point at Metropolitan District
P.O. Box 3603
Parker, CO 80134

Materials Testing and Special Inspection Services, High Point at DIA Filing 2-Dunkirk St/Roundabout Improvements Project, Dunkirk and 64th Avenue, Aurora, Colorado

Current Billing Period: November 7, 2021 through December 4, 2021

Fees for Materials Testing Services

	Hours	Rate	Amount
Soil Test:			
Engineering Technician	2.00	50.00	100.00
Management/Meetings/Review:			
Project Manager	.50	95.00	47.50
Subtotal	2.50		147.50
Total Labor			147.50
Total This Invoice			\$147.50

DHPMD

307857

Handwritten initials

Date Recd: _____
 Accountant: *[Signature]* District Mgr: _____
 Acctg Mgr: *[Signature]* A/P Staff: *[Signature]*

GL Post Date: _____
 Invoice Date: 11/30/21
 Refer to Previous Coding

Coding & Other Instructions: 307855



Ted Laudick
 Denver High Point at DIA Metro Dist
 4100 East Mississippi Avenue, Suite 500
 Denver, CO 80246

Invoice number 21.0183 - 00013
 Date 11/11/2021

Project 21.0183 High Point Denver and Aurora
 Mass Grading

Federal ID 84-1093281

Email invoice to: ted@silverbluffcompanies.com

Professional Services rendered through October 31, 2021.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
C02 Denver Design & Entitlement	44,000.00	90.00	39,600.00	39,600.00	0.00
C02 Bidding and Construction Administration	8,000.00	0.00	0.00	0.00	0.00
Total	52,000.00	76.15	39,600.00	39,600.00	0.00

	Hours	Rate	Billed Amount
C02 Coordination & Changes Required by Buyer			
Principal	6.00	210.00	1,260.00
Sr Project Engineer	1.00	170.00	170.00
Phase subtotal			1,430.00

DHPMD 307857

JL

Invoice total **1,430.00**

Project Summary

Description	Phase Budget	Prior Billed	Total Billed	Current Billed
C02 Coordination & Changes Required by Buyer	15,000.00	6,240.00	7,670.00	1,430.00
Total	15,000.00	6,240.00	7,670.00	1,430.00

Thank you,

André H. Schlappe, P.E.
 Principal

Date Recd: _____
 Accountant: LH District Mgr: _____
 Acctg Mgr: AL A/P Staff: QV

Gl. Post Date: _____
 Invoice Date: 10/31/21
 Refer to Previous Coding

Coding & Other Instructions: 307863

MARTIN/MARTIN, INC.
 12499 WEST COLFAX AVENUE
 LAKEWOOD, COLORADO 80215
 MAIN 303.431.6100

Please note: Invoice subject to service charge as applicable per contract
 Changes and credits past accounting month end are not recorded.
 Contact ar@mationmartin.com with questions



Ted Laudick
 Denver High Point at DIA Metro Dist
 4100 East Mississippi Avenue, Suite 500
 Denver, CO 80246

Invoice number 16.0616 - 00040
 Date 11/11/2021

Project 16.0616 High Point District Mapping Update

Federal ID 84-1093281

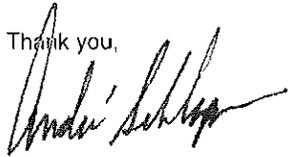
Email invoice to: ted@silverbluffcompanies.com

Professional Services rendered through October 31, 2021.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Split Parcel Reconfiguration ISP & Description	6,800.00	100.00	6,800.00	6,800.00	0.00
Total	6,800.00	100.00	6,800.00	6,800.00	0.00

	Hours	Rate	Billed Amount
West Fork of Second Creek Tracts Sr Project Engineer	7.50	175.00	1,312.50

Invoice total **1,312.50**

Thank you,

 André H. Schlappe, P.E.
 Principal

DHPMD 307857 

Date Recd: _____
 Accountant: LL District Mgr: _____
 Acctg Mgr: W A/P Staff: W

GL Post Date: _____
 Invoice Date: 10/31/21
 Bill to Previous Coding

Comments or instructions: 307856



Ted Laudick
Denver High Point at DIA Metro Dist
4100 East Mississippi Avenue, Suite 500
Denver, CO 80246

Invoice number 17.1374 - 00088
Date 11/11/2021

Project 17.1374 High Point Boulevard Re-approval
Federal ID 84-1093281

Email invoice to: ted@silverbluffcompanies.com

Professional Services rendered through October 31, 2021.

	Hours	Rate	Billed Amount
C04 High Point GDP Amendment Sr Project Engineer	1.00	175.00	175.00
Invoice total			175.00

Thank you,

Scott E. Paling, PE
Principal

DHPMD 307857

Date Recd: _____

Accountant: LT District Mgr: _____

Acctg Mgr: SP A/P Staff: SP

Gl. Post Date: _____

Invoice Date: 10/31/21

[] Refer to Previous Coding

Coding & Other Instructions: 307855

MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
MAIN 303.431.6100

Please note: Invoice subject to service charge as applicable per contract.
Changes and credits past accounting month end are not recorded.
Contact ar@martinmartin.com with questions.



Ted Laudick
 High Point at DIA Metro District
 c/o Silverbluff Companies
 4100 E Mississippi Ave Ste 500
 Denver, CO 80246

Invoice number 21.1301 - 00001
 Date 11/09/2021

Project 21.1301 High Point Denver Park
 Federal ID 84-1093281

Professional Services rendered through October 31, 2021.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
C01 Schematic Design	4,500.00	100.00	0.00	4,500.00	4,500.00
C01 Design Development Submittal	36,000.00	25.00	0.00	9,000.00	9,000.00
C01 Zone Lot Amendment	3,500.00	0.00	0.00	0.00	0.00
C01 Final Planning and Engineering Dept. Submittal	23,000.00	0.00	0.00	0.00	0.00
C01 Construction Documents	16,000.00	0.00	0.00	0.00	0.00
C01 Bidding/Construction Services	7,500.00	0.00	0.00	0.00	0.00
C01 Record Drawings	4,000.00	0.00	0.00	0.00	0.00
Total	94,500.00	14.29	0.00	13,500.00	13,500.00

Invoice total **13,500.00**

Thank you,

André H. Schlappe, P.E.
 Principal

DHPMD 307857

Date Recd: _____
 Accountant: LL District Mgr: _____
 Acctg Mgr: ZL A/P Staff: QW

Gl. Post Date: _____
 Invoice Date: 10/31/21
 Same as Previous Coding

Coding & Other Instructions: 307866
307857



Ted Laudick
 High Point at DIA Metro District
 c/o Silverbluff Companies
 4100 E Mississippi Ave Ste 500
 Denver, CO 80246

Invoice number 21.1301 - 00002
 Date 12/10/2021

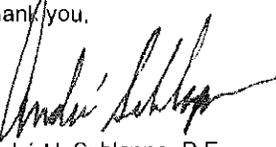
Project 21.1301 High Point Denver Park
 Federal ID 84-1093281

Professional Services rendered through November 30, 2021.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
C01 Schematic Design	4,500.00	100.00	4,500.00	4,500.00	0.00
C01 Design Development Submittal	36,000.00	60.00	9,000.00	21,600.00	12,600.00
C01 Zone Lot Amendment	3,500.00	0.00	0.00	0.00	0.00
C01 Final Planning and Engineering Dept. Submittal	23,000.00	0.00	0.00	0.00	0.00
C01 Construction Documents	16,000.00	0.00	0.00	0.00	0.00
C01 Bidding/Construction Services	7,500.00	0.00	0.00	0.00	0.00
C01 Record Drawings	4,000.00	0.00	0.00	0.00	0.00
Total	94,500.00	27.62	13,500.00	26,100.00	12,600.00

Invoice total **12,600.00**

Thank you,


 André H. Schlappé, P.E.
 Principal

DHPMD 307857 

Date Recd: _____
 Accountant: LL District Mgr: _____
 Acctg Mgr: KL A/P Staff: QV

GL Post Date: _____
 Invoice Date: 11/30/21
 Refer to Previous Coding

Coding & Other Instructions: ~~307866~~
307857

PCS Group Inc.
 PO Box 18287
 Denver, CO 80218-0287
 7202664806
 brenda@pcsgroupco.com
 www.pcsgroupco.com



Invoice

DUPLICATE
 Kevin Smith
 Westside Investment - High Point
 4100 E Mississippi Ave., Suite 500
 Denver, CO 80246

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
12686	09/30/2021	\$552.50	10/30/2021	Net 30	

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/23/2021	Design - Associate Client call to discuss moving forward with park plans, additional Highpoint work. Minor revisions to concept park plan, create new application with Denver ePermits. - Jeffrey K Norberg	1:00	95.00	95.00
09/23/2021	Design - Principal Review with Jeff, team call. Start putting together bases. - John Prestwich	1:45	145.00	253.75
09/30/2021	Design - Associate Team meeting to discuss development of commercial areas east of Picadilly, High Point Park CD submittal. - Jeffrey K Norberg	1:00	95.00	95.00
09/30/2021	Design - Principal Team call for park and west parcel planning. - John Prestwich	0:45	145.00	108.75

BALANCE DUE **\$552.50**

DHPMD 307857
 Date Recd:
 Accountant: LL District Mgr:
 Acctg Mgr: A/P Staff:

GL Post Date:
 Invoice Date: 10/21/21 9/30/21
 Refer to Previous Coding

Coding & Other Instructions: 307866

PCS Group Inc.
 PO Box 18287
 Denver, CO 80218-0287
 7202664806
 brenda@pcsgroupco.com
 www.pcsgroupco.com



Invoice

Date Recd: _____
 Accountant: LL District Mgr: _____
 Acctg Mgr: W A/P Staff: GW

GL Post Date: _____
 Invoice Date: 10/31/21
 Refer to Previous Coding

Coding & Other Instructions: 307866

BILL TO
 Kevin Smith
 Westside Investment - High Point
 4100 E Mississippi Ave., Suite 500
 Denver, CO 80246

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
12791	10/31/2021	\$1,561.25	11/30/2021	Net 30	

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/01/2021	Design - Principal Team call to get park going and look at plan for corner. - John Prestwich	0:45	145.00	108.75
10/26/2021	Design - Principal team call about GDP Amendment, call with Ted after to go over redlines. - John Prestwich	1:30	145.00	217.50
10/26/2021	Design - Associate Coordination meeting with Pepsi Co. Begin revisions to GDP Minor Amendment to incorporate revised OS area calcs. - Jeffrey K Norberg	4:00	95.00	380.00
10/27/2021	Design - Associate Finalize revisions to GDP Amendment and redlines. Submit to Denver for review. Begin reviewing Denver code, CH 59, for planning requirements related to Pepsi amendment. - Jeffrey K Norberg	3:00	95.00	285.00
10/28/2021	Design - Associate Begin revisions to High Point Park landscape plans per redlines from DPR. - Jeffrey K Norberg	4:00	95.00	380.00
10/29/2021	Design - Associate Continue revisions to High point park per DPR redlines - Jeffrey K Norberg	2:00	95.00	190.00

BALANCE DUE **\$1,561.25**

DHPMD 307857

JR

Silverbluff Companies, Inc.

P. O. Box 3603
Parker, CO 80134

Invoice

Date	Invoice #
12/1/2021	180230

Bill To
Denver High Point at DIA Metro District 141 Union Blvd. #150 Lakewood, CO 80228

Terms	Project

Item	Description	Qty	Rate	Curr %	Total %	Amount
CM Fees	Construction Management Fees	0.04	250,000.00	4.00%	59.80%	10,000.00
<p>Date Recd: _____ Accountant: <u>Lh</u> District Mgr: _____ Acctg Mgr: <u>W</u> A/P Staff: <u>QW</u></p> <p>GL Post Date: _____ Invoice Date: <u>12/1/21</u> Refer to Previous Coding</p> <p>Coding & Other Instructions: <u>307862</u></p>						

Total	\$10,000.00
Payments/Credits	\$0.00
Balance Due	\$10,000.00

Phone #	Fax #	E-mail
3036389553		tcd@silverbluffcompanies.com

Silverbluff Companies, Inc.

P. O. Box 3603
Parker, CO 80134

Invoice

Date	Invoice #
12/1/2021	180331

Bill To
Denver High Point at DIA Metro District 141 Union Blvd. #150 Lakewood, CO 80228

Terms	Project

Item	Description	Qty	Rate	Curr %	Total %	Amount
CM Fees	Construction Management Fees	0.04	75,000.00	4.00%	60.67%	3,000.00
<p>Date Recd: _____ Accountant: <u>LL</u> District Mgr: _____ Acctg Mgr: <u>72</u> A/P Staff: <u>QV</u> Bill Post Date: _____ Bill Date: <u>12/1/21</u> <input type="checkbox"/> Refer to Previous Coding Coding & Other Instructions: <u>307862</u></p>						

Total		\$3,000.00
Payments/Credits		\$0.00
Balance Due		\$3,000.00

Phone #	Fax #	E-mail
3036389553		ted@silverbluffcompanies.com

**SERVICE AGREEMENT FOR
DENVER HIGH POINT AT DIA SNOW REMOVAL**

THIS SERVICE AGREEMENT FOR DENVER HIGH POINT AT DIA SNOW REMOVAL (this “**Agreement**”) is entered into and effective as of the 25th day of October 2021 and effective as of the 1st day of October 2021 by and between **DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **ALL PHASE LANDSCAPE CONSTRUCTION, INC.**, (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

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

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

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

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid on a time and materials basis as set forth in **Exhibit A**. The Consultant shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A**, unless said reimbursement or compensation approved in writing by the District in advance of incurring such expenses.

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on September 30, 2022. Extensions of this Agreement must be pursuant to a written amendment executed by both Parties.

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

termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include the District as an

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

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

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

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

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

4.3 Property Damage. The District must notify the Consultant in writing of any property damage alleged to have been caused by the Consultant or its subcontractor within thirty (30) days of the discovery of such damage. If the Consultant is not notified in writing within thirty (30) days of such discovery, neither the Consultant nor its subcontractor shall be held liable for such damage.

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Denver High Point at DIA Metropolitan District
4100 E. Mississippi Ave. #500
Denver, CO 80246
Phone: (303) 368-9553
Email: tlaudick@silverbluffcompanies.com
Attn: Ted Laudick

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: (303) 592-4380
Email: mbecher@specialdistrictlaw.com
Attn: Megan Becher

To Consultant: All Phase Landscape Construction, Inc.
16080 Smith Rd.
Denver, CO 80011
Phone: (303) 360-0606
Email: chelmuth@allphaselandscape.net
Attn: Corinna Helmuth
Email: mfisher@allphaselandscape.net
Attn: Mark Fisher

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

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

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

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
**ALL PHASE LANDSCAPE
CONSTRUCTION, INC.**

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of All Phase Landscape Construction, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
**DENVER HIGH POINT AT DIA
METROPOLITAN DISTRICT**

By: _____

President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of Denver High Point at DIA Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
SCOPE OF SERVICES/COMPENSATION

EXHIBIT A

SCOPE OF SERVICES

Exhibit A - 1) Services / Products Requested

All Phase = All Phase Landscape Construction, Inc. (Contractor)

Contracting Officer = Denver High Point at DIA Metropolitan District (District)

SERVICES: **

Clear sidewalks : _____ / _____ - after a minimum snow accumulation depth of: (please circle): **
(ONLY common sidewalks highlighted on map) Yes No Less than 1" 1" 2" 3" 4" 5" 6"

Plow parking lots : _____ / _____ - after a minimum snow accumulation depth of: (please circle): **
(ONLY plow parking areas at visitor center) Yes No Less than 1" 1" 2" 3" 4" 5" 6"

PLOW individual Driveways: _____ / _____ - after a minimum snow accumulation depth of: (please circle): **
Yes No Less than 1" 1" 2" 3" 4" 5" 6"

OR

SHOVEL individual Driveways: _____ / _____ - after a minimum snow accumulation depth of: (please circle): **
Yes No Less than 1" 1" 2" 3" 4" 5" 6"

PRODUCTS OPTIONS: **

On Pedestrian Sidewalks (sidewalks): _____ / _____ (only on common sidewalks marked on map)
Yes No

Product used is industry standard icemelt. Product will NOT be applied on pedestrian sidewalks unless the service to 'clear sidewalks' is also chosen above and then, only after the minimum depth chosen above is reached to initiate services to 'clear sidewalks' (or as specified in 'Special Instructions' of Section 11 or as specially requested by Contracting Officer or Authorized Agent).

On Vehicular / Parking Lots: _____ / _____
Yes No

Product used is industry standard granular chemical product. Product on parking lots is provided ONLY if the service to 'plow parking lots' is also chosen above and then, only after the minimum depth to initiate the service to 'plow parking lots' is reached (or as specified in the 'Special Instructions' of Section 11 or as specially requested by Contracting Officer or Authorized Agent).

On Vehicular individual Driveway(s): _____ / _____
Yes No

Product used is industry standard icemelt. Product will NOT be applied on individual resident driveways unless the service to plow or shovel individual driveways is also chosen above and then, only after the minimum depth chosen above is reached to initiate services to plow or shovel individual driveways (or as specified in 'Special Instructions' of Section 11 or as specially requested by Contracting Officer or Authorized Agent).

Section 1 continues on next page

X Initials: _____ / _____
District / Date

Initials: _____ / _____
All Phase / Date

1) (cont.)

POST-storm site monitoring and ice removal/remediation:

_____ / _____
Yes / No

(option available only if minimum snow accumulation depth of 2 INCHES OR LESS is chosen above).

POST-STORM SERVICES OPTION IS AVAILABLE ONLY IF THERE IS A MINIMUM ACCUMULATION DEPTH OF TWO INCHES OR LESS chosen above on page 3. The Post-storm services option is NOT available and will not be provided for sites that have a chosen depth of more than 2 inches. If the Post-Storm services option is allowed and is marked "yes", then Post-storm services shall BE PROVIDED AFTER A STORM EVENT ONLY IF THE MINIMUM SNOW ACCUMULATION DEPTH CHOSEN ABOVE IS REACHED DURING THAT STORM EVENT and only if initial shoveling and/or plowing services have been performed by Contractor for that specific storm event. After initial services are completed for a storm event, All Phase will return to the site to perform post-storm service within 24 – 48 hours after the end of the storm event, unless Contracting Officer requests a sooner post-storm visit in writing to All Phase (as scheduling allows). The post-storm service window shall end immediately upon arrival of a new storm event. The post-storm service includes a site check and upon observance, if needed, ice removal/remediation. All Phase will be limited on the types of post-storm services it can provide, choosing from ONLY THOSE SERVICES MARKED YES" by Contracting Officer ON EXHIBIT A - PAGE 1. Post-storm services are available as scheduling allows. After initial post-storm check, on-going monitoring of a site is not provided unless the Contracting Officer makes a request in writing to All Phase that it provide on-going monitoring for any given storm. A written request for on-going monitoring of the site must be provided for EACH storm, when desired.

If Post-storm service: site check and ice removal/remediation is marked "No", then Post- storm service would only be provided upon written request from Contracting Officer to All Phase, for any given storm event. All Phase will endeavor to provide the requested service within 24 - 48 hours of the written request but time frame is subject to the scheduling ability of All Phase.

ANY extra SERVICES REQUESTED OUTSIDE THE SERVICES and SPECIFICATIONS and depths CHOSEN ABOVE ON Exhibit A – page 1 ARE CONSIDERED "on-call" services and will be provided upon written request to All Phase. Such services shall be provided subject to weather conditions and to the scheduling convenience of All Phase. There shall be NO liability assumed by All Phase for the time frame in which on-call services are provided and no liability assumed in any way by All Phase for last minute directives that Contracting Officer (or its Agent) make during any storm.

Special Instructions - or Additions to services requested (for more space, please continue on a separate sheet):

Service areas are highlighted on the snow map dated 8/12/2021
See Special Instructions for Snow Services sheet dated for 10/1/21 – 9/30/22, dated 8/12/2021

**** Weather conditions permitting: requested snow moving services and application of requested products shall be as early as possible to facilitate work traffic but work operations are dictated by storm time and weather conditions.**

2) If sidewalk services are requested in Exhibit A, Section 1, All Phase shall provide hand or machine (at discretion of All Phase, based on its available resources) removal of snow from all main access sidewalks (or as designated by Contracting Officer specs). Walkways to swimming pools and other summer facilities will NOT be cleared. If requested in Exhibit A, Section 1, plowing services will be provided and will be accomplished by mechanically pushing snow to side boundaries and/or windrows as directed by Contracting Officer. Contracting Officer shall be responsible for the removal of all vehicles from parking lot areas so that All Phase can properly and efficiently operate plowing equipment. If vehicles are not removed by the time of plow operations, All Phase shall be obligated to plow only those areas available and open for the safe use and operation of snow moving equipment. All Phase will not plow or clear a single parking space if a car (or cars) are parked on either side and will not plow a parking space that is within 5 feet of another vehicle. All Phase will not clear (shovel or plow) snow between vehicles

X Initials: _____ / _____
District / Date

Initials: _____ / _____
All Phase / Date

- 3) If the services and products are requested in Exhibit A, section 1, requested products will be applied as per product manufacturer's recommendations and as per minimum depths to initiate services in Exhibit A, section 1 and other perimeters specified by District in Exhibit A, section 1. If Contractor applies a product, the clean-up of product is not included in the application price. Clean-up services are billed at a separate Time and Materials price. **Contractor uses the safest snow melting products for all surfaces, including concrete, however, all such products that create a thaw/freeze affect can be harmful to surfaces, including concrete. Contractor will not be liable for any damage to any surfaces due to the use of any ice melting type products.**

- 4) If plowing services are provided, it shall be the District's responsibility to clearly define and mark boundaries in the areas to be plowed. Contractor will exercise every caution so as to prevent property damage by plowing equipment. During blizzard conditions, however, larger equipment may need to be mobilized and District acknowledges that damage may likely be caused by use of this equipment. District will not hold Contractor liable for such damage during blizzard conditions unless Contractor has been **grossly negligent**.

- 5) Snow services during major snow falls will be modified and will be determined based on weather conditions, road conditions, and scheduling availability. For initial services and ongoing operations during major snow falls: a) only entryways and drive lanes will be plowed open; b) All Phase will not guarantee that vehicles will not be plowed in; c) When clearing sidewalks, All Phase will shovel only 1 shovel width on sidewalks; d) All Phase will return later, as it is able, to clear more snow; e) All Phase assumes no liability related to the timing in which services and products are provided during major snow storms.

- 6) Snow accumulation depth measurements are determined by measuring snow depth on the north side of a site and/or measuring high traffic areas first. All Phase will endeavor to check depth at 2 - 3 places on the site. When accumulation depth is determined to have met the site snow specifications, the site is serviced as per specifications.

- 7) In rare cases, the Contracting Officer may request that services and/or products not be performed or applied. The Contracting Officer must discuss this request with the All Phase Snow Manager and must send an email with specific date and specific request clearly spelled out in the email. The Snow Manager and All Phase's Contract Administrator must both receive the email and must acknowledge receipt before any action is taken for any given storm. Contracting Officer assumes all liability related in any way to its choice not to have services performed or products applied at any time. All Phase will not agree to do this on an ongoing basis. If a Contracting Officer wants to direct storm by storm, they must sign an on-call snow moving agreement, rather than an agreement with accumulation depth specifications.

- 8) Additional Product Information - Products selected by the District in Exhibit A, section 1 may become unavailable due to conditions beyond the control of Contractor. When product supplies are compromised, different products may be used without notice if deemed critical to the safety of the site. Contractor will attempt to notify customers when this situation prevails, but no financial compensation will be provided to the District when products have to be substituted. If different products are substituted, additional clean up services that are requested by District as a result of Contractor using different products will be billed as an extra charge at the rates listed on the All Phase Landscape Construction, Inc. Snow Moving Time and Material Rates sheet.

X
 Initials: _____ / _____
 District / Date

Initials: _____ / _____
 All Phase / Date

Denver High Point at DIA Metropolitan District
Special Instructions for Snow Services
10/1/21 – 9/30/22

Sidewalks:

- The only sidewalk areas to be cleared are the common sidewalks as highlighted on the snow map dated 8/12/21.
- Those common sidewalks are to be cleared after an accumulation of a minimum depth of snowfall of 2 inches.
- When clearing those common sidewalks highlighted on snow map dated 8/12/21, industry standard icemelt shall be applied only to those common sidewalks.

Plowing:

- Plow ONLY the parking areas at visitor center after an accumulation of a minimum depth of snowfall of 4 inches.
- For plowing, snow will be plowed as soon as it stops snowing however, if it is still snowing at 6:00 am, plowing will commence to allow cars to get out and All Phase will return to finish when snow stops.

All above specifications are subject to the Services Agreement and the terms of the Contractor's snow moving agreement proposal.

X
Initials: _____ / _____
District Date

Initials: _____ / _____
All Phase Date

All Phase Landscape Construction, Inc.

Snow Moving Time and Material Rates

(10/1/21 – 9/30/22)

(Snow service rates are subject to change)

SERVICES

Labor - Shovel	\$61.00/hr	Pickup Truck hauling product	\$96.00/hr
Snow Blower	\$78.00/hr	Truck with Mechanical spreader	\$113.00/hr
ATV with Blade *	\$102.00/hr	Large Tractor (1 ½ -2 CY. bucket)	\$215.00/hr
Snowplow (no wings) *	\$113.00/hr	Large Loader (2 ½ - 3 CY. bucket)	\$264.00/hr
Snowplow with wings *	\$126.00/hr	Skid Loader (¾ CY. bucket)	\$143.00/hr
Dump Truck 6 CY	\$193.00/hr	Granular chemical product (by hand)	\$61.00/hr

* Snow blower and/or ATV use, if requested, is not guaranteed. Use depends on mobilization ability due to weather, road, availability, and scheduling conditions.

PRODUCTS

Sidewalks:

Ice melt \$.82 cents per lb.

Parking lots/driveways:

Granular chemical product \$273.00 per ton

MINIMUM CHARGES:

- One (1) hour of associated service (whatever service is provided or performed) + any applied product.
- Mobilization of heavy equipment = \$300.00 minimum charge per time (Heavy equipment = Large Backhoe, Large Loader, Skid Loader)
- On-call services - **Any site visit** = One (1) hour of associated service (whatever service is provided or performed) + any applied product.

HOLIDAY RATES:

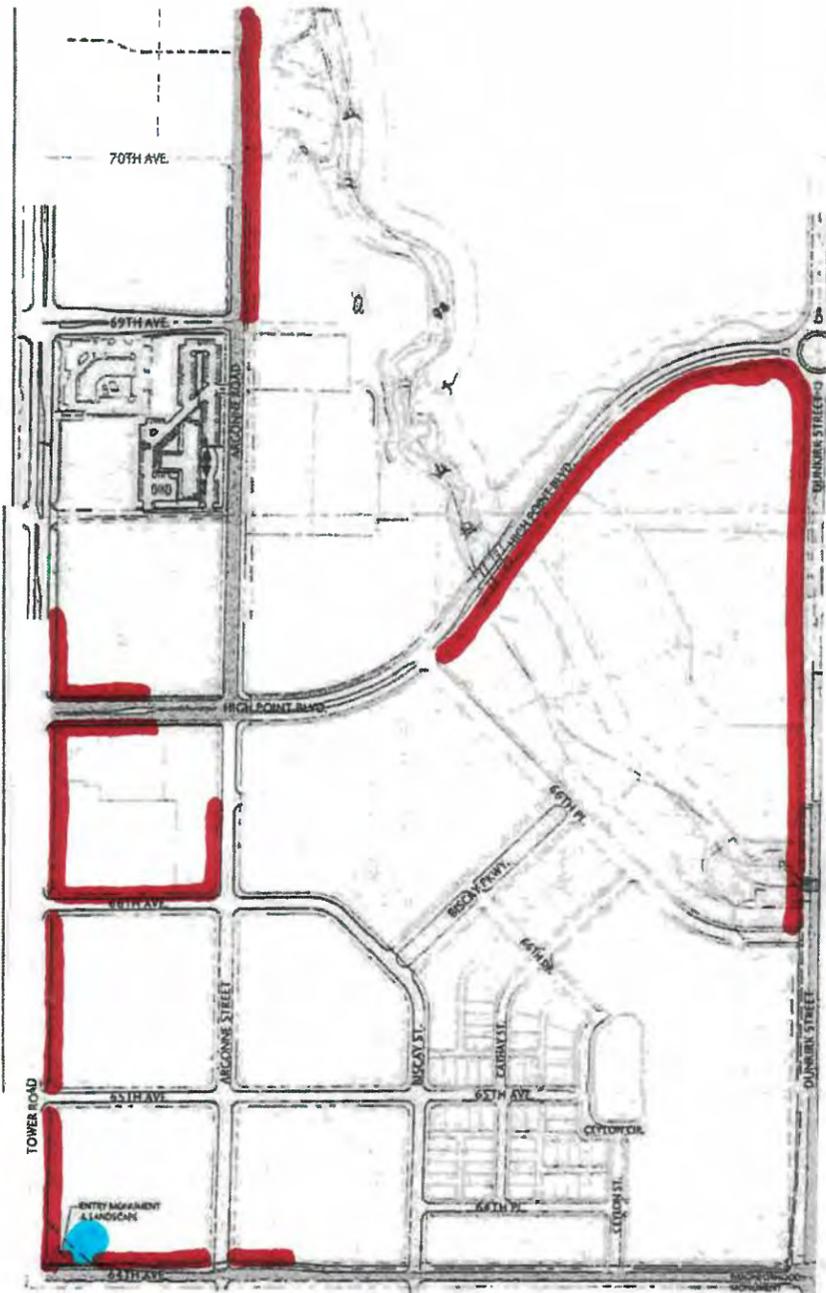
Services performed on Thanksgiving Day, Christmas Day, New Years Day, and/or Easter will be billed at DOUBLE THE NORMAL RATE.

TRAVEL TIME:

Travel time will be billed.

X Initials: _____ / _____
District / Date

Initials: All Phase / _____
Date



Denver High Point @ DIA Metro District
(snow services map)

(red) = sidewalks
(blue) = plow

8/12/2021

HIGH POINT OWNERSHIP & MAINTENANCE MAP

OWNERSHIP & MAINTENANCE LEGEND

- CITY & COUNTY OF DENVER/CITY & COUNTY OF DENVER	- CITY OF AURORA/AUR	- COMMERCIAL SOLD PROPERTY	- METRO DISTRICT TRACT	- SPLIT 3 RAIL FENCE
- CITY & COUNTY OF DENVER/METRO DISTRICT	- CITY & COUNTY OF DENVER/IAN	- TEMPORARY SCHOOL SITE	- MASTER ASSOCIATION TRACT	- BLOCK WALL
- HOME OWNER/HOME OWNER	- MASTER ASSOC./ MASTER ASSOC.	- METRO DISTRICT/SCHULTZ TYR MAINTENANCE		- LINER DRAIN
- IAN/IAN	- CITY OF AURORA/CITY OF AURORA			- RETAINING WALL
- METRO DISTRICT/METRO DISTRICT	- CITY OF AURORA/METRO DISTRICT			- SNOW REMOVAL DN WALKS

0 100 200 400 600
SCALE 1"=200'

EXHIBIT B
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and

the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

**SERVICE AGREEMENT FOR
DENVER HIGH POINT AT DIA LANDSCAPE MAINTENENCE**

THIS SERVICE AGREEMENT FOR DENVER HIGH POINT AT DIA LANDSCAPE MAINTENANCE (this “**Agreement**”) is entered into the 25th day of October 2021 and effective as of the 1st day of October 2021, by and between **DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **ALL PHASE LANDSCAPE CONSTRUCTION, INC.**, (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

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

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

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

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto. The Consultant shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A**, unless said reimbursement or compensation approved in writing by the District in advance of incurring such expenses; however, the Consultant shall not be required to obtain prior approval for irrigation system repairs of up to \$300.00 per day. Irrigation system repairs shall be billed on a time and materials basis. All pricing for additional work shall be pre-approved by the District.

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

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on September 30, 2022. Extensions of this Agreement must be pursuant to a written amendment executed by both Parties.

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

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

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

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

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Denver High Point at DIA Metropolitan District
4100 E. Mississippi Ave. #500
Denver, CO 80246
Phone: (303) 368-9553
Email: tlaudick@silverbluffcompanies.com
Attn: Ted Laudick

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: (303) 592-4380
Email: mbecher@specialdistrictlaw.com
Attn: Megan Becher

To Consultant: All Phase Landscape Construction, Inc.
16080 Smith Rd.
Aurora, CO 80011
Phone: (303) 360-0606
Email: chelmuth@allphaselandscape.net
Attn: Corinna Helmuth
Email: mfisher@allphaselandscape.net
Attn: Mark Fisher

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

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

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

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

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

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

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

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

5.16 Warranty. The Limited Liability Warranty attached hereto as **Exhibit D**, is incorporated herein by this reference.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
**ALL PHASE LANDSCAPE
CONSTRUCTION, INC.**

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of All Phase Landscape Construction, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:
**DENVER HIGH POINT AT DIA
METROPOLITAN DISTRICT**

By: _____

President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of Denver High Point at DIA Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

SPECIFICATIONS

Contracting Officer = Denver High Point at DIA Metropolitan District

Contractor = All Phase Landscape Construction, Inc.

Although listed Basic Services are standard on most contracts, the 'Exhibit A- Services and Prices' page will clarify those services accepted by Contracting Officer and to be provided by Contractor (All Phase Landscape). ONLY THOSE BASIC SERVICES THAT ARE CLASSIFIED AS "included" (and not "T&M") on the 'Exhibit A-Services and Prices' page are to be provided by the Contractor under this contract. Only the additional services with a quoted price that are INCLUDED in the scheduled monthly billings on the 'Exhibit A-Services and Prices' page, will be scheduled by the Contractor. Special exceptions/inclusions may also be noted in the "Comments" section of the 'Exhibit A- Services and Prices' page. Other additional services can be scheduled if requested, and billed upon completion of work. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.

A. LAWN AND GROUND MAINTENANCE

- 1) All blue grass and irrigated native seed areas to be mowed as necessary (max. weekly and weather permitting), to promote overall appearance of the Lawn. No credit will be given for missed mows due to any circumstances beyond the control of the Contractor (e.g. weather). Cutting height will be approximately 3 (three)– 4 (four) inches. Ground trash will be picked up and removed at each mowing.
- 2) All cuttings will be removed from sidewalks, driveways and curb areas after each mowing.
- 3) Edging of all sidewalks will be done monthly during the growing season months (April through October) that are included in the Period of Work (any alternate requested frequencies included in the contract will be noted on the 'Exhibit A-Services and Prices' page).
- 4) Trimming will be done as necessary to maintain a well-groomed appearance.

B. TREE AND SHRUB MAINTENANCE

- 1) Pruning consists of one major pruning during the growing season and containment pruning throughout the contract period (any alternate requested frequencies included in the contract will be noted on the 'Exhibit A-Services and Prices' page). Shrubs will be pruned to provide an aesthetically pleasing appearance and to prevent a potentially hazardous condition. Suckers will be controlled as needed. Other additional pruning, such as winter pruning, can be provided upon request and will be billed as directed on the 'Exhibit A-Services and Prices' page.
- 2) The health of all trees and shrubs will be monitored on a regular basis. Recommendations will be made for the proper treatment of any damaging pest problems. Unless a price is included in monthly billings on the 'Exhibit A-Services and Prices' page, all pesticide treatments are an additional optional service. If pesticide treatments are needed, services are billed as specified on the 'Exhibit A-Services and Prices' page or as per separate bid provided by Contractor and approved by Contracting Officer.
- 3) Weeds will be controlled in shrub beds and planter areas with chemicals and hand weeding. Every effort will be made to control grasses and weeds that are growing directly in the shrubs and ground cover. However, control of these weeds and grasses is not guaranteed.
- 4) Winter pruning will be provided if a price is included in monthly billings on the 'Exhibit A-Services and Prices' page, and will include cutting of grasses and removal of old and dead canes in shrubs. Trees less than 14 feet tall will have broken or damaged limbs removed and lower limbs will be skirted where needed. No shaping of shrubs is performed during winter pruning.

C. TURF FERTILIZATION

- 1) Applications of fertilizer will be applied (frequencies noted under Basic Services) at the rate of a minimum of 1 pound of nitrogen per 1000 square feet per application. All Phase Landscape is licensed for chemical application by the State of Colorado Department of Agriculture. Contractor may also subcontract to another licensed chemical applicator for this service. In any case, Contractor will guarantee the utilization of accepted industry standards of safety in the use and application of chemicals.
- 2) Turf disease and/or insect problems will be brought to the attention of the Contracting Officer. Turf disease and/or insect treatment is NOT included in Basic Services. A separate proposal for treatment will be provided when necessary or the work will be billed on a Time and Materials basis when approved by Contracting Officer.

D. TURF BROADLEAF WEEDS

Contractor applies weed control according to industry standards. Treatment usually consists of one (1) full coverage application of pre-emergent, one (1) complete application of post-emergent, and spot spraying throughout growing season.

E. IRRIGATION MAINTENANCE

- 1) Activation of the irrigation system is accomplished in the Spring / winterization (done with use of air compressor) is accomplished in the Fall.
- 2) The irrigation system will be monitored on a regular basis during the Period of Work to ensure proper operation of the system. This is more specifically defined as the monitoring of valves for proper operation, minor adjustment of irrigation heads to insure proper coverage, and the adjustment of irrigation watering times to maintain a pleasing turf appearance. Water conservation is important and every effort will be made to regulate water consumption. Adjustments and repairs of the system due to regular wear and tear or due to vandalism or any special requests outside of the regular schedule are NOT included in Basic Services and will be billed on a Time & Material basis. Contractor will make these adjustments and repairs or will do special requests, and will bill Contracting Officer.
- 3) Contractor is responsible to repair damages caused by the Contractor, subject to all provisions in the General Terms and Conditions of the Landscape Maintenance Contract. An improperly installed system, including improperly installed irrigation heads, will NOT be the Contractor's responsibility. Such repairs or resetting of the system will be billed by the Contractor on a Time & Material basis. Contractor will NOT be responsible for damages caused by malfunctions of the irrigation system; all necessary repairs to the system will be made to bring the system up to operating condition and will be billed on a Time & Materials basis.
- 4) Contracting Officer must communicate any emergency or time sensitive irrigation issues (especially anything related to running water) to the Contractor in a timely and concrete manner (Notice). Emails, emailed work orders, voice messages, and texts are NOT timely or concrete Notice for time sensitive issues unless a quick response is received from Contractor. Contracting Officer must either receive a quick response or speak with someone from All Phase Landscape in a timely manner to ensure that Contractor knows about the issue. Contractor assumes no liability related to untimely or non-concrete notice of emergency or time sensitive issues. Emergency response = within 24 hours of Notice.
- 5) All repairs and adjustments made to the Irrigation system will be billed to the Contracting Officer and not to any third parties.

F. NO THIRD PARTY BILLING - Contractor will NOT bill third parties. Contracting Officer is responsible for payment.

G. WARRANTY - Contractor warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

PLEASE INITIAL/ date: _____ / _____

 Denver High Point at DIA Metro. District

 All Phase Landscape

Attachment I

Additional Services Available

Additional Services can be included in your landscape maintenance contract or performed upon request and acceptance of a separate proposed price. Additional Services performed by All Phase Landscape (Contractor), whether included in the scheduled monthly billings or performed and billed separately, are subject to the 'General Terms and Conditions' of the Landscape Maintenance Contract. **ONLY THE ADDITIONAL SERVICES WITH A QUOTED PRICE THAT ARE INCLUDED IN THE SCHEDULED MONTHLY BILLINGS ON THE 'EXHIBIT A-Services and Prices' PAGE WILL BE SCHEDULED BY THE CONTRACTOR.** Other additional services can be scheduled if requested and will be billed upon completion of work. All Phase Landscape will NOT bill third parties. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.

AERATION AND PROPERTY CLEAN-UPS

- * All turf areas should be aerated at least once per year with a core aerator. Plugs are left to breakdown and return nutrients to the soil. All Phase Landscape is not responsible for damage to pipe or utilities that may be buried. However, All Phase Landscape will take responsibility for damage to irrigation heads due to its aeration operations (subject to the damage provisions under Section 7 of the Landscape Maintenance Contract).
- * Spring Clean-up and/or Fall Clean-up performed to remove debris from all turf areas and accessible beds. A Fall Clean-up would be performed at some time between Oct. 15th and Dec. 23rd, depending on weather conditions and the contract Period of Work.

WINTER PROGRAM

- * A Winter Policing program includes minor trash and minor debris removal on a scheduled basis in Turf and ornamental areas (excludes parking lots and native areas), weather permitting, during the period from November 1st to March 31st (and subject to contract Period of Work).
- * Tree wrap of small deciduous trees in the Fall. Unwrap of trees in the Spring.
- * Winter Watering of turf, trees and/or shrubs during dry winter seasons.
- * All Phase Landscape is available to aid and assist in the preparation and formulation of landscape plans for the winter season and for the following year growing season.

MISCELLANEOUS ADDITIONAL SERVICES

- * All Phase Landscape is available for miscellaneous additional services such as: landscape & irrigation installation, application of a wetting agent, hardscaping projects, site development, install of rain or moisture sensors, mapping irrigation systems, install of remote controller upgrades to controllers, or any other service that can be successfully undertaken for the benefit of our clients. Backflow testing can be requested. In order to schedule a backflow test, Contractor must be provided the backflow test due letter from the City or Water Dept. in a timely manner (at least 2 weeks prior to due date). Contractor assumes NO liability whatsoever due to untimely test requests.

Rates for Time & Materials work (Equipment rates include Operator) **

Job Tech. (labor)	\$50.00 per/hr.	String Trimmer	\$59.00 per/hr.
Job Foreman	\$66.00 per/hr.	Mower	\$81.00 per/hr.
Irrigation Technician	\$71.00 per/hr.	Hand Tiller	\$66.00 per/hr.
Irrigation Technician:		Brush Hog (6' mower)	\$87.00 per/hr.
Emergency Repair	\$121.00 per/hr.	Batwing Mower	\$150.00 per/hr.
(portal to portal, response within 24 hours)		Skid Steer	\$72.00 per/hr.
Account Mgr./ Project. Mgr.	\$99.00 per/hr.	Backhoe	\$138.00 per/hr.
Director	\$146.00 per/hr.	Trencher - small	\$88.00 per/hr.
Executive	\$174.00 per/hr.	Grading Tractor (small)	\$99.00 per/hr.
Spray Technician	\$70.00 per/hr.	1 1/2 - 2 Yard Loader	\$110.00 per/hr.
Water Truck	\$72.00 per/hr.	2 1/2 - 3 Yard Loader	\$225.00 per/hr.
Pick up Truck (1 ton)	\$84.00 per/hr.	2 Ton Flat Bed Dump	\$84.00 per/hr.
Backflow test (repairs needed to pass backflow are not included in test price) = \$150.00 per backflow			

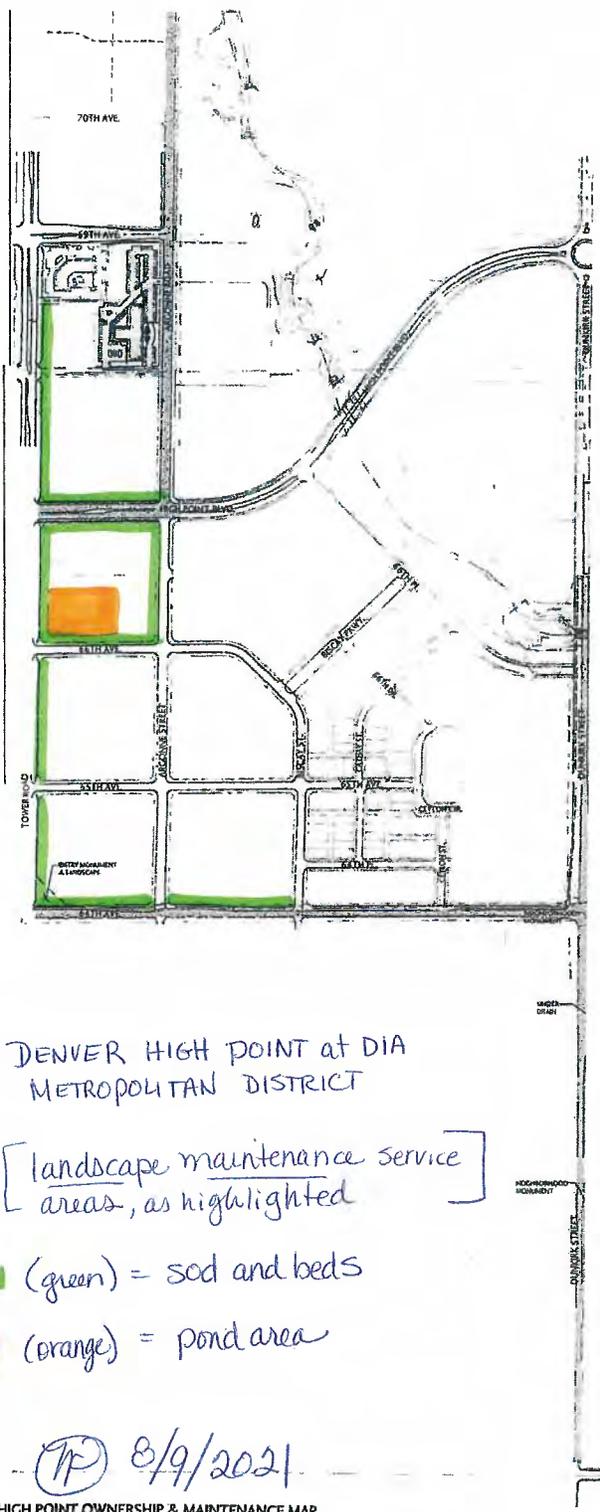
** All rates above are for labor and are hourly and based on 40 hours for the work week. Any work over the 40 hrs of All Phase Landscape payroll for any employee or subcontractor or work done on Holidays will be billed at 1 ½ times the normal rate. Services performed "after hours" will also be billed at 1 ½ times the normal rate (with the exception of emergency irrigation repair which is billed as stated above). "After hours" rates apply to any service requested to be done on weekends or service that is done between the hours of 6:00 pm and 7:00 am on any week day. "After hours" work requests should only be made to prevent damage to persons or property, or to stop continuously running water. Material rates are not included in labor rates and are determined at time of service. The minimum charge for "Time and Materials" work is 1 three-man crew hour (\$166.00), plus materials. Rates are also available for other equipment that is not listed. Contractor will NOT invoice third parties.

Contractor WARRANTS all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

Snow moving services are not provided for under this contract. A separate Snow Moving Agreement proposal may be provided upon request, subject to the discretion of the Contractor.

PLEASE INITIAL/ date: / /

X Denver High Point at DIA Metro. District All Phase Landscape



DENVER HIGH POINT at DIA
METROPOLITAN DISTRICT

[landscape maintenance service
areas, as highlighted]

- (green) = sod and beds
- (orange) = pond area

(77) 8/9/2021

HIGH POINT OWNERSHIP & MAINTENANCE MAP

OWNERSHIP & MAINTENANCE LEGEND

- CITY & COUNTY OF DENVER/CITY & COUNTY OF DENVER	- CITY OF AURORA/CITY OF AURORA
- CITY & COUNTY OF DENVER/METRO DISTRICT	- CITY & COUNTY OF DENVER/AIR
- HOME OWNER/HOME OWNER	- MASTER ASSOC./MASTER ASSOC.
- UNUSUAL	- CITY OF AURORA/CITY OF AURORA
- METRO DISTRICT/METRO DISTRICT	- CITY OF AURORA/METRO DISTRICT

- COMMERCIAL SCHOOL PROPERTY	- METRO DISTRICT TRACT
- TEMPORARY SCHOOL SITE	- MASTER ASSOCIATION TRACT
- METRO DISTRICT/SCHULTZ 1YR. MAINTENANCE	

- SHUT 3 RAIL FENCE	 SCALE: 1"=200'
- BLOCK WALL	
- UNDER DRAIN	
- RETAINING WALL	
- NEW/REMOVAL DN WALKS	

EXHIBIT C
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and

the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

EXHIBIT D
LIMITED LIABILITY WARRANTY

The Consultant warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or specific date of install (the "warranty period"), provided that all applicable plants and materials have been properly maintained by the District or its representative(s) or managing agent(s) during the one (1) year warranty period. Materials furnished and services (work) performed will be free from defects not inherent in the quality required or permitted, will be of good quality and materials will be new unless otherwise required or permitted by contract. This warranty excludes any remedy for damages or defects caused by ordinary wear and tear, improper or insufficient maintenance, insufficient inspections, abuse, vandalism, Acts of God, negligence (active or passive) of the District or its representative(s) or managing agent(s) or others, any claim not directly attributable to the Consultant's work or materials, delay in notification to the Consultant, or modifications performed by others. All implied warranties and/or express warranties will not extend beyond the one (1) year warranty period. THIS WARRANTY IS PROVIDED IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE CONSULTANT.

Written notice of warranty issues must be received by the Consultant before the end of the one (1) year warranty period. If the Consultant receives such written notice before the end of the one (1) year warranty period, the Consultant shall review and, upon determination of validity of warranty issue, the Consultant shall have first right to repair/replace any defective plants, material, or work and shall have thirty (30) days to commence the repair/replacement of such defective plants, material, or work. During the one (1) year warranty period, if the Consultant is not notified in writing of any defect in the plants, materials and/or work and/or the Consultant is not given thirty (30) days to commence the repair/replacement of said defect, then the Consultant will not be required to repair and/or replace defective plants, materials and/or work and NO claim for breach of warranty will be brought against the Consultant.

If the parties cannot resolve a disagreement regarding a warranty issue, parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled as per the following process: a) parties will make every effort to meet and resolve the issue between themselves, b) if unable to resolve in meeting between themselves, then by non-binding mediation, c) if unable to resolve by non-binding mediation, then by binding arbitration. The decision to enter into such arbitration shall be initiated by either party of this Agreement. The substantially prevailing party in any litigation shall be awarded their attorney fees and any reasonable costs incurred in the court proceeding or litigation.

This represents in its entirety the Consultant's warranty and in regards to warranty related issues, no other representations, agreements, or warranties, other than what is written in this Limited Liability Warranty, are applicable.

RESOLUTION NO. 2022-03-_____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14
REGARDING CONTINUING DISCLOSURE POLICIES AND PROCEDURES**

A. The Colorado International Center Metropolitan District No. 14, Denver, Colorado (the “**District**”) has entered into the continuing disclosure undertaking(s) set forth in **Exhibit A** attached hereto (referred to collectively herein, whether one or more than one, the “**Continuing Disclosure Undertaking**”).

B. The Board of Directors of the District (the “**Board**”) desires to adopt policies and procedures in an effort to ensure compliance by the District with its obligations set forth in the Continuing Disclosure Undertaking (the “**Continuing Disclosure Policy**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT. 14, CITY AND COUNTY OF DENVER, COLORADO:

1. The Continuing Disclosure Policy, as hereby approved, adopted and made a part of the public records of the District, shall be to impose the procedures set forth in **Exhibit B** attached hereto (the “**Compliance Procedures**”).

2. The Board hereby delegates the tasks and responsibilities set forth in the Compliance Procedures to the responsible parties as set forth therein.

3. The Continuing Disclosure Policy is intended to supplement any previous post-issuance compliance procedures that may have been adopted by the District and any procedures evidenced in writing by any Official Statement or continuing disclosure undertaking heretofore or hereafter issued, entered into or executed and delivered by the District or on its behalf.

4. The Board may revise the Continuing Disclosure Policy from time to time as the Board deems necessary or desirable to comply with federal and state securities laws or otherwise as the Board may determine in its sole discretion.

5. Prior to the engagement of the responsible parties listed in the Compliance Procedure, and other consultants as may be applicable with respect to the Continuing Disclosure Undertaking, such responsible parties and consultants shall be required to review and comply with the Continuing Disclosure Policy, including, without limitation, the responsibilities set forth in the Compliance Procedures.

6. Within thirty (30) days, or earlier if necessary, of entering into any new continuing disclosure undertaking and/or with respect to any changes or modifications to the Continuing Disclosure Undertaking, the responsible parties and consultants shall meet with bond counsel and disclosure counsel to review the continuing disclosure compliance requirements and develop a process for compliance with respect to such new and/or changed continuing disclosure undertaking.

RESOLUTION APPROVED AND ADOPTED on March 28, 2022.

**COLORADO INTERNATIONAL
CENTER METROPOLITAN DISTRICT
NO. 14**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Continuing Disclosure Undertaking

EXHIBIT B

Compliance Procedure

Colorado International Center Metropolitan District No. 14, City and County of Denver,
 Colorado (“**CIC No. 14**”)
 \$31,508,000 Subordinate Limited Tax General Obligation Bonds, Series 2022

Subject to SEC Rule 15c2-12: NO

FINANCIAL DISCLOSURES	
Submittal Date to Trustee	Required Documentation Prepared By:
<p>Quarterly Reports</p> <ul style="list-style-type: none"> • May 5 • August 5 • November 5 • February 5 <p>commencing with the Quarterly Report due May 5, 2022 (for the quarter ending March 31, 2022)</p>	<p>Section 1 of the Quarterly Report: ACM High Point VI LLC (“Developer”) to provide the following to Special District Management Services, Inc. (“Manager”) at least thirty (30) days prior to submittal date:</p> <ul style="list-style-type: none"> • Building Permits for CIC No. 14 issued since the issuance of the Bonds and during the relevant quarter. • Certificates of Occupancy for CIC No. 14 issued since the issuance of the Bonds and during the relevant quarter. • Land Sales in CIC No. 14 • Land Entitlements (zoning, platting, use approvals) granted in the relevant quarter. <p>Section 2 of the Quarterly Report: CliftonLarsonAllen LLP (“Accountant”) to provide the fund balances to the Manager on each March 31, June 30, September 30, and December 31, respectively.</p>
<p>Annual Financial Reports February 5 of each year</p>	<p>Section 1 of the Annual Report: Accountant to provide the following to Manager at least thirty (30) days prior to submittal date:</p> <ul style="list-style-type: none"> • Completed tables from the Limited Offering Memorandum concerning: the history of assessed valuations, the history of mill levies, property tax collections, the ten largest taxpayers, assessed valuations of classes of property, and selected debt ratios of the district as of the date of the Limited Offering Memorandum. • Audited Financial Statements for the previous year. • Annual budgets for the current year.

Procedure:

1. Manager will prepare first draft of the report due.
2. Manager will transmit to McGeady Becher P.C. to review and provide comment 10 days prior to the Quarterly Report date.
3. SDMS to submit report to Trustee on applicable submittal date and shall simultaneously forward a copy of the submittal to McGeady Becher P.C. at continuingdisclosure@specialdistrictlaw.com.

NOTICE OF MATERIAL EVENT		
Reporting / Submittal Deadlines	Responsible Party to Report Event of Default	Party Responsible to Notify Trustee of Event of Default
District shall cause the Trustee to provide, in a timely manner, a notice of a material event	Manager, McGeady Becher P.C., the Accountant, the Trustee, or anyone who obtains actual knowledge of the occurrence of a material event	Manager or McGeady Becher