

EBERT METROPLITAN DISTRICT

c/o Special District Solutions, Inc.
2370 Antelope Ridge Trail
Parker, CO 80138
303-662-1999

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

Regular Meeting Notice & Agenda

Board of Directors

Term Expires

Bruce Shibles, President & Co-Treasurer	May 2025
Murray Hawthorne, Treasurer	May 2025
Cynthia Barclae, Secretary	May 2025
Louis Kennedy, Assistant Secretary	May 2027
Leslie Young, Assistant Secretary	May 2027

DATE: Tuesday – December 5, 2023

TIME: 7:00 p.m.

LOCATION: Virtual via Zoom at
<https://us06web.zoom.us/j/5988306396>

or via telephone at 719-359-4580, then 598 830 6396#, or
720-707-2699, then 598 830 6396#

1. Call to Order
 - A. Roll Call of the Board of Directors / Declaration of a Quorum
 - B. Director Qualifications and Disclosures
2. Review and Approval of Agenda
3. Consent Agenda: The Consent Agenda consists of matters that occur in the normal course of business. The following items are summarized and are approved and enacted at this time by the Board of Directors in one (1) motion.
 - A. Approval of Minutes from the Regular Meeting of September 19, 2023 (enclosure)
4. Correspondence

5. Public Comment
6. Directors Items / Comments
 - A. Recall Election Update

Unfinished Business:

New Business:

7. Review and Consideration of Proposal for Web Site Platform with Streamline (enclosure)
8. Review and Consider Approval of 2024 Administrative Matters Resolution No. 2023-12-__ (enclosure)
9. Review and Consideration of Engagement Letter with CEGR Law (enclosure)
10. Review and Consideration of Engagement Letter with Special District Solutions, Inc. (enclosure)
11. Review and Consideration of Engagement Letters with Clifton Larson Allen LLP (enclosures)
12. Discuss and authorize renewal of District's Insurance and Special District Association membership for 2024.
13. Authorize District Accountant to prepare and sign the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties

Financial Items:

14. Review and Consideration of 2024 Budget
 - A. Conduct Public Hearing on the proposed 2024 Budget and consider adoption of Resolution No. 2023-12-__, Resolution to Adopt the 2024 Budget and Appropriate Sums of Money, and Resolution No. 2023-12-__, Resolution to Set Mill Levies (enclosures – Resolutions and draft budgets).
15. Consider appointment of District Accountant to prepare 2025 Budget.
16. Review of Financial Statements for the Period Ending October 31, 2023 (enclosure)
17. Review and Consideration of District Payables for the Period Ending December 5, 2023 (enclosure)

District Manager's Report:

18. District Covenant Control and Restrictions (CCR) Status Report
19. District Work Orders Status Report
20. Statutory Compliance to Special District Compliance Calendar Status Report

Other Business:

21. Executive Session: In accordance with §24-6-402(4)(b) and (e), C.R.S., Conference with the District's General Counsel for receiving answers to specific legal questions and to discuss negotiation strategy in mediation related to ongoing litigation between the Ebert Metropolitan District and the Town Center Metropolitan District.

Next Regular Meeting: Tuesday - March 26, 2024 @ 7:00 p.m.

Adjourn

DRAFT - SUBJECT TO BOARD APPROVAL

**MINUTES OF REGULAR MEETING
OF BOARD OF DIRECTORS OF
EBERT METROPOLITAN DISTRICT**

September 19, 2023

7:00 P.M.

Zoom Teleconference

A Regular Meeting of the Board of Directors of Ebert Metropolitan District, City, and County of Denver, Colorado, was called to order as shown above and in accordance with the applicable statutes of the State of Colorado, with the following directors present and acting via Zoom teleconference:

DATE: September 19, 2023, **TIME:** 7:00 PM

PLACE: Zoom Teleconference

Board of Directors	Office	Term Expiration
Bruce Shibles	President & Co-Treasurer	2025 (Elected)
Murray Hawthorne	Treasurer	2025 (Elected)
Cynthia Barclae	Secretary	2025 (Elected)
Louis Kennedy	Assistant Secretary	2027 (Elected)
VACANCY		2025

Also, present via Zoom were:

11 members of the public

Alyssa Ferreira, CLA – District Accountants

Jerry Jacobs, Timberline District Consulting, LLC – Town Center District Manager

Evan Ela, Esq. & Harley Gifford, Esq., Cockrel Ela Glesne Greher & Ruhland, P.C. – General Counsel

Kurt C. Schlegel, Special District Solutions, Inc. - District Manager

A. ADMINISTRATIVE ITEMS

- 1. Call to Order:** The Regular meeting of the Board of Directors for the Ebert Metropolitan District was called to order at 7:01 PM via Zoom teleconference.

Declaration of a Quorum: A quorum of four (4) Directors was established and declared.

Disclosure of Potential Conflicts of Interest: Mr. Schlegel stated that conflict disclosures have been filed with the Secretary of State and each Director stated they have no additional conflicts of interest to report.

2. Approval of Agenda:

Mr. Schlegel announced the notice and agenda of the Regular Meeting was posted on the District’s website and distributed to the community via email blast by Westwind Management Group at least 24 hours prior to the meeting.

Director Shibles moved that the agenda be amended to place item #8 – 60 Day Requirement to Fill Vacancies on the District’s Board of Directors before item #7 Board and that the Board approve the agenda as amended. Upon a second by Director Barclae a vote was taken, and the motion carried unanimously.

3. Consent Agenda:

Director Hawthorne moved that the Board approve the Consent Agenda consisting of the following:

- Minutes from the June 13, 2023 Regular Meeting

Upon a second by Director Shibles a vote was taken, and the motion carried unanimously.

4. Correspondence: None

5. Public Comment: Ms. Schrantz inquired as to why the appointment to fill the vacancy on the District’s Board of Directors had been delayed.

Mr. Mills stated that he does not agree that the Board should consider waiving the 60-day requirement to fill vacancies on the District’s Board of Directors.

6. Director’s Items: None

C. UNFINISHED BUSINESS

7. Discussion Regarding the 60-Day Requirement to Fill Vacancies on the District’s Board of Directors – District Bylaws

Director Shibles addressed the 60-day requirement as stated in the District bylaws and stated that the Board had not yet made an appointment to fill the vacancy on the Board of Directors and the last regular meeting of the Board took place on June 13, 2023. That being the case Director Shibles moved that the Board Waive the 60-Day Requirement to Fill the Current Vacancy on the District’s Board of Directors. Director Hawthorne seconded the motion.

Director Kennedy inquired as to why waive the requirement now. Director Hawthorne stated that the requirement triggered Board action and if not waived the Board is in conflict with the District’s bylaws. The

Directors discussed and allowed public comment regarding the motion. Ms. Davis stated that the action may be in conflict with Title 32 and Ms. Mills stated that the bylaws are not moot.

Following discussion, a vote was taken, and the motion carried with three (3) directors voting YES and one (1) Director voting NO.

8. Consideration of Appointment to Fill Vacancy on the Board of Directors

Letters of interest in appointment to fill the vacancy have been received from Mr. Kelvin Klink and Ms. Leslie Young. Mr. Klink was on the Zoom call and Ms. Young was unable to participate due to her travel schedule. The Board members asked Mr. Klink if he wished to address the Board regarding his qualifications and his interest in the position, which he did. Since Ms. Young was not in attendance Directors Barclae and Hawthorne spoke in favor of appointing Ms. Young based on her business background and experience. Following discussion Director Hawthorne moved that the Board appoint Ms. Leslie Young to fill the current vacancy on the District's Board of Directors, with that term expiring May 2025. Upon a second by Director Barclae a vote was taken, and the motion carried with three (3) Directors voting YES and one (1) Director voting NO. Mr. Schlegel stated that he will work with Legal Counsel and Ms. Young to complete the required paperwork regarding the appointment.

D. NEW BUSINESS

9. Review and Consider Approval of the 2022 Audit Report:

Ms. Ferriera presented the Independent Auditor's Report and the Draft Audit Report for the Board member's consideration. The Directors discussed and asked Ms. Ferriera a few questions regarding content and process. Attorney Ela stated that he had reviewed the 2022 Audit documents and approved as to form. Following discussion Director Kennedy moved that the Board Approve and Accept the 2022 Financial Audit as presented. Upon a second by Director Hawthorne a vote was taken, and the motion carried unanimously. Ms. Ferriera stated that the 2022 Audit will be filed with the State Auditor's office no later than September 31, 2023.

10. 2024 Worker's Compensation Coverage:

Mr. Schlegel presented an invoice for 2024 Worker's Compensation Insurance coverage for the District's Board of Directors. The District currently carries Worker's Compensation coverage however since the Directors are not employees of the District, the Board has the option to "Opt-Out" of this insurance coverage. Following discussion Director Hawthorne moved that the Board Opt-Out of Worker's Compensation Insurance Coverage beginning January 1, 2024. Upon a second by Director Shibles a vote was taken, and the motion carried unanimously.

E. FINANCIAL ITEMS

11. Review of 2022 Unaudited Financial Report & Cash Position Statement Dated July 31, 2023:

Ms. Ferriera reviewed the unaudited financial report and cash position statements thru July 31, 2023 for the Directors and answered several questions from the Directors and members of the public regarding these statements.

Director Kennedy inquired as to the amount budgeted in 2023 for transfer from the Ebert General Fund to the Town Center Metropolitan District (TCMD) services reimbursement and a budgeted Capital Reserve transfer to the TCMD. Ms. Ferriera explained the services reimbursement and stated that while the Capital Reserve transfer was budgeted, no funds have been transferred. Director Shibles moved that the Board approve the July 31, 2023 unaudited financials as presented. Upon a second by Director Hawthorne a vote was taken, and the motion carried unanimously.

12. Review of District Payables

Ms. Ferriera reviewed the payables that have been reviewed and approved since the Board's last meeting on June 13, 2023, and payables that are pending payment in September 2023. Following review Director Shibles moved that the Board ratify payments made since the last regular meeting held on June 13, 2023 in the amount of \$59,473.46, and approve September 2023 payables in the amount of \$7,131.00. Upon a second by Director Hawthorne a vote was taken, and the motion carried unanimously.

E. DISTRICT MANAGER'S REPORT

13. Westwind Covenant Compliance and Enforcement Status Report:

Mr. Schlegel provided the Directors with a report that was received from Westwind Property Management. No specifics were discussed for privacy reasons.

14. District Work Order Status Report:

Mr. Jacobs briefly reviewed the current report for the Directors and responded to several questions regarding open work orders and plans for completion.

15. Statutory Compliance:

Mr. Schlegel stated that the District is current and is in compliance with the State's Special District Compliance Calendar. The next deadline is for the submission of the 2024 Draft Budget to the District's Board of Directors on October 15, 2023.

F. REVIEW OF CHAT

A transcript of Chat Items is included with these meeting minutes.

G. Executive Session

1. Director Shibles moved that the Board enter into an Executive Session in accordance with §24-6-402(4)(b), C.R.S., for a Conference with the District's General Counsel to Receive an Update Regarding Ongoing Litigation Between the Ebert Metropolitan District and the Town Center Metropolitan District. Upon a second by Director Hawthorne a vote was taken, and the motion carried unanimously.

Members of the public were disconnected from the Zoom public session and the Board entered into Executive Session at 8:10 PM.

Following discussion, Director Shibles moved that the Board conclude the Executive Session and reconvene the public session. Upon a second by Director Hawthorne a vote was taken, and the motion carried unanimously.

The public session was reconvened at 8:25 p.m.

I. ADJOURNMENT

There was no further business to come before the Board of Directors. Upon a motion from Director Shibles, seconded by Director Kennedy and carried unanimously, the meeting adjourned at 8:27 PM.

The next Regular Meeting is scheduled for Tuesday, December 5, 2023, at 7:00 PM and shall be noticed in accordance with CRS 32-1-902 and 24-6-402, on the District's webpage <https://ebertmd.colorado.gov>

Please reach out to Westwind Management Group for questions and concerns related to Green Valley Ranch North.

Association Business Manager

April Delgado

(303) 369-1800 ext. 135 April@westwindmanagement.com

Administrative Assistant

Audrey Brown

(303) 369-1800 ext. 117 Audrey@westwindmanagement.com

CERTIFICATION CONCERNING RECORD OF
EXECUTIVE SESSION HELD ON JUNE 13, 2023

I hereby certify that it is my opinion that the discussion held during the executive session convened near the end of the regular meeting of the Board of Directors of Ebert Metropolitan District held September 19, 2023, constituted privileged attorney-client communication, and therefore no record or electronic recording was required to be kept for such executive session pursuant to Section 24-6-402, C.R.S. I further certify that myself and associate counsel Harley Gifford were in attendance by Zoom tele-video conference and participated in the discussions for the entire executive session commencing at 8:10 pm and adjourning at 8:25 pm. The privileged discussions during executive session concerned specific questions of legal counsel concerning pending litigation with Town Center Metropolitan District over violations and enforcement of the Master Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch North in accordance with Section 24-6-402(4)(b), C.R.S.

Dated this 27th day of September, 2023.

By: _____



Evan D. Ela, General Counsel
Ebert Metropolitan District

00:16:02 Laurel Mills: I agree with Louis that there is no need to waive!

00:16:42 jeffshelton: Do we have any information on the other candidate besides Ken Klink?

00:18:11 Kurt Schlegel: Candidate profile is included in the Board packet available on the District's website

00:18:19 Debra-Denver, CO: I do not support waiving the 60 day requirement. I agree with Louis. This should not be waived.

00:18:39 Al Morie: Go to Ebert's website, click on the Meeting tab, and find this evening's meeting. Click on the "Agenda" item to download the Board Packet.

00:20:54 Debra-Denver, CO: I am in agreement with Patti Davis. The motion is too early in the process and would be in violation of a state statute.

00:24:23 Debra-Denver, CO: It is against State Statute to Waive the 60 Day By-Laws.

00:55:20 Kelvin Klink: What are the 3 "SD Fee" of \$3,000 each?

01:09:50 iPadGail Bell: Please stop acquiescing to TCMD

Request	Type	Building	Created Date
7345602 - Damaged tree	Landscaping/Grounds	Town Center Metropolitan District	1/3/23
7351701 - Fence Damaged by Snow Removal	Other	Town Center Metropolitan District	1/12/23
7421313 - Repair lattice on fence	Fencing	Town Center Metropolitan District	3/13/23
7442400 - Damaged playgrounds	Other	Town Center Metropolitan District	4/13/23
7448647 - Remove tree spikes	Landscaping/Grounds	First Creek Village	4/20/23
7450768 - TCMD greenspace behind 4848 Ireland Ct.	Landscaping/Grounds	Town Center Metropolitan District	4/26/23
7450774 - Landscaping	Landscaping/Grounds	Town Center Metropolitan District	4/26/23
7452707 - Tumbleweeds	Landscaping/Grounds	Town Center Metropolitan District	5/1/23
7457848 - east side of Orleans St between 48th & 49th	Fencing	Town Center Metropolitan District	5/9/23
7457849 - 19159 E 54th Pl	Landscaping/Grounds	Town Center Sub-District 2	5/9/23
7459493 - "20059 E 48th Dr	Landscaping/Grounds	Town Center Sub-District 2	5/10/23
7461054 - 19080 E 54th	Landscaping/Grounds	Town Center Sub-District 2	5/15/23
7461056 - 19186 E 55th	Landscaping/Grounds	Town Center Sub-District 2	5/12/23
7461057 - 5255 Andes Street Fence	Fencing	Town Center Sub-District 2	5/15/23
7465510 - 20397 E 52nd ave	Irrigation	First Creek Village	5/22/23
7465511 - 20492 E 52nd ave	Irrigation	First Creek Village	5/22/23
7465516 - 17939 E 54th	Irrigation	First Creek Village	5/22/23
7467865 - 18626 E 53rd dr	Irrigation	Town Center Sub-District 5	5/25/23
7467903 - 5315 Ventura St	Landscaping/Grounds	First Creek Village	5/24/23
7469862 - 5500 Halifax St	Fencing	Town Center Metropolitan District	5/29/23
7469891 - Pooling water on district property behind home	Irrigation	Town Center Sub-District 3	5/30/23
7474637 - 17957 E 54th Ave	Landscaping/Grounds	First Creek Village	6/7/23
7474643 - 5345 Ventura St.	Landscaping/Grounds	First Creek Village	6/7/23

The only special district website platform 🙌🙌

Districts that choose Streamline as their web platform finally get to stop worrying about accessibility, compliance, and reputation risks. They get their time and control back. They get unlimited training and support. **Most importantly, they get to spend their time serving their communities... NOT wrestling with technology.**



From: Beth Justice beth@cosipa.gov
Subject: SIPA + Streamline Website Special Offer for Colorado.gov Customers
Date: October 18, 2023 at 1:58 PM
To: Kurt kurt@specialdistrictsolutions.com



Dear Kurt with Independence Commercial Metropolitan District:

I am writing today to introduce you to SIPA's new partner supplier, [Streamline](#). Streamline provides an all-encompassing website platform with accessibility tools built-in for special districts. Independence Commercial Metropolitan District has been selected for a special offer with Streamline. We ask that you make an appointment with Streamline (daelon@getstreamline.com) and/or SIPA (sharon@cosipa.gov) to further discuss this opportunity, available through December 31, 2023.

The State of Colorado passed HB21-1110 ([accessibility](#)) which will come into full effect July 1, 2024. The accessibility requirements are significant as they reach beyond basic website compliance, extending to PDF documents, closed captioning, and even regular scanning policies. Under the law, the statutory penalty for noncompliance is \$3,500 per incident. Streamline provides indemnification and legal assistance at no additional cost if a district finds itself facing issues related to compliance with the new law.

Streamline Features	SIPA - Streamline
Website Hosting Monthly cost	40% off (end of year)
Accessibility tools required by HB21-1110	✓ Included
Email newsletter	✓ Included
Existing site remediation	✓ Included
Cost of violation to district	\$0 - legal defense included

SIPA created a special offer with Streamline for Colorado special districts to receive **40% off** as an all-inclusive package and a one-time setup fee reduction. Renewal pricing will increase by no more than 10% per year after this introductory offer.

Streamline's [pricing](#) is based on your district budget.

Service	List Price	Term	SIPA Price through 12/31/2023 - (40% discount)
Core Setup	\$500.00	one time fee	Waived
Classic Set up	\$1,500.00	one time fee	Waived
Complete+ Setup	\$2,500.00	one time fee	\$500.00

Annual Hosting - Revenue \$0 to \$50 K	\$720.00	annual	\$432.00
Annual Hosting - Revenue \$50 - \$250 K	\$1,080.00	annual	\$648.00
Annual Hosting - Revenue \$250 - \$500 K	\$1,440.00	annual	\$864.00
Annual Hosting Revenue \$500 K - \$1 M	\$2,160.00	annual	\$1,296.00
Annual Hosting Revenue \$1 - \$5 M	\$4,260.00	annual	\$2,556.00
Annual Hosting - Revenue \$5 - \$10 M	\$6,420.00	annual	\$3,852.00
Annual Hosting Revenue \$10 - \$20 M	\$8,250.00	annual	\$4,950.00
Annual Hosting Revenue \$20M +	\$11,700.00	annual	\$7,020.00

There are Colorado customers on Streamline now who have reported being happy and well-served. If you would like to learn more about the platform [watch the demo](#). We are also happy to schedule a call with you.

In closing, if you choose to keep your [colorado.gov](#) website, we will ensure the platform complies with all accessibility regulations. Learn more: <https://cms.colorado.gov/>. The content is the responsibility of your organization and may require additional [tools to monitor and/or remediate](#) to ensure it is and stays in compliance.

SIPA appreciates your partnership and we look forward to continuing to serve you.

Again, please reach out with any questions or concerns. We look forward to hearing from you.

Warmest regards, Beth & Sharon

Beth Justice

Sales & Marketing

beth@cosipa.gov

O: (720) 409-5636



From: Michael Rivera michael.rivera@getstreamline.com
Subject: Re: Kurt, One year FREE of Streamline!
Date: October 19, 2023 at 12:42 PM
To: Kurt Schlegel kurt@specialdistrictsolutions.com



Hi Kurt,

I hope the week has gone well for you.

Does it make sense to have the above conversation with yourself? If not, who would be the best person to connect with at SDS regarding your clients and online ADA compliance?

I'd appreciate your help with pointing me in the right direction!

Thanks,



Michael Rivera
Associate Partner, Streamline

(916) 647-8346

www.getstreamline.com

michael.rivera@getstreamline.com

3301 C Street Suite 1000 Sacramento, CA 95816

Book a Meeting >

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Is this email not relevant to you? Click [here](#)

On Fri, Oct 6, 2023 at 11:10 AM, Michael Rivera <michael.rivera@getstreamline.com> wrote:

Hi Kurt,

I've got some really exciting news to share with you!

At the SDA of Colorado conference, our CEO made a BIG announcement, in an effort to help Special Districts adhere to the July 1st '24 deadline of HB 21-1110, he is offering one year free to all districts who sign up before the end of the year.

I know it's short notice, probably too short for you to act on, but I wanted to at least make sure you heard about it from me.

If you'd like to chat more, I can make myself available anytime this week or next. Let me know!

Best,



Michael Rivera
Associate Partner, Streamline

(916) 647-8346

www.getstreamline.com

michael.rivera@getstreamline.com

3301 C Street Suite 1000 Sacramento, CA 95816

Book a Meeting >

BOOK a Meeting >

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Is this email not relevant to you? Click [here](#)

RESOLUTION NO. 2023-12-__

**RESOLUTION OF THE BOARD OF DIRECTORS
OF EBERT METROPOLITAN DISTRICT
CONCERNING ANNUAL ADMINISTRATIVE MATTERS
2024**

WHEREAS, the Board of Directors of the Ebert Metropolitan District (the "District") is to perform certain tasks on a recurring basis in the operation of the District;

NOW, THEREFORE, BE IT RESOLVED by the Ebert Metropolitan District within the City and County of Denver, Colorado, as follows:

1. **Contact Person** - The Board of Directors of the District (the "Board") directs Legal Counsel to notify the City Council, the Assessor, the Treasurer, the Clerk and Recorder, and the Division of Local Government of the name of the Chairman of the Board, the contact person located within the District, if available, telephone number, and business address of the District on or before January 15, as required by Section 32-1-104(2), C.R.S. The Board hereby names the District Manager as the contact person within the District. District Manager contact information is posted under "Contact Us" on the Home page of the District website at ebertmd.colorado.gov. The contact person is authorized, under Section 24-10-109(3)(b), C.R.S., to accept notices of claims against the District as the District's agent and, if any such claim is received, shall promptly notify the President of the Board and the attorney for the District of such receipt.

2. **Map** - The Board directs the District Manager to prepare an accurate map as specified by the Division of Local Government for filing with the Division, the Assessor, and the Clerk and Recorder on or before January 1, as required by Section 32-1-306, C.R.S. If there have been no changes to the boundaries of the District since the filing of an accurate map, Legal Counsel may notify the above-mentioned entities in a letter that no changes have been made to the map.

3. **Budget** - The Board directs its Accountant and District Manager to submit a proposed budget to the Board by October 15; to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolution and budget message, the certification of mil levies, and any budget amendment(s) needed; to certify the mil levies on or before December 15; and to file the approved budget and amendment(s) with the proper governmental entities in accordance with the Local Government Budget Law of Colorado, Sections 29-1-101 to 29-1-115, C.R.S. If no mil levy is to be certified, such actions may be completed by December 31.

The Board directs its Accountant to set the “General Obligation Bonds and Interest” mil levy to the rate necessary to:

- 1) Pay the scheduled Yearly Debt Service Payment (per the Ebert Metropolitan District “Schedule of Debt Service Requirements to Maturity,” per column “Total All Bonds”), and
- 2) To maintain the Rate Stabilization Reserve (RSR) at \$6,636,000, and
- 3) Limit the Debt Service Fund “SURPLUS” to between \$40,000 - \$60,000. Any sum in excess of this range shall be applied to reduce the “General Obligation Bonds and Interest” mil levy for the budgeted year. [Admin Note: The intent here is to preclude excessive taxation.]

The Board directs that the Rate Stabilization Reserve shall serve exclusively to fund the shortage, if any, of the Debt Service Fund “Revenue” necessary to satisfy the scheduled Yearly Debt Service Payment in the budget year. Any withdrawal from the RSR for this purpose, shall be fully refunded the following calendar year by, if necessary, a one-time Debt Service mill levy increase for this purpose.

4. **Intergovernmental Agreements (IGA’s)** - If the District receives a written request from the Division of Local Government, the Board directs Legal Counsel to prepare and file within thirty days of such request, an informational listing of all contracts in effect with other political subdivisions, in compliance with Section 29-1-205, C.R.S.

5. **Notice to Electors (Transparency Notice)** - The Board directs that no more than sixty days prior to and not later than January 15, the District’s Legal Counsel will prepare and distribute the “Notice to Electors” pursuant to and in a manner prescribed by Section 32-1-809, C.R.S. The Board further directs that in compliance with Section 32-1-104(2), C.R.S., the Notice will be filed with the City Council, the Assessor, the Treasurer, the Clerk and Recorder, and the Division of Local Government and a copy made available for public inspection at the District's business office.

6. **Annual Securities Report** - If required, the Board directs the District's Accountant and Legal Counsel to prepare and file the annual public securities report for nonrated public securities issued by the District (if any), with the Department of Local Affairs on or before March 1, in accordance with Sections 11-58-101 to 11-58-107, C.R.S.

7. **Audit/Audit Exemption** - The Board directs that an audit of the financial statements be prepared and submitted to the Board before June 30 and further directs that the Audit be filed with the State Auditor by July 31, as required by Section 29-1-606, C.R.S. The Board further directs its District Accountant to coordinate, arrange for, and support as necessary, the annual Audit. In the event that the timetable will not be met, the auditor and the District's Auditor are directed to request extensions of time to file the audit as needed. If neither the revenues nor the expenditures for the past year exceed \$100,000, then the Board directs that a short form application for exemption from audit shall be prepared. If either revenues or expenditures are greater than \$100,000 but are less than or equal to \$750,000, then the Board directs that a long

form application for exemption from audit shall be prepared. The short form or long form application shall be submitted to the Board and then filed with the State Auditor by March 31, as required by Section 29-1-604, C.R.S.

8. **Unclaimed Property** - The Board directs Legal Counsel to prepare the Unclaimed Property Act report and forward it to the State Treasurer by November 1 if there is District property presumed abandoned and subject to custody as unclaimed property, in accordance with Section 38-13-110, C.R.S.

9. **Public Records** - The Board designates the District's Legal Counsel as the official custodian of public records as such term is used in Section 24-72-202, C.R.S. The custodian is authorized to develop such procedures as may be reasonably required for the protection and retention of such records. On behalf of the District, the custodian may charge the maximum fees allowed by law for copies, research and retrieval, development of privilege log, and such other services as are authorized by law.

10. **CORA Policy** - Pursuant to Colorado Open Records Act, Section 24-72-205, C.R.S. ("CORA"), the Board has adopted a policy concerning research and retrieval fees for public records. The Board directs Legal Counsel to update the District's Notice to Electors (Transparency Notice) with the District's CORA policy information as required by the statute.

11. **Data Privacy Policy** - Pursuant to Sections 24-73-101, et seq., C.R.S., the Board has adopted a written policy for the destruction of documents containing personal identifying information, for implementing reasonable security procedures and practices to protect personal identifying information, and for notifying Colorado residents of a security breach or possible security breach.

12. **E-mail Policy** - Pursuant to Section 24-72-204.5, C.R.S., the Board hereby adopts a written policy that District management may monitor electronic mail communications at any time, with or without cause, and further states that correspondence of any employee in the form of electronic mail may be a public record under the public records law and may be subject to public inspection under Section 24-72-203, C.R.S.

The Board further directs that when and if the District has employees, the following electronic mail policy will be in effect:

All employees of the District may have access to the District's electronic mail communications system, which access may include utilization of a District-assigned email address for use in both internal and external email communications.

Employees shall expect no right of privacy in their use of the District's electronic communications system.

Employees understand, acknowledge and agree that all communications in the form of electronic mail may be considered a public record pursuant to CORA and may be subject to public inspection pursuant to C.R.S. Section 24-72-203 of CORA.

The District reserves the right to monitor an employee's electronic mail communication(s) including, but not limited to, circumstances where the District, in its sole discretion, reasonably believes that such communication(s) may be considered a public record pursuant to C.R.S. § 24-72-203 of CORA.

13. **Fair Campaign Practices Act, Gifts and Honoraria** - The Board is reminded that in accordance with the Fair Campaign Practices Act, each Board member is required to report to, and in a manner prescribed by, the Secretary of State, report certain items received in connection with their service, such report to be filed on or before January 15, April 15, July 15, and October 15 of each year, as required by Sections 1-45-109 and 24-6-203, C.R.S. No report needs to be filed unless a director receives \$53 or more in cash or loans, or real or personal property having a value of \$53 or more. Further, the Board is reminded that in accordance with Section 24-6-203, C.R.S., if a Board member receives annual compensation from the District of more than \$2,400, then the Board member is required to file a quarterly report in the prescribed manner with the Secretary of State.

14. **Newspaper** - The Board designates the Denver Post as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in the afore-named newspaper, in accordance with Section 32-1-103(15), C.R.S. If publication in such newspaper is impossible or impracticable, then any legal newspaper published in the county may be used as an alternative.

15. **Director Compensation/FICA** - The Board of Directors of the District determines that each director shall receive compensation for services as directors, at the maximum rate allowed by law, in accordance with 32-1-902(3)(a)(I) & (II), C.R.S. The Board recognizes that the Internal Revenue Service has determined that directors of special districts are considered employees of the District and as such, must pay federal employment taxes on the compensation they receive for services performed as a director. The Board, therefore, directs the District's Accountant to withhold federal employment taxes from the amount that the directors receive in compensation and to furnish each director with an annual IRS W-2 form.

Directors, as volunteer members of the public, may be reimbursed for expenses incurred conducting District business (e.g., mileage (IRS rate) driving to & from in person meetings concerning District matters, meals, office supplies, etc. – at cost), as well as for attendance at Special District Association Annual Conferences or Seminars (e.g., SDA hotel room rate, meals, mileage, registration fees, etc.). The District authorizes up to \$1,500 for these purposes, per Director, per annum from Jan 1 thru Dec 31. Requests for reimbursement shall be accompanied by a written/printed receipt indicating vendor/supplier name and address, and which may be submitted in digital form (e.g. photo scan).

- a. **Director Qualification** - Pursuant to Section 32-1-901, C.R.S., the District determines that each present and future member of the Board shall have in the District files, with annual confirmation thereof by the District's custodian of public records, a complete and executed Certificate of Appointment (if the director is appointed), current Oath of Office and applicable Surety Bond, and that copies of each be submitted to the Division of Local Government and the District Court as necessary and as may be requested.
- b. **Officers** - The District has elected/appointed, in accordance with Section 32-1-902, C.R.S., the following officers for the District:

Name	Title
Bruce Shibles	President & Co-Treasurer
Murray Hawthorne	Treasurer
Cynthia Barclae	Secretary
Louis Kennedy	Assistant Secretary
Leslie Young	Assistant Secretary

Unless the District acts to elect/appoint new officers, or an officer resigns his or her office, such officers shall serve indefinitely.

- c. **Director Indemnification** - The Board of Directors of the District extends the current indemnification resolution to allow the resolution to continue in effect as written. In the event an indemnification resolution is not in effect, then the approval of this administrative matters resolution shall be deemed to authorize indemnification of the directors of the District when acting in good faith within the scope of their duties and in the best interests of the District, to the fullest extent allowed by law.

- d. **Designated Posting Location for the Posting of Meeting Notices** - Pursuant to Sections 24-6-402(2)(c)(I) and 32-1-903, C.R.S., the Board of Directors of the District has adopted a Resolution Concerning Online Notice of Public Meetings, which authorizes the Board to post notices of its public meetings, including specific agenda information, on the following public website: <https://www.ebertmd.colorado.gov> no less than twenty-four hours prior to the holding of the meeting. In the event the District is unable to post a notice online in exigent or emergency circumstances, such as a power outage or an interruption in internet service that prevents the public from accessing the notice online, in accordance with Section 24-6-402(2)(c)(III), C.R.S., the Board designates the following location within the District's boundaries as the official designated posting place for the posting of meeting agendas no less than twenty-four hours prior to the meeting: Green Valley Ranch Recreation Center, 4890 Argonne Way, Denver, CO.

e. **Meetings** - The Board determines to hold regular meetings on the following dates and times in 2023:

March 26, 2024 at 7:00 PM.

June 11, 2024 at 7:00 PM

September 10, 2024 at 7:00 PM

December 3, 2024 at 7:00 PM

The location of the meetings will be virtual. In addition, regular and special meeting notices shall be posted as identified above in accordance with Section 24-6-402(2)(c), C.R.S. The Board directs the District Manager to prepare notices for posting in accordance with Section 32-1-903, C.R.S. Legal Counsel shall revise the notices when the Board intends to make a final determination to issue or refund general obligation indebtedness, to consolidate the District, to dissolve the District, to file a plan for adjustment of debt under federal bankruptcy law, to enter into a private contract with a director, or not to make a scheduled bond payment.

f. **Elections** - The District Manager shall name and appoint a Designated Election Official of the Board for any elections to be held by the District unless another Designated Election Official is appointed by resolution of the Board. In accordance with Section 1-1-111(2), C.R.S., 13.5 of Title 1, C.R.S., or applicable law, the Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official and that the election shall be held and conducted in accordance with the Local Government Election Code, applicable portions of the Uniform Election Code of 1992, as amended and supplemented by Const. Colo. Art. X, Sec 20, the Current Rules and Regulations Governing Election Procedures of the Secretary of State of the State of Colorado, and Title 32, Article I, Part 8, Colorado Revised Statutes, and other relevant Colorado and federal law. Further, the Board directs the Designated Election Official to notify the Division of Local Government of the results of any election held by the District, including business address, telephone number and the contact person; and to certify the results of any election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of a municipality, in accordance with Sections 1-11-103, 32-1-104(1), and 32-1-1101.5, C.R.S.

g. **Independent Mail Ballot Elections** - The Board deems it expedient for the convenience of the electors that all regular and special elections of the District shall be conducted as an independent mail ballot election in accordance with Section 1-13.5-1101, C.R.S., unless a polling place election is deemed necessary and expressed in a separate election resolution.

h. **Notice of Indebtedness** - In accordance with C.R.S. Sections 32-1-1604 and 1101.5(1), the Board directs the District Accountant and Legal Counsel to issue notice of indebtedness to the City Council and to record such notice with the Clerk and Recorder within 30 days of incurring or authorizing of any indebtedness.

- i. **Quinquennial Findings** - If requested, the Board directs the District Accountant to prepare and file with the City Council the quinquennial finding of reasonable diligence, in accordance with Sections 32-1-1101.5(1.5) and (2), C.R.S.
- j. **Annual Report** - If requested or required, the Board directs Legal Counsel to prepare and file the special district annual report, in accordance with Section 32-1-207(3)(c), C.R.S.
- k. **Disclosure of Potential Conflict of Interest** - The Board has determined that Legal Counsel may file general conflict of interest disclosure forms, if any, provided by the directors with the Secretary of State each year, which forms may be updated on an annual basis through information the directors give to Legal Counsel. If a specific conflict arises regarding a certain transaction of the Board, the director is required to notify Legal Counsel at least five days prior to the date of the meeting so that the transactional disclosure form may be filed in a timely manner, in accordance with Sections 32-1-902(3) and 18-8-308, C.R.S. Additionally, at the beginning of every term, Legal Counsel may request that each Board member submit information regarding actual or potential conflicts of interest.
- l. **Special District Association** - If the District is currently a member of the Special District Association ("SDA"), the Board directs its Accountant to pay the annual SDA membership dues in a timely manner.
- m. **Insurance** - The Board directs the District Manager to at least annually review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained, and to ensure appropriate insurance coverage is in place.
- n. **Promissory Notes** - The District has no outstanding promissory note(s).
- o. **Outstanding General Obligation Indebtedness** - The District has the following outstanding general obligation bonds or multiple fiscal year financial obligations as of December 31, 2018: Limited Tax General Obligation Refunding Bonds, Series 2018A-1 in the amount of \$86,350,000 and Limited Tax General Obligation Refunding and Improvement Bonds, Series 2018A-2 in the amount of \$16,365,000. A current copy of each Bond's amortization schedule is included with the district's annual budget.
- p. **Continuing Disclosure** - The District Accountant shall provide continuing disclosure service if and as applicable to the bonds and other financial obligations of the District.

Workers' Compensation – In accordance with § 8-40-202(1)(a)(I)(B), C.R.S., the Board hereby waives workers' compensation coverage for individual Board members by opting that the individual Board members not be deemed employees as that term is defined in the Workers' Compensation Act of Colorado, and directs legal counsel to file statements with the Division of Workers' Compensation in the Department of Labor and Employment for the State of Colorado at least forty-five (45) days before the start of the 2024 policy year in order to effect such waiver of coverage.

- q. **PDPA** - Pursuant to the provisions of the Colorado Public Deposit Protection Act, Section 11-10.5-101, et seq., C.R.S., the Board appoints the Treasurer as the official custodian of public deposits.
- r. **Undocumented Worker Certification** - In compliance with Section 8-17.5- 101 et seq., C.R.S., the Board directs that each existing and prospective service contract entered into by the District must contain specific language regarding the prohibition of the use of illegal aliens to perform work under a public contract for services.
- s. **Inclusions/Exclusions of Property** - The Board directs Legal Counsel to handle all procedures required under the Colorado state statutes regarding the inclusion and exclusion of property into and out of the District's boundaries.
- t. **Public Disclosure Statement** - Pursuant to Section 32-1-104.8, C.R.S., the Board directs Legal Counsel to prepare and record a special district public disclosure document, including a map showing the boundaries of the District, with the Clerk and Recorder at the same time as any subsequent order or decree approving an inclusion of property into the District.
- u. **Underground Facility Locating** - If applicable, the Board directs Legal Counsel to provide accurate information regarding the boundaries of the District's service area, the type of underground facility(ies) that may be encountered within such service area, and the name, address and telephone number of a person who shall be the designated contact person for the information regarding the District's underground facilities, along with information concerning underground facilities that the District owns or operates which are not located within the designated service area to the Utility Notification Center of Colorado. The Board further authorizes the District to maintain its membership in the notification association as a "Tier 1" member, if applicable.
- v. **Recording of Conveyances of Real Property to the District** - Pursuant to Section 38-35-109.5(2), C.R.S., Legal Counsel is designated as an appropriate official to record conveyances of real property to the District within thirty days of such conveyance.
- w. **Ratification of Past Actions** - The Board members have reviewed the minutes of every meeting of the Board conducted in 2023, and the Board, being fully advised of the premises, hereby ratifies and affirms each and every action of the Board taken in 2023.
- x. **Emergency Liaison Officer** - The Board designates the President of the District, in his/her capacity as elected official for the District, as the Emergency Liaison Officer responsible for facilitating the cooperation and protection of the District in the work of disaster prevention, preparedness, response, and recovery with the Colorado Office of Emergency Management and any local disaster agencies. The Emergency Liaison Officer shall have the authority to designate such agents as (s)he shall determine appropriate to perform any and all acts necessary to facilitate the responsibilities of the Emergency Liaison Officer.

y. **Dates Herein** - All dates set forth in this Resolution shall be in 2024 unless otherwise specified.

z. **Renewal** - This Resolution shall be deemed renewed each year until terminated or a new resolution is adopted.

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RE: RESOLUTION OF THE BOARD OF DIRECTORS OF EBERT METROPOLITAN DISTRICT CONCERNING ANNUAL ADMINISTRATIVE MATTERS 2024

**RESOLUTION APPROVED AND ADOPTED ON DECEMBER 5, 2023.
EBERT METROPOLITAN DISTRICT**

BY: _____
Bruce Shibles, President

ATTEST: _____
Cynthia Barclae, Secretary



Shareholders
Paul R. Cockrel
Evan D. Ela
Linda M. Glesne
David A. Greher
Matthew P. Ruhland

Associates
Joseph W. Norris
Harley G. Gifford
Madison D. Phillips
Dakota C. Spence-Zurek

Paralegals
Micki Mills
Sarah Luetjen

October 20, 2023

ATTORNEY-CLIENT PRIVILEGED

VIA EMAIL: BNSHIBLES@COMCAST.NET

Mr. Bruce Shibles, President
Ebert Metropolitan District
20162 E. 53rd Place
Denver, Colorado 80249

Re: Engagement Letter

Dear Bruce:

We understand from prior communications that the Ebert Metropolitan District (the “**Client**”) desires to continue engagement of Cockrel Ela Glesne Greher & Ruhland, a professional corporation (the “**Firm**”), as the District’s general counsel in accordance with Section 32-1-1001(1)(i), C.R.S., effective January 1, 2024, for matters as further described below. This Engagement Letter is intended to outline the terms governing our representation of the Client.

1. Scope of Services.

The Firm will advise the Client on all special district matters referred to the Firm by the Client. We will take our direction from the Board of Directors (the “**Board**”) and the President and/or Secretary of the Board, or such other person or committee as is designated by the Board to be its representative for purposes of communication with the Firm in particular matters. Except as discussed below, we do not represent (i) any person or entity (except the Client itself); (ii) individual members of the Board; (iii) employees or agents of the Client; or (iv) any landowner, developer or other person within the Client’s boundaries (collectively, the “**Other Persons**”), and all services are provided only for the benefit of the Client and not for the Other Persons. The Firm owes professional responsibilities only to the Client itself. In all matters involving the Client and Other Persons, such Other Persons should retain their own legal counsel. Further, although we take our direction from the Board, we ultimately represent only the interests of the Client as a governmental entity under Colorado law.

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2. Potential Conflicts of Interest.

The Firm may represent other parties whose boundaries may overlap or be adjacent to those of the Client, or which may operate in the same region as the Client. As of the date of this Engagement Agreement, we do not represent any overlapping or adjacent clients. As a general matter, we do not believe that such representations materially limit or adversely affect our ability to represent the Client even though such representations may be characterized as adverse under the Colorado Rules of Professional Conduct. During our representation, we will not represent any other party in any matter in which the Client is adverse.

Although we do not believe a conflict of interest currently exists between the Client and any other entity that the Firm represents, your approval of this Engagement Letter represents your consent to, and waiver of, such potential conflicts of interest after they become apparent. If a dispute were to arise between the Client and any other entity represented by the Firm, the Firm would likely be unable to represent the Client or the other entity in such matter. In such circumstance, the Firm would assist the Client in obtaining alternative counsel free of such conflict.

3. Designation of Attorney and Assistants.

I, Evan D. Ela, a Partner in the Firm, am designated as the attorney primarily responsible for the legal services rendered to the Client. Other qualified attorneys and paralegals may perform services for the Client under my supervision in order to most effectively provide a particular service or to minimize costs.

4. Compensation.

The Firm shall provide to the Client a monthly billing statement detailing the services rendered and the amount of time spent in performance thereof. The Client shall pay for the total time of all attorneys, paralegals and clerks at the current rates in effect for the services rendered.

Clerical services are not routinely billed to the Client, but out-of-the-ordinary use of a clerical person's time may be billed in the Firm's reasonable discretion. Paralegals and law clerks are utilized when their skills are commensurate with a particular project, so as to minimize the costs billed to the Client. The Firm supervises the work product of associates, paralegals and law clerks.

The Client shall pay for Services within thirty days of the date of the billing statement. The Firm will not be obligated to perform any Services if payment of fees is sixty days past due, and interest may be accrued on any past due balance at a rate not to exceed 12 percent. Further, in such instance, the Client will not object to the Firm's withdrawal as counsel of record in any matter before any court, and the Client will execute such documents as necessary to facilitate the Firm's withdrawal.

The Firm's 2024 billing rates are listed in the attachment hereto. Such rates are subject to adjustment, normally on an annual basis, but not by more than ten percent collectively at any time without written notice.



5. Expenses.

Expenses for which the Firm will or will not receive reimbursement are as follows, along with the rates for such reimbursement:

(a) Mileage.

No charge, unless lengthy travel distance, and then at IRS allowed mileage rates or at actual costs without mark-up, as appropriate.

(b) Out-of-Town Travel.

Expenses at cost without mark-up. Travel time by attorneys and staff will be billed at current billing rates. Trips will be coordinated with other clients, to the extent possible, to minimize travel costs.

(c) Long-Distance Telephone Service.

No charge, unless actual costs are incurred or unusual circumstances exist – such as lengthy time, multiple parties, video conferencing, or teleconferencing.

(d) Computer Expenses.

No charge, except for computer research, Lexis/Nexis or other special costs; billed at actual cost without mark-up.

(e) Photocopies.

No charge for in-house copying, unless large volume of copying. Outside copying and printing billed at actual cost without mark-up.

(f) Postage.

No charge for usual first-class mailings, such as mailings to the Client, courts, counsel of record and other consultants. Mass mailings, such as election notices, and overnight and special delivery mailings billed at actual cost without mark-up.

(g) Facsimile.

No charge.

(h) Couriers.

Courier service will be used on an as-needed basis with the actual cost billed to the Client without mark-up.

(i) Other Reimbursables.

Other reimbursables include our payment of filing fees, costs for service of process and related expenses, expert witness fees (only as pre-authorized by the Client), court reporter



fees for transcript of testimony, court reporter appearance fees, county clerk and recorder's fees for recording of documents, title company's fees for reports of title, publication fees, election materials and other necessary expenses related to the scope of services. All such reimbursables will be billed to the Client, at cost, without mark-up.

(j) Other Expenses.

Certain services and expenses not otherwise documented herein (e.g. private investigator, special counsel, etc.) may be incurred under certain circumstances. To the extent that such services are required, the Firm will first obtain authorization from the Client before incurring such costs. As such expenses are incurred, they will be billed to the Client at cost without mark-up.

It is understood that the Client is not responsible for any general secretarial support or general office expenses of the Firm.

6. Communications between Firm and Client.

Written, electronic, and oral communication between the Firm and the Client on the Client's matters shall be made using all current forms of technology, including mail, express courier, courier, fax, email, land-based telephone, cellular telephone, video conferencing, and other electronic means of communication as such technology becomes available. The security of such means of communication, particularly electronic means such as fax, e-mail, video conferencing, and cellular telephone cannot be guaranteed or warranted to any degree, and therefore a risk exists that such communications and attendant privileges such as the attorney-client privilege may be compromised or waived if a communication is inadvertently received or otherwise obtained by persons other than the Client. If the Client desires to avoid the risk of inadvertent disclosure or a security breach by any particular means of such communication, the Client must contact the responsible attorney at the Firm and instruct such person as to any unacceptable means of communication for Client matters.

7. Disclaimer of Warranties.

There can be no warranties as to the success of any matter undertaken by the Firm in the representation of the Client. All expressions made by the Firm relative thereto are solely matters of the Firm's professional opinion.

8. Power of Attorney to Execute Documents.

The Client grants to the Firm the power, but not the obligation, to execute documents connected with the representation of the Client, which have been generally approved by the Client, including pleadings, applications, protests, filings, certain commercial papers, settlement agreements and releases, verifications, dismissals, orders, and all other documents associated with the services provided hereunder.



9. Document Retention/Destruction.

The Client is advised that the files created and compiled by the Firm for work on Client matters, including notes, correspondence, pleadings, research and any other documents prepared by the Firm, will not be retained indefinitely. Upon Client request, we will return Client files to the Client or its designee once a matter is concluded, so long as the Client has paid all fees and costs owed to the Firm and reasonably necessary to transfer such files. We may retain copies of all or any portion of the Client’s file duplicated at our expense. If the Client does not request its files, we will keep the files and information therein for a minimum of thirty days after the conclusion or termination of representation, after which we may retain, destroy or otherwise dispose of them as we deem appropriate. **The Firm generally keeps Client records electronically. As a general matter, once documents are part of our electronic records, we will destroy all paper documents provided to us unless the Client provides express written instructions otherwise.** Notwithstanding the foregoing, we will not destroy (i) original documents entrusted to us for continued representation as part of our services; and (ii) any documents that the Client is obligated by law to retain.

10. Entire Agreement.

The terms herein represent the entire agreement of the parties concerning the representation of the Client by the Firm. The agreement represented by this Engagement Letter may not be amended or modified except in writing and signed by both parties hereto.

11. Term.

The agreement represented by this Engagement Letter shall remain in effect until terminated by written notice of either party.

**Cockrel Ela Glesne Greher & Ruhland,
a Professional Corporation**

Ebert Metropolitan District

By: **Evan D. Ela**

President

cc: Kurt Schlegel, District Manager
Special District Solutions, Inc.



2024 STANDARD RATES

BILLER	RANGE
Shareholder	\$410 - \$545
Associate	\$265 - \$355
Paralegal	\$145 - \$280



October 24, 2023

Mr. Bruce Shibles
c/o Ebert Metropolitan District
3051 W. 105th Avenue
Unit #351929
Westminster, CO 80031

Sent via email to: bnshibles@comcast.net

Re: Proposal for the Provision of Professional Management and Administrative Services for the Ebert Metropolitan District.

We appreciate this opportunity to provide you with our proposal for the provision of professional services for the Ebert Metropolitan District. We will successfully work with the District's staff to carry out your directions and will work with the District's Counsel and consultants to provide the best service possible to the District.

Kurt Schlegel will serve as the District's Manager and will be responsible for the District's daily business affairs, including coordination between the District's consultants and service providers, prepare for and attend all Board meetings, work with the District's Attorney on legal matters, and ensure compliance with all State and local regulations. Support staff will be used as appropriate for administrative tasks to enhance the level of customer service provided while minimizing expense to the District. My biography is included as Attachment #1.

A list of professional references that can be queried regarding the quality of the services we provide, and our qualifications is included as Attachment #2 to this proposal.

Services to be provided include, but may not be limited to, the following:

District Administration and Management

- Provide exceptional customer service to the Board of Directors, residents, and taxpayers of the District
- Serve as the District's Custodian of Records and maintain all District files and records
- Implement all Board decisions and keep the Directors informed regarding all District matters
- Coordination of all regular and special Board of Director meetings including but not limited to the following;
 - Prepare, file, publish, and/or post all required legal notices
 - Prepare and distribute meeting agendas and Board Packets
 - Attend all Board meetings
 - Develop, publish, and archive meeting minutes from all Board meetings
- Manage the District's budget(s) at the direction of the Board of Directors
- Maintain District memberships and insurance coverages as required
- Complete and submit/post all required filings and notices to ensure the District's compliance with State Statutes and local requirements
- Serve as the Point of Contact for District business matters including contracts and agreements
- Track progress, monitor status, and manage projects as assigned
- Coordinate and consult with the District's legal counsel as needed
- Coordinate activities and services provided with the District's consultants, contractors, etc.
- Maintain current correspondence distribution lists for individuals and organizations associated with the District
- Represent the District and coordinate with other local governments, the State government, and other public and private organizations as directed by the Board
- Administer the District's rules and regulations and coordinate the regular update/revision of this and other guidance documents
- Maintain the District's website

Special Projects

Special Projects are any services performed, in addition to the standard services previously listed, at the direction of the Board and may include but are not limited to the following:

- Assist with and / or coordinate District elections as required by Colorado State Law
- Coordinate or supervise capital improvement planning and projects
- Other projects deemed necessary by the Board of Directors, not included in the scope of services listed in this proposal

Our services will be billed on a time and materials basis, in 1/10th hour increments, in accordance with our 2024 Rate Sheet included as Attachment #3, and the District will be invoiced on a monthly basis. Monthly expenses to the District for administrative,

management, and accounting services will be dependent on the number of meetings, complexity of services required / provided, etc.

If you agree with the terms of this proposal, please indicate your acceptance below.

Sincerely,

Kurt C. Schlegel

President
303-662-1999 x-1 (o)
303-522-2426 (c)
Kurt@SpecialDistrictSolutions.com

APPROVED & ACCEPTED this _____ day of _____, 2023

EBERT METROPOLITAN DISTRICT

By: _____

Title: _____

ATTACHMENT - 1

Kurt C. Schlegel – President

Kurt's strengths include leadership, problem solving, and management. Detail oriented and has been active in local and state government roles, including Special Districts, since 1981. He has worked with both municipal and county governments in a variety of positions and recently completed a single term in office as an elected Commissioner in Elbert County, Colorado in 2015. Kurt is also a Director with the Elkhorn Ranch Metropolitan District #1 and has been in this leadership role since 2006.

Retired United States Marine Corps Officer and alumnus of the Leadership Program of the Rockies - Class of 2011. Organized and led his own Consulting firm (2000 through 2015) after retiring from the Aurora Fire Department as a Battalion / Division Chief. Kurt's abilities include facilitating disparate groups of individuals to develop mutually beneficial business, operations, and response plans; conducting / leading governmental and business meetings efficiently and effectively to achieve desired outcomes.

Kurt's Career Experience Highlights include:

- ✓ Senior District/Association Manager responsible for daily administration of District and Association business affairs, annual budget development, review of District and Association accounting, facilitation of Board of Directors' meetings, and compliance with all State and local regulations and requirements
- ✓ Elbert County, CO Commissioner from January 2011 through January 2015
- ✓ Developed and maintained annual operating budgets for City government, Elbert County, and various Special Districts & Associations
- ✓ Testified on numerous occasions before the State Legislature, Joint Budget Committee, etc. regarding legislative proposals affecting Special Districts and the Public Safety community
- ✓ Small Business Owner and Operator specializing in development of Continuity of Operations Planning; public safety and emergency medical services management; fire service management; development of metropolitan medical response system and interoperable public safety communications plans; and development of Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA) emergency response plans.
- ✓ Led teams of professionals to develop and implement Continuity of Operations (COOP) and Continuity of Government (COG) Plans
- ✓ Retired United States Marine Corps Warrant Officer III
- ✓ Retired Aurora Fire Fighter and Paramedic with 20 years of experience

ATTACHMENT #2

REFERENCES

Perry Park Metropolitan District
Mr. Christian Warren – Board President
chris.warren@perrypark.org

Waterview I Metropolitan District
Ms. Hollie Arrington – Board President
hmhyde5960@outlook.com

Mead Western Meadows Metropolitan District
Mr. Rick Severns – Board President
dscj5@yahoo.com

Ritiro Metropolitan District
Mr. James Marshall
jim@mglinvestments.com

Weld County Industrial Park Association
Mr. Mark Goldstein – Association President
970-231-6389
mark@geiresources.com

Union Colony Industrial Park Association
Mr. Warren Walker – Association President
970-475-3307
wwalker@dfamilk.com

Independence Metropolitan Districts
Mr. Tim Craft – Board President
303-601-5188
tim@craftcompanies.com

Chatfield South Water District
Ms. Donna Fleischer – Board President
303-795-4630
dj3fle@gmail.com

ATTACHMENT - 3

SPECIAL DISTRICT SOLUTIONS, INC.

2024 RATE SHEET

Per Hour Charges

District Consulting, Management, & Administration:

Principal & Managers	\$160.00
Assistant Managers & District Administrators	\$ 90.00 - \$110.00
Administrative Support Personnel	\$ 60.00 - \$ 90.00

Finance & Accounting:

Professional Accountants	\$160.00
Assistant Accountants	\$ 90.00 - \$110.00
Accounting Administration	\$ 60.00 - \$ 90.00

- All services will be billed on a time and materials basis, in 1/10th hour increments.
- Expenses incurred will be charged at actual invoice cost / expense.
- Photocopies will be charged at a cost of \$0.10 per page for black and white and \$0.25 per page for color.



Special Districts Master Services Agreement

Town Center Metro District
8390 E. Crescent Pkwy., Ste.300, Greenwood Village, CO, 80111
MSA Date: October 15, 2023

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Town Center Metro District (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

Scope of professional services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

Board of director responsibilities

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate

the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services. CLA and the district agree that the foregoing sentence is not intended and shall not be construed to be a limitation of liability for the benefit of CLA nor an exculpatory clause for the benefit of CLA. CLA is and will remain liable to the district for CLA's negligence and gross negligence in the work that it performs under this MSA or under any SOW.

Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

Other Fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

Limitation of remedies

Each party agrees that in no event shall the other party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

CLA shall be authorized to the following cash access services:

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
 - Paper checks – we will prepare the checks for your approval and wet ink signature
 - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments
 - ACH/Wire – we will use this method as needed/as requested, with your approval

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above
- Take deposits to the bank that include cash
- If applicable, have access to cash-in-kind assets, such as coupons
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function

Board of Directors' responsibilities relevant to CLA's access to your cash

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments
- Approve all new vendors and customers added to the accounting system
- Approve non-recurring wires to external parties
- Pre-approve for recurring wires, then board of directors will ratify approval
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid

- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations

Other provisions

Except as expressly permitted by the “Consent” section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A.** Workers’ Compensation Insurance
- B.** Commercial General Liability Insurance
- C.** Commercial Automobile Liability Insurance
- D.** General Professional Liability
- E.** Network Security (Cyber) Liability Insurance
- F.** Excess/Umbrella Liability Coverage

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership,

or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

Annual Appropriation and Budget

The district does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this MSA shall be construed or interpreted as a delegation of governmental powers by the district, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the district or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

Governmental Immunity

Nothing in this MSA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the district, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the district and, in particular, governmental immunity afforded or available to the district pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

No Third-Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

Personal Identifying Information

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. “Personal Identifying Information” means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver’s license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

CLA agrees to report within twenty-four (24) hours to the district’s board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA “Data Security Incident” is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Town Center Metro District information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Colorado law requires special districts to maintain websites and further requires that certain documents which may be prepared by CLA to be uploaded to those websites. CLA specifically acknowledges and agrees that the district may upload to its website any documents prepared by CLA for the district and further, that those documents may be used in public meetings hosted by or to which the district is a party.

Counterpart Execution

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Electronic Signatures

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

MSA Modification

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

Termination of MSA

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Shelby Clymer
Principal
303-265-7812
shelby.clymer@CLAconnect.com

Response

This MSA correctly sets forth the understanding of Town Center Metro District and is accepted by:

CLA
CliftonLarsonAllen LLP

Shelby Clymer

Shelby Clymer, Principal

SIGNED 11/21/2023, 2:26:35 PM MST

Client
Town Center Metro District

SIGN:

Brandon Wyszynski, President

DATE:

Multiple Entities

CLA Client ID	Entity Name
A510001	Ebert Metro District
A192885	Town Center Metro District Subdistrict No. 1
A192883	Town Center Metro District Subdistrict No. 2
A192882	Town Center Metro District Subdistrict No. 3
A192881	Town Center Metro District Subdistrict No. 4
A182297	Town Center Metro District Subdistrict No. 5
A192879	Town Center Metro District Oakcrest



Special Districts Payroll Services Statement of Work

Date: November 21, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Town Center Metro District (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of payroll services

We will provide the following payroll preparation services each pay period based on information you provide:

- Perform payroll calculations within ADP
- Facilitate ADP’s preparation of payroll checks and/or pay stubs
- Use ADP to initiate the electronic transfer of funds for employee net pay and payroll tax deposit

We will assist with the preparation of the following government forms, when applicable, for each calendar quarter-end and year-end with the understanding that ADP directly handles filing the payroll tax returns and payments:

- Form 941 – Employers Quarterly Tax Return
- State Employers Quarterly Withholding Return
- State Employers Quarterly Unemployment Return (SUTA)
- Form 940 – Employers Annual Federal Unemployment Tax Return
- All copies of required forms W-2 and W-3 – Transmittal of Tax and Wage Statements (annual)
- All necessary state forms (annual)

Our responsibility to you and limitations of the payroll services

We will prepare your federal and state (when applicable) payroll forms and tax returns.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the payroll and related returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our payroll preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our payroll preparation services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's payroll that we may not identify as a result of misrepresentations made to us by you.

If applicable, our payroll preparation services will include electronically transmitting management-approved information to taxing authorities and your financial institution to facilitate the electronic transfer of funds.

If applicable, our payroll preparation services will include transmitting management-approved federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf.

CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA or a SOW shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and to facilitate ADP's preparation of payroll tax returns. We will have no obligations with regards to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us.

Additionally, it is your responsibility to provide us with all of the information needed to facilitate ADP's preparation of payroll tax returns. We will have no obligations with regards to particular withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls and payroll tax returns.
- Review and approval of paychecks or paystubs prior to issuance, and payroll registers for each pay period prior to submission of payroll information to ADP.
- Evaluation of information used in the preparation and filing of all government forms for accuracy.

- Before submission of payroll information to ADP, review and approval of each electronic funds transfer to be initiated on your behalf for employee net pay amounts, payroll tax, withholding liabilities, and related benefit amounts.
- One-time authorization to your financial institution for it to make transfers and direct deposits in accordance with future instructions from ADP.
- One-time authorization for ADP to submit tax filings and complete electronic fund transfers on your behalf.
- Sign or approve ADP issuance of all physical and/or electronic payroll checks.

If applicable, we will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

Even if you have authorized CLA to file your employment tax returns and make your business and/or employment tax payments for you, please be aware that you are responsible for the timely filing of employment tax returns and the timely payment of business and/or employment taxes. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/state-local-wider/>.

Fees and terms

The billing rates (guaranteed through one year from 1st payroll live date) for these services are as follows:

Services performed by	Rate per hour
Payroll Analyst I	\$90-\$95
Payroll Analyst II	\$100-\$110
Senior Payroll Analyst	\$125-\$130

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees

billed.

This agreement will automatically renew for one year from the rate guarantee expiration date unless it is cancelled in writing at least 30 days prior to the expiration date or is changed by the mutual signing of a new SOW. The terms of the applicable MSA shall continue to govern this SOW if the SOW is automatically renewed.

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of services considered to be outside the scope of our engagement. We will bill you for additional services you would like us to provide at an hourly fee at periodic dates after the additional service has been performed.

- Reprocessing for corrected information provided to us subsequent to original payroll
- Preparation of non-standard reports
- Calculation of fringe benefit additions
- Processing retirement plan contribution payments
- Preparation of retirement plan and other census information
- Responding to workers compensation insurance audits
- Responding to employment verification requests
- Preparation of additional state tax registrations
- Preparation of amended payroll tax returns
- Responding to tax notices

Tax examinations

All government forms and returns are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you subject to a separate SOW. Services in connection with tax examinations are not included in our fee for preparation of your payroll returns. Our fee for such services will be billed to you separately, along with any direct costs pursuant to a separate SOW.

Record retention

You are responsible for retaining all documents, records, payroll journals, canceled checks, receipts, or other evidence in support of information and amounts reported in your payroll records and on your quarterly and calendar year-end payroll forms and tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of the payroll forms and tax returns should be retained indefinitely.

In preparing the payrolls, payroll forms, and tax returns, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of you.

Tax consulting services

This SOW also covers tax consulting services that may arise for which the entity seeks our consultation and advice, both written and oral, that are not the subject of a separate SOW. These additional services are not included in our fees for the preparation of the payroll and related federal and state forms and tax returns.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax authority rules, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for the entity's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax regulations, or to the related judicial and administrative interpretations.

Legal compliance

The entity agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the entity or the entity's business, including the accuracy and lawfulness of any reports the entity submits to any government regulator, authority, or agency. The entity also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the entity to any governmental or regulatory body, or for any insurance reimbursement in the event that the entity is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

Authority to Execute

The entity executing this SOW represents that it is duly authorized to do so and on behalf of itself and the entities listed on the Multiple Entities List.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign

below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Shelby Clymer

Principal

303-265-7812

shelby.clymer@CLAconnect.com

Response

This SOW correctly sets forth the understanding of Town Center Metro District and is accepted by:

CLA
CliftonLarsonAllen LLP

Shelby Clymer

Shelby Clymer, Principal

SIGNED 11/30/2023, 2:10:21 PM MST

Client
Town Center Metro District

SIGN:

Brandon Wyszynski, President

DATE:

Multiple Entities

CLA Client ID

Entity Name

A510001

Ebert Metro District



Special Districts Preparation Statement of Work

Date: November 21, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Town Center Metro District (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of professional services

Shelby Clymer is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed development fee records

- Process accounts payable including the preparation and issuance of checks for approval by the board of directors
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare monthly financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Review claims for reimbursement from related parties prior to the board of directors' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
 - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW

- These procedures may not satisfy district policies, procedures, and agreements' requirements
 - Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
 - Be available during the year to consult with you on any accounting matters related to the district
 - Review and approve monthly reconciliations and journal entries prepared by staff
 - Reconcile complex accounts monthly and prepare journal entries
 - Analyze financial statements and present to management and the board of directors
 - Develop and track key business metrics as requested and review periodically with the board of directors
 - Document accounting processes and procedures
 - Continue process and procedure improvement implementation
 - Report on cash flows
 - Assist with bank communications
 - Perform other non-attest services

Compilation services

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

Preparation services - financial statements

We will prepare the monthly financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services - annual

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district's auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast. References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a) Prepare monthly financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b) As requested, apply accounting and financial reporting expertise to assist you in the presentation of your monthly financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c) Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d) Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material

modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.

- e) If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f) If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another

purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement.

No assurance statements

The monthly financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: “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 if applicable, For business type activities, the Statement of Cash Flows has been omitted”.

If an audit is required, the year-end financial statements prepared for use by the district’s auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management’s responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district’s operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a) The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b) The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c) The presentation of the supplementary information.
- d) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e) The prevention and detection of fraud.
- f) To ensure that the entity complies with the laws and regulations applicable to its activities.
- g) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h) To provide us with the following:
 - i) Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
 - ii) Additional information that may be requested for the purpose of the engagement.
 - iii) Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the board treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fees and terms

Billing rates guaranteed through **December 31, 2024**:

Services performed by	Rate per hour
Principal	\$300-\$600
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$290
Senior	\$150-\$220
Staff	\$130-\$190
Administrative Support	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

Use of financial statements, the annual budget, the Application for Exemption from Audit

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial

statements should not be relied on or distributed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the “Act”). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Authority to Execute

The entity executing this SOW represents that it is duly authorized to do so and on behalf of itself and the entities listed on the Multiple Entities List.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Shelby Clymer
Principal
303-265-7812
shelby.clymer@CLAconnect.com

Response

This SOW correctly sets forth the understanding of Town Center Metro District and is accepted by:

CLA
CliftonLarsonAllen LLP

Shelby Clymer

Shelby Clymer, Principal

SIGNED 11/21/2023, 2:27:55 PM MST

Client
Town Center Metro District

SIGN:

Brandon Wyszynski, President

DATE:

Multiple Entities

CLA Client ID	Entity Name
A510001	Ebert Metro District
A192885	Town Center Metro District Subdistrict No. 1
A192883	Town Center Metro District Subdistrict No. 2
A192882	Town Center Metro District Subdistrict No. 3
A192881	Town Center Metro District Subdistrict No. 4
A182297	Town Center Metro District Subdistrict No. 5
A192879	Town Center Metro District Oakcrest

EBERT METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2024

**EBERT METROPOLITAN DISTRICT
SUMMARY
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 10/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 9,799,715	\$ 8,816,687	\$ 8,879,250	\$ 8,879,250	\$ 9,537,747
REVENUES					
Property taxes	6,916,422	7,970,726	8,114,623	8,114,623	8,348,302
Specific ownership taxes	353,009	398,530	332,243	398,692	417,415
Interest income	196,281	127,000	480,433	509,000	438,000
Conservation Trust Fund proceeds	94,445	95,000	73,011	96,000	97,000
Town Center Reimbursement for legal	120,781	175,000	93,496	120,665	245,000
Town Center Reimbursement for district management	-	-	-	-	35,000
Town Center transfer for capital replacement	-	555,000	-	-	555,000
Reimbursement for professional services related to transition matters	-	-	-	-	250,000
Total revenues	<u>7,680,938</u>	<u>9,321,256</u>	<u>9,093,806</u>	<u>9,238,980</u>	<u>10,385,717</u>
Total funds available	<u>17,480,653</u>	<u>18,137,943</u>	<u>17,973,056</u>	<u>18,118,230</u>	<u>19,923,464</u>
EXPENDITURES					
General Fund	2,741,397	2,726,000	2,610,752	2,655,152	3,752,000
Conservation Trust Fund	-	150,000	-	-	150,000
Debt Service Fund	5,858,542	5,927,000	2,361,506	5,923,906	6,087,000
Capital Reserve - Bond Proceeds - Series 2018 Fund	-	862,917	-	-	862,917
Capital Reserve - 1.000 Mill Fund	1,464	3,000	1,425	1,425	3,000
Total expenditures	<u>8,601,403</u>	<u>9,668,917</u>	<u>4,973,683</u>	<u>8,580,483</u>	<u>10,854,917</u>
Total expenditures and transfers out requiring appropriation	<u>8,601,403</u>	<u>9,668,917</u>	<u>4,973,683</u>	<u>8,580,483</u>	<u>10,854,917</u>
ENDING FUND BALANCES	<u>\$ 8,879,250</u>	<u>\$ 8,469,026</u>	<u>\$ 12,999,373</u>	<u>\$ 9,537,747</u>	<u>\$ 9,068,547</u>
EMERGENCY RESERVE	\$ 79,000	\$ 75,100	\$ 76,000	\$ 76,700	\$ 104,100
ESCROW RESERVE	166,000	166,000	166,000	166,000	166,000
AVAILABLE FOR OPERATIONS	70,970	20,569	87,907	92,270	60,420
RATE STABILIZATION RESERVE	6,636,000	6,636,000	6,636,000	6,636,000	6,636,000
SURPLUS	236,435	87,085	4,045,016	542,269	161,109
TOTAL RESERVE	<u>\$ 7,188,405</u>	<u>\$ 6,984,754</u>	<u>\$ 11,010,923</u>	<u>\$ 7,513,239</u>	<u>\$ 7,127,629</u>

No assurance provided. See summary of significant assumptions.

**EBERT METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 10/31/2023	ESTIMATED 2023	BUDGET 2024
ASSESSED VALUATION - Denver County					
Residential	\$ 128,466,330	\$ 124,364,640	\$ 124,364,640	\$ 124,364,640	\$ 148,820,947
Commercial	9,483,680	9,232,920	9,232,920	9,232,920	11,294,630
State assessed	5,461,800	4,032,500	4,032,500	4,032,500	4,269,250
Vacant land	1,818,450	769,730	769,730	769,730	236,550
Personal property	1,572,350	1,462,090	1,462,090	1,462,090	1,460,010
Certified Assessed Value	<u>\$ 146,802,610</u>	<u>\$ 139,861,880</u>	<u>\$ 139,861,880</u>	<u>\$ 139,861,880</u>	<u>\$ 166,081,387</u>
MILL LEVY					
Contractual obligation	17.000	17.000	17.000	17.000	17.000
Debt Service - 2018A-1	22.250	29.350	29.350	29.350	22.200
Debt Service - 2018A-2	4.650	6.250	6.250	6.250	5.250
Capital reserve	1.000	1.000	1.000	1.000	1.000
Total mill levy	<u>44.900</u>	<u>53.600</u>	<u>53.600</u>	<u>53.600</u>	<u>45.450</u>
PROPERTY TAXES					
Contractual obligation	\$ 2,495,644	\$ 2,377,652	\$ 2,377,652	\$ 2,377,652	\$ 2,823,384
Debt Service - 2018A-1	3,266,358	4,104,946	4,104,946	4,104,946	3,687,007
Debt Service - 2018A-2	682,632	874,137	874,137	874,137	871,927
Capital reserve	146,803	139,862	139,862	139,862	166,081
Levied property taxes	6,591,437	7,496,597	7,496,597	7,496,597	7,548,399
Adjustments to actual/rounding	(8,083)	-	131,164	131,164	-
Refunds and abatements	(555)	-	(3)	(3)	-
Budgeted property taxes	<u>\$ 6,582,799</u>	<u>\$ 7,496,597</u>	<u>\$ 7,627,758</u>	<u>\$ 7,627,758</u>	<u>\$ 7,548,399</u>
ASSESSED VALUATION - Denver County - Debt Only					
Residential/ Apartment	\$ 5,115,830	\$ 4,865,400	\$ 4,865,400	\$ 4,865,400	\$ 5,734,461
Commercial	8,611,040	9,179,150	9,179,150	9,179,150	11,539,100
Agricultural	-	-	-	-	850
State assessed	159,600	145,600	145,600	145,600	151,800
Vacant land	813,690	562,770	562,770	562,770	1,621,830
Personal property	857,340	1,401,380	1,401,380	1,401,380	1,400,670
Certified Assessed Value	<u>\$ 15,557,500</u>	<u>\$ 16,154,300</u>	<u>\$ 16,154,300</u>	<u>\$ 16,154,300</u>	<u>\$ 20,448,711</u>
MILL LEVY					
Debt Service - 2018A-1	22.250	29.350	29.350	29.350	22.200
Total mill levy	<u>22.250</u>	<u>29.350</u>	<u>29.350</u>	<u>29.350</u>	<u>22.200</u>
PROPERTY TAXES					
Debt Service - 2018A-1	\$ 346,154	\$ 474,129	\$ 474,129	\$ 474,129	\$ 453,961
Levied property taxes	346,154	474,129	474,129	474,129	453,961
Adjustments to actual/rounding	(12,531)	-	7,155	7,155	-
Refunds and abatements	-	-	5,581	5,581	-
Budgeted property taxes	<u>\$ 333,623</u>	<u>\$ 474,129</u>	<u>\$ 486,865</u>	<u>\$ 486,865</u>	<u>\$ 453,961</u>
BUDGETED PROPERTY TAXES					
General - contractual obligation	\$ 2,492,374	\$ 2,377,652	\$ 2,419,252	\$ 2,419,252	\$ 2,823,384
Debt Service	3,943,815	4,979,083	5,066,197	5,066,197	4,558,934
Debt Service - excluded area	333,623	474,129	486,865	486,865	453,961
Capital reserve	146,610	139,862	142,309	142,309	166,081
	<u>\$ 6,916,422</u>	<u>\$ 7,970,726</u>	<u>\$ 8,114,623</u>	<u>\$ 8,114,623</u>	<u>\$ 8,002,360</u>

No assurance provided. See summary of significant assumptions.

**EBERT METROPOLITAN DISTRICT
GENERAL FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 10/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 310,993	\$ 312,137	\$ 315,970	\$ 315,970	\$ 334,970
REVENUES					
Property taxes	2,492,374	2,377,652	2,419,252	2,419,252	2,823,384
Specific ownership taxes	126,389	118,880	96,029	115,235	141,169
Town Center Reimbursement for legal	120,781	175,000	93,496	120,665	245,000
Town Center Reimbursement for district management	-	-	-	-	35,000
Interest income	6,830	4,000	15,912	19,000	16,000
Reimbursement for professional services related to transition matters	-	-	-	-	250,000
Total revenues	<u>2,746,374</u>	<u>2,675,532</u>	<u>2,624,689</u>	<u>2,674,152</u>	<u>3,510,553</u>
Total funds available	<u>3,057,367</u>	<u>2,987,669</u>	<u>2,940,659</u>	<u>2,990,122</u>	<u>3,845,523</u>
EXPENDITURES					
General and administrative					
County Treasurer's fees	24,885	23,780	24,212	24,212	28,234
Services outlay - Town Center	2,595,731	2,472,752	2,493,044	2,510,275	2,936,319
Legal	69,345	120,000	92,831	120,000	200,000
Election	51,436	55,000	665	665	45,000
District management	-	-	-	-	35,000
Professional services related to transition matters	-	-	-	-	250,000
Contingency	-	54,468	-	-	20,447
Total expenditures	<u>2,741,397</u>	<u>2,726,000</u>	<u>2,610,752</u>	<u>2,655,152</u>	<u>3,515,000</u>
Total expenditures and transfers out requiring appropriation	<u>2,741,397</u>	<u>2,726,000</u>	<u>2,610,752</u>	<u>2,655,152</u>	<u>3,515,000</u>
ENDING FUND BALANCES	<u>\$ 315,970</u>	<u>\$ 261,669</u>	<u>\$ 329,907</u>	<u>\$ 334,970</u>	<u>\$ 330,523</u>
EMERGENCY RESERVE	\$ 79,000	\$ 75,100	\$ 76,000	\$ 76,700	\$ 97,000
ESCROW RESERVE	166,000	166,000	166,000	166,000	166,000
AVAILABLE FOR OPERATIONS	70,970	20,569	87,907	92,270	67,523
TOTAL RESERVE	<u>\$ 315,970</u>	<u>\$ 261,669</u>	<u>\$ 329,907</u>	<u>\$ 334,970</u>	<u>\$ 330,523</u>

No assurance provided. See summary of significant assumptions.

**EBERT METROPOLITAN DISTRICT
CONSERVATION TRUST FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 10/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 171,365	\$ 268,265	\$ 269,761	\$ 269,761	\$ 381,761
REVENUES					
Conservation Trust Fund proceeds	94,445	95,000	73,011	96,000	97,000
Interest income	3,951	3,000	13,125	16,000	18,000
Total revenues	<u>98,396</u>	<u>98,000</u>	<u>86,136</u>	<u>112,000</u>	<u>115,000</u>
Total funds available	<u>269,761</u>	<u>366,265</u>	<u>355,897</u>	<u>381,761</u>	<u>496,761</u>
EXPENDITURES					
General and administrative					
Transfer to Town Center	-	150,000	-	-	150,000
Total expenditures	<u>-</u>	<u>150,000</u>	<u>-</u>	<u>-</u>	<u>150,000</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>150,000</u>	<u>-</u>	<u>-</u>	<u>150,000</u>
ENDING FUND BALANCES	<u>\$ 269,761</u>	<u>\$ 216,265</u>	<u>\$ 355,897</u>	<u>\$ 381,761</u>	<u>\$ 346,761</u>

**EBERT METROPOLITAN DISTRICT
DEBT SERVICE FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 10/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 8,072,820	\$ 6,823,213	\$ 6,872,435	\$ 6,872,435	\$ 7,178,269
REVENUES					
Property taxes	4,277,438	5,453,212	5,553,062	5,553,062	5,012,895
Specific ownership taxes	219,185	272,660	230,565	276,678	250,645
Interest income	161,534	101,000	386,460	400,000	330,000
Total revenues	<u>4,658,157</u>	<u>5,826,872</u>	<u>6,170,087</u>	<u>6,229,740</u>	<u>5,593,540</u>
Total funds available	<u>12,730,977</u>	<u>12,650,085</u>	<u>13,042,522</u>	<u>13,102,175</u>	<u>12,771,809</u>
EXPENDITURES					
General and administrative					
County Treasurer's fees	42,742	54,532	55,606	55,606	50,129
Paying agent fees	3,500	4,000	3,500	3,500	3,500
Contingency	-	3,668	-	-	-
Debt Service					
Loan interest - 2018 A-1	3,920,000	3,871,500	1,935,750	3,871,500	3,818,500
Loan principal - 2018 A-1	970,000	1,060,000	-	1,060,000	1,250,000
Loan interest - 2018 A-2	742,300	733,300	366,650	733,300	723,300
Loan principal - 2018 A-2	180,000	200,000	-	200,000	235,000
Total expenditures	<u>5,858,542</u>	<u>5,927,000</u>	<u>2,361,506</u>	<u>5,923,906</u>	<u>6,080,429</u>
Total expenditures and transfers out requiring appropriation	<u>5,858,542</u>	<u>5,927,000</u>	<u>2,361,506</u>	<u>5,923,906</u>	<u>6,080,429</u>
ENDING FUND BALANCES	<u>\$ 6,872,435</u>	<u>\$ 6,723,085</u>	<u>\$ 10,681,016</u>	<u>\$ 7,178,269</u>	<u>\$ 6,691,380</u>
RATE STABILIZATION RESERVE	\$ 6,636,000	\$ 6,636,000	\$ 6,636,000	\$ 6,636,000	\$ 6,636,000
SURPLUS	236,435	87,085	4,045,016	542,269	55,380
TOTAL RESERVE	<u>\$ 6,872,435</u>	<u>\$ 6,723,085</u>	<u>\$ 10,681,016</u>	<u>\$ 7,178,269</u>	<u>\$ 6,691,380</u>

No assurance provided. See summary of significant assumptions.

**EBERT METROPOLITAN DISTRICT
CAPITAL PROJECTS - BOND PROCEEDS - SERIES 2018 FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 10/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 851,517	\$ 861,517	\$ 866,179	\$ 866,179	\$ 910,179
REVENUES					
Interest income	14,662	6,000	37,301	44,000	24,000
Total revenues	<u>14,662</u>	<u>6,000</u>	<u>37,301</u>	<u>44,000</u>	<u>24,000</u>
Total funds available	<u>866,179</u>	<u>867,517</u>	<u>903,480</u>	<u>910,179</u>	<u>934,179</u>
EXPENDITURES					
Capital Projects					
Capital expenditures to be approved by Ebert	-	862,917	-	-	862,917
Total expenditures	<u>-</u>	<u>862,917</u>	<u>-</u>	<u>-</u>	<u>862,917</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>862,917</u>	<u>-</u>	<u>-</u>	<u>862,917</u>
ENDING FUND BALANCES	<u>\$ 866,179</u>	<u>\$ 4,600</u>	<u>\$ 903,480</u>	<u>\$ 910,179</u>	<u>\$ 71,262</u>

No assurance provided. See summary of significant assumptions.

**EBERT METROPOLITAN DISTRICT
CAPITAL RESERVE - 1.000 MILL FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 10/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 393,020	\$ 551,555	\$ 554,905	\$ 554,905	\$ 732,568
REVENUES					
Property taxes	146,610	139,862	142,309	142,309	166,081
Specific ownership taxes	7,435	6,990	5,649	6,779	8,304
Interest income	9,304	13,000	27,635	30,000	50,000
Town Center transfer for capital replacement	-	555,000	-	-	555,000
Total revenues	<u>163,349</u>	<u>714,852</u>	<u>175,593</u>	<u>179,088</u>	<u>779,385</u>
Total funds available	<u>556,369</u>	<u>1,266,407</u>	<u>730,498</u>	<u>733,993</u>	<u>1,511,953</u>
EXPENDITURES					
General and Administrative					
County Treasurer's fees	1,464	1,399	1,425	1,425	1,661
Contingency	-	1,601	-	-	1,339
Total expenditures	<u>1,464</u>	<u>3,000</u>	<u>1,425</u>	<u>1,425</u>	<u>3,000</u>
Total expenditures and transfers out requiring appropriation	<u>1,464</u>	<u>3,000</u>	<u>1,425</u>	<u>1,425</u>	<u>3,000</u>
ENDING FUND BALANCES	<u>\$ 554,905</u>	<u>\$ 1,263,407</u>	<u>\$ 729,073</u>	<u>\$ 732,568</u>	<u>\$ 1,508,953</u>

No assurance provided. See summary of significant assumptions.

**EBERT METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Ebert Metropolitan District (District), a quasi-municipal corporation and political subdivision of the State of Colorado, was organized by order and decree of the District Court for the City and County of Denver, Colorado (City) on September 12, 1983, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates under a Service Plan approved by the City. The District's service area is located within the City.

On November 3, 1998, District voters authorized the issuance of \$90,500,000 of general obligation indebtedness. The District voters also approved a property tax revenue increase of \$1,000,000 annually to pay, in part, the District's general cost of operations and maintenance. Furthermore, the voters authorized the District to collect and expend levied taxes and any other income of the District without regard to any limitations imposed by TABOR. On November 2, 1999, District voters approved \$33,000,000 to finance costs associated with the Regional Facilities Construction Agreement. On November 7, 2000, District electors approved \$66,000,000 to finance costs associated with the Regional Facilities Construction Agreement. In addition, District electors approved \$90,000,000 of general obligation indebtedness.

The District entered into a Regional Facilities Construction Agreement (Old Agreement) with Town on December 1, 1999. Under the Old Agreement, Town is to provide capital construction and administrative services to the District. Town is to own, operate, maintain, and construct the facilities benefiting both Districts. The District will, to the extent that the District is to benefit, pay the capital and service costs of construction, operation and maintenance of such facilities. At special elections held within the District on November 2, 1999, and on November 7, 2000, the District's qualified electors approved \$33,000,000 and \$66,000,000, respectively, for a total amount of \$99,000,000, for the Old Agreement.

On April 28, 2005, the District and Town entered into a District Facilities Construction, Funding and Service Agreement (New Agreement), which replaced the Old Agreement. Under the New Agreement, the obligations of the District and Town remain essentially the same. In addition, Town may draw against the District's project funds without further need of the District's consent, to pay the capital costs expected to be paid pursuant to the New Agreement. The District also agrees to levy a minimum service levy of not less than 10 mills and not greater than 50 mills to pay the service costs expected to be paid pursuant to the New Agreement.

The District and Town entered into an Amended and Restated Facilities, Construction, Funding and Service Agreement effective January 1, 2016 (Amended Agreement). Under the Amended Agreement, the District will pay a maximum of \$21,635,477 to Town for service costs, which represents voted authorization of \$99,000,000 less all service costs paid to Town through December 31, 2015. Service costs comprise all operations, maintenance, and administration costs incurred by Town in the performance of the duties and services required by the Amended Agreement. The District agrees to levy a minimum service levy of 19 mills that may be adjusted to account for constitutional or legislative changes in computing assessed valuation of District property, provided that the levy shall never exceed 50 mills. Payments for capital costs contemplated by the Amended Agreement are to be funded from the proceeds of the District's 2016C Note.

**EBERT METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided (Continued)

The District and Town entered in to a Second Amended and Restated District Facilities Construction, Funding and Service Agreement dated effective as of November 1, 2018 (New Service Agreement). The New Service Agreement provides that the District will fund the construction of certain facilities necessary to complete the development in the District and Town will own, operate and maintain certain facilities identified therein and provide covenant enforcement and design review services for the benefit of the District. For the purposes of paying the costs incurred by Town for such purposes, the New Service Agreement further provides that the District will levy the Minimum Service Levy (a levy of not less than eighteen (18) mills against all taxable property within its boundaries, adjusted to account for constitutional and legislative changes, including new exemptions, in the manner, method or base percentage calculation for the computation of assessed values of taxable property, provided that the levy shall never exceed fifty (50) mills) until such time as the New Service Agreement is terminated or the District has paid Town the Maximum Service Amount (\$16,947,741). The Maximum Service Amount represents costs incurred by Town for operations, maintenance and administrative costs incurred by Town in the performance of its duties under the New Service Agreement. At December 31, 2023 and December 31, 2024, it is anticipated that the Maximum Service Amount due to Town will be \$5,006,915 and \$1,835,856, respectively calculated as follows:

Balance December 31, 2022	Services outlay - Town Center	Balance December 31, 2023	Services outlay - Town Center	Balance December 31, 2024
\$ 7,493,608	\$ 2,510,275	\$ 4,983,333	\$ 2,936,319	\$ 2,047,014

The New Service Agreement establishes and funds the Capital Repair and Replacement Fund (the "CRRF"). One mill of the Minimum Service Levy is to be reserved for the purpose of funding the CRRF. The amounts in the CRRF are to be used for the limited purpose of repairing, replacing and/or maintaining public improvements and for creating reserves for those purposes, all at the direction of the Board acting in its discretion. Town agrees in the New Service Agreement to, subject to funding provided by the District from the CRRF, to repair, replace and/or maintain public improvements in consultation with or as requested by the Board. Additionally, pursuant to the New Service Agreement, the District agrees to allow Town to withdraw, at the direction of the District, up to \$2,300,000 of proceeds from the District's Series 2018 A-2 bonds for funding the construction or acquisition of certain facilities (the Improvement Project).

The District has no employees, and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**EBERT METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 5% of the property taxes collected.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 5%.

Conservation Trust (Lottery Proceeds)

The District receives revenue from the State Lottery on a per capita basis ratio. The revenue is restricted for recreation purposes under state statutes.

Town Center Reimbursement

Per the New Service Agreement with Town, Town Center will reimburse the District for legal costs, including election costs, and district management costs.

**EBERT METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Outlay for Town Center Metropolitan District

Per the New Service Agreement with Town, the District is to pay the capital and service costs of the construction, operation, and maintenance of the facilities being constructed by Town that will benefit the District. The District will also transfer lottery proceeds to Town to fund eligible projects.

County Treasurer's Fees

County Treasurer's fees have been computed at 1% of property tax collections.

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2018 Bonds (discussed under Debt and Leases).

Debt and Leases

On December 6, 2018, the District issued an aggregate of \$102,715,000 of General Obligation Refunding and Improvement Bonds (the 2018 Bonds) as follows: (1) \$86,350,000 General Obligation Limited Tax Refunding Bonds Series 2018A-1 and (2) \$16,365,000 General Obligation Limited Tax Refunding and Improvement Bonds Series 2018A-2; The 2018 Bonds bear interest payable on June 1 and December 1, commencing on June 1, 2019, at the rate of 4.00% – 5.00% per annum. Premium payments of \$5,553,963 and \$1,055,035, respectively, were paid on the bonds, resulting in net effective interest rates between 3.77% and 4.16%. Mandatory principal payments are due on December 1, commencing on December 1, 2019, with final payment due on December 1, 2048.

The Series 2018A-1 Bonds are limited tax general obligations of the District secured by and payable from the 2018A-1 Pledged Revenue consisting of moneys derived by the District from the following sources, net of any costs of collection: (i) the 2018A-1 Required Mill Levy; (ii) the portion of the Specific Ownership Tax which is collected as a result of imposition of the 2018A-1 Required Mill Levy; and (iii) any other legally available moneys which the District determines, in its absolute discretion, to credit to the 2018A-1 Pledged Revenue Fund. The Series 2018A-2 Bonds are limited tax general obligations of the District secured by and payable from the 2018A-2 Pledged Revenue consisting of moneys derived by the District from the following sources, net of any costs of collection: (i) the 2018A-2 Required Mill Levy; (ii) the portion of the Specific Ownership Tax which is collected as a result of imposition of the 2018A-2 Required Mill Levy; and (iii) any other legally available moneys which the District determines, in its absolute discretion, to credit to the 2018A-2 Pledged Revenue Fund.

Proceeds from the sale of the Series 2018A-1 Bonds were used to refund, pay and discharge the District's outstanding 2016A Loan and 2016B Loan in the amount of \$52,460,000 and \$37,995,000, respectively. Proceeds from the sale of the Series 2018A-2 Bonds were used to refund, pay and discharge the District's outstanding 2016C Loan in the amount of \$14,675,000 and to finance the Improvement Project in the amount of \$2,300,000. In addition, proceeds from the sale of the 2018 Bonds were used to pay the costs of issuance of the 2018 Bonds and to purchase a bond insurance policy that will secure the payment of interest and principal on the 2018 Bonds.

The District has no operating or capital leases.

**EBERT METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases (Continued)

For the 2022 budget, the District's Board of Directors determined that the anticipated December 31, 2021, debt service surplus balance of approximately \$1.4 million should be allocated in 2022 for its intended purpose. This one-time event had the effect of reducing the 2018A-1 mill levy to 22.250 mills and the 2018A-2 mill levy to 4.650 mills.

For the 2023 budget, the Board of Directors certified debt service mill levies for the 2018A-1 and 2018A-2 bonds that, together with the associated Specific Ownership Taxes and any other legally available moneys, would keep any debt service surplus to approximately \$50,000.

For the 2024 budget, the Board of Directors will certify debt service mill levies for the 2018A-1 and 2018A-2 bonds that, together with the associated Specific Ownership Taxes and any other legally available moneys, will keep any debt service surplus to approximately \$60,000. The Board of Directors has not expressed an intent to use any portion of the Rate Stabilization Reserve for the purpose of reducing any debt service mill levies. The Rate Stabilization Reserve was established expressly to ensure that the District's bond payment obligations could be met during economic periods when property tax receipts may be insufficient to make a bond payment obligation.

Intergovernmental Agreements

Agreement with Weingarten/Miller/GVR, LLC

The District has entered into a Mill Levy Cap Agreement dated as of July 10, 2002 (Mill Levy Cap Agreement) with Weingarten/Miller/GVR, LLC (Weingarten). Pursuant to the Mill Levy Cap Agreement, the District agreed to limit its debt service mill levy for all District bonds to 65 mills, subject to certain adjustments for changes in law. The current debt service mill levy cap under the mill levy cap agreement, based upon such adjustment is 82.604. Such limitation may be removed by the District at such time as the general obligation debt of the District is equal to or less than 50% of the assessed value of the taxable property in the District. The District further agreed to include terms incorporating such limitations into the documents governing its bond transactions and to provide notice to Weingarten of the District's intent to issue bonds and the proposed terms thereof. The District incorporated the Mill Levy Cap into the Indenture for the 2018 Bonds. The District provided notice of the issuance of the Bonds to Weingarten on September 20, 2018, pursuant to the Mill Levy Cap Agreement. The Mill Levy Cap Agreement does not limit the power of the District to impose or collect property taxes for administration, operation and maintenance. The Mill Levy Cap Agreement is to continue in effect until the outstanding general obligation debt of the District does not exceed 50% of the valuation of the taxable property in the District unless sooner terminated pursuant to the provisions thereof.

Inclusion Agreement

The District has entered into a Restated Inclusion Agreement dated May 30, 2008, with an effective date of December 12, 2007, with Town and C.P. Bedrock LLC (CP Bedrock), (Inclusion Agreement). Pursuant to the Inclusion Agreement, the parties set out the terms by which certain property owned by CP Bedrock has been included and will be included and excluded from the District. In addition, the District has agreed to limit its debt service mill levy in perpetuity to 65 mills, subject to certain adjustments for changes in law. The District also agreed to provide CP Bedrock with notice at least 60 days prior to issuing District bonds. The District provided CP Bedrock with notice of the issuance of the 2018 Bonds on September 20, 2018, pursuant to the Inclusion Agreement.

**EBERT METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Intergovernmental Agreements (Continued)

Inclusion Agreement (Continued)

The Inclusion Agreement established the terms upon which a portion of the proceeds of the District's 2007 Bonds were deposited into an escrow account to be released to the District as it completes certain improvements benefiting property owned by CP Bedrock that is subject to the Inclusion Agreement.

Due to the fact that the property that is the subject of the Inclusion Agreement is not subject to a potential general fund mill levy of the District, the Inclusion Agreement allows the District to impose a General Fund Fee (General Fund Fee) in order for the District to pay certain operations and maintenance expenses related to the property contained in the property subject to the Inclusion Agreement. The amount of the General Fund Fee is generally calculated in the same manner as an operations and maintenance mill levy would be calculated based upon a formula set forth in the Inclusion Agreement. The District has not previously imposed a General Fund Fee however it may do so at any time. There is a portion of the property subject to the Inclusion Agreement that remains undeveloped, therefore, there is a portion of the Town Development Fees related to this undeveloped property that remains outstanding.

Reserves

Emergency Reserves

The District has provided an emergency reserve fund equal to at least 3% of fiscal year spending as defined under TABOR.

Escrow Reserve

The District has an unreleased balance in the escrow reserve related to the Inclusion Agreement detailed above.

Debt Service

The District has provided for a rate stabilization account in the amount of \$6,636,000.

This information is an integral part of the accompanying budget.



COLORADO

Governor Jared Polis

November 29, 2023

Dear Local Elected Officials and Property Tax Administrators,

I want to begin by thanking you for serving as a leader in your community as the head of a local taxing jurisdiction.

Most areas of Colorado have seen a historic increase in home values. Residential properties are up nearly 40% statewide. For some areas, the increases are over 50%. I'm writing to ask you and your board to play a critical role in making Colorado more affordable. With the state now having taken action, the final opportunity to provide meaningful property tax relief for property owners in 2023 lies with you and I'm hopeful you can help provide additional relief.

The state has taken several steps to avoid large increases in homeowners' property tax bills. The legislature placed Prop HH on the ballot to provide a permanent way to keep property taxes low, with a generous backfill for local governments. With opposition from the left and the right, it didn't pass.

I then immediately called a special session of the legislature and asked them to do everything we could for homeowners owners. I'm proud that we subtracted \$55,000 per home from property tax valuation and reduced the residential assessment rate to 6.7%, for many Coloradans, including your constituents, which, when paired with other recent measures by the state from 2021 and 2022 will provide as much relief from the state as we could get done. But for many Coloradans, including your constituents, this is simply not enough.

Now it's up to you - local elected officials - to do more, which is why I am urging you to reduce the tax rate (mill levy) in your district. Hardworking people in Colorado cannot afford a 40% increase in their tax bills, or even a 20% increase. Wages have not gone up by anything close to this amount, and high inflation and interest rates are creating an affordability challenge for many Colorado families.

I appreciate that you work hard to pass a budget that is responsive to the needs in your community. With the historic rise in property values, most districts can make significant rate cuts and still maintain strong revenue growth at or above the rate of inflation. I urge you to consider this and reduce your mill levy as much as possible. I recently signed bipartisan legislation providing statutory authority for you to temporarily reduce your mill levies, so you can lower your levies this year without risking a permanent loss of revenue in an uncertain future. Across the state districts like yours can help provide needed property tax relief.

I have asked the Department of Local Affairs to provide guidance to you on options that you can take to lower rates this year while preserving your budgetary flexibility. [DOLA's helpful toolkit](#) is attached to this letter.

One other way you can get involved is by engaging in the Property Tax Task Force established during the recent special legislative session by [HB23B-1003](#). This bi-partisan group is tasked with looking at long-term, locally driven solutions to property taxation, and your engagement is key to that group's success.

This year is like nothing we've seen before. Property owners are now looking to their local elected officials for help during this challenging time. Each and every one of Colorado's four thousand taxing jurisdictions can be a part of this solution by reducing rates, even if by a small amount. If we all work together - the state and every local government - we can ensure homeowners throughout Colorado are protected.

EBERT METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

OCTOBER 31, 2023

**Ebert Metropolitan District
Balance Sheet - Governmental Funds
October 31, 2023**

	<u>General</u>	<u>Conservation Trust</u>	<u>Debt Service</u>	<u>Capital Projects Bond Proceeds - Series 2018</u>	<u>Capital Reserve - 1.000 Mill</u>	<u>Total</u>
Assets						
CSAFE	\$ 156,768.33	\$ 355,896.79	\$ 4,609.70	\$ -	\$ 728,456.12	\$ 1,245,730.94
CSAFE Rate Stabilization	-	-	6,948,993.65	-	-	6,948,993.65
CSAFE Capital Replacement 2018	-	-	-	903,479.31	-	903,479.31
UMB CP Bedrock Escrow	173,138.50	-	-	-	-	173,138.50
UMB 2018A-1 Bond Fund	-	-	6,417.96	-	-	6,417.96
UMB 2018A-1 Pledged Revenue Fund	-	-	3,127,214.50	-	-	3,127,214.50
UMB 2018A-2 Bond Fund	-	-	1,215.26	-	-	1,215.26
UMB 2018A-2 Pledged Revenue Fund	-	-	568,703.88	-	-	568,703.88
Receivable from County Treasurer	10,508.92	-	23,861.89	-	618.16	34,988.97
Total Assets	<u>\$ 340,415.75</u>	<u>\$ 355,896.79</u>	<u>\$ 10,681,016.84</u>	<u>\$ 903,479.31</u>	<u>\$ 729,074.28</u>	<u>\$ 13,009,882.97</u>
Liabilities						
Due to Town Center	10,508.92	-	-	-	-	10,508.92
Total Liabilities	<u>10,508.92</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,508.92</u>
Fund Balances	<u>329,906.83</u>	<u>355,896.79</u>	<u>10,681,016.84</u>	<u>903,479.31</u>	<u>729,074.28</u>	<u>12,999,374.05</u>
Liabilities and Fund Balances	<u>\$ 340,415.75</u>	<u>\$ 355,896.79</u>	<u>\$ 10,681,016.84</u>	<u>\$ 903,479.31</u>	<u>\$ 729,074.28</u>	<u>\$ 13,009,882.97</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.

Ebert Metropolitan District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending October 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 2,377,652.00	\$ 2,419,251.65	\$ (41,599.65)
Specific ownership taxes	118,880.00	96,029.27	22,850.73
Interest income	4,000.00	15,912.14	(11,912.14)
Town Center Reimbursement for legal	175,000.00	93,496.00	81,504.00
Total Revenue	<u>2,675,532.00</u>	<u>2,624,689.06</u>	<u>50,842.94</u>
Expenditures			
County Treasurer's fee	23,780.00	24,212.26	(432.26)
Services outlay - Town Center	2,472,752.00	2,493,043.70	(20,291.70)
Legal	120,000.00	92,831.50	27,168.50
Election	55,000.00	664.50	54,335.50
Contingency	54,468.00	-	54,468.00
Total Expenditures	<u>2,726,000.00</u>	<u>2,610,751.96</u>	<u>115,248.04</u>
Net Change in Fund Balances	(50,468.00)	13,937.10	(64,405.10)
Fund Balance - Beginning	312,137.00	315,969.73	(3,832.73)
Fund Balance - Ending	<u>\$ 261,669.00</u>	<u>\$ 329,906.83</u>	<u>\$ (68,237.83)</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.

Ebert Metropolitan District
Conservation Trust Fund Statement of Revenues, Expenditures and Changes
in Fund Balances - Budget and Actual
For the Period Ending October 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Conservation Trust Fund proceeds	\$ 95,000.00	\$ 73,011.48	\$ 21,988.52
Interest income	3,000.00	13,124.74	(10,124.74)
Total Revenue	<u>98,000.00</u>	<u>86,136.22</u>	<u>11,863.78</u>
Expenditures			
Transfer to Town Center	150,000.00	-	150,000.00
Total Expenditures	<u>150,000.00</u>	<u>-</u>	<u>150,000.00</u>
Net Change in Fund Balances	(52,000.00)	86,136.22	(138,136.22)
Fund Balance - Beginning	268,265.00	269,760.57	(1,495.57)
Fund Balance - Ending	<u>\$ 216,265.00</u>	<u>\$ 355,896.79</u>	<u>\$ (139,631.79)</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

Ebert Metropolitan District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending October 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 5,453,212.00	\$ 5,553,062.43	\$ (99,850.43)
Specific ownership taxes	272,660.00	230,565.47	42,094.53
Interest income	101,000.00	386,460.17	(285,460.17)
Total Revenue	<u>5,826,872.00</u>	<u>6,170,088.07</u>	<u>(343,216.07)</u>
Expenditures			
County Treasurer's fee	54,532.00	55,605.95	(1,073.95)
Paying agent fees	4,000.00	3,500.00	500.00
Loan interest 2018A-1	3,871,500.00	1,935,750.00	1,935,750.00
Loan interest 2018A-2	733,300.00	366,650.00	366,650.00
Loan principal 2018A-1	1,060,000.00	-	1,060,000.00
Loan principal 2018A-2	200,000.00	-	200,000.00
Contingency	3,668.00	-	3,668.00
Total Expenditures	<u>5,927,000.00</u>	<u>2,361,505.95</u>	<u>3,565,494.05</u>
Net Change in Fund Balances	(100,128.00)	3,808,582.12	(3,908,710.12)
Fund Balance - Beginning	6,823,213.00	6,872,434.72	(49,221.72)
Fund Balance - Ending	<u>\$ 6,723,085.00</u>	<u>\$ 10,681,016.84</u>	<u>\$ (3,957,931.84)</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.

Ebert Metropolitan District
Capital Projects - Bond Proceeds - Series 2018 Fund Schedule of Revenues,
Expenditures and Changes in Fund Balances - Budget and Actual
For the Period Ending October 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 6,000.00	\$ 37,300.57	\$ (31,300.57)
Total Revenue	<u>6,000.00</u>	<u>37,300.57</u>	<u>(31,300.57)</u>
Expenditures			
Capital expenditures to be approved by Ebert	862,917.00	-	862,917.00
Total Expenditures	<u>862,917.00</u>	<u>-</u>	<u>862,917.00</u>
Net Change in Fund Balances	(856,917.00)	37,300.57	(894,217.57)
Fund Balance - Beginning	861,517.00	866,178.74	(4,661.74)
Fund Balance - Ending	<u>\$ 4,600.00</u>	<u>\$ 903,479.31</u>	<u>\$ (898,879.31)</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.

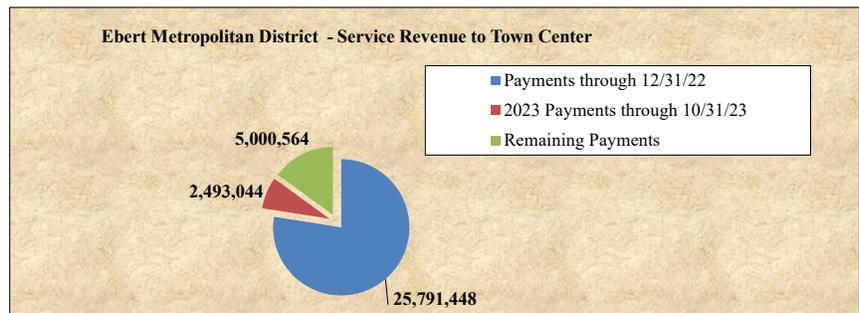
Ebert Metropolitan District
Capital Reserve - 1.000 Mill Fund Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
For the Period Ending October 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 139,862.00	\$ 142,308.95	\$ (2,446.95)
Specific ownership taxes	6,990.00	5,648.80	1,341.20
Interest income	13,000.00	27,634.81	(14,634.81)
Town Center transfer for capital replacement	555,000.00	-	555,000.00
Total Revenue	<u>714,852.00</u>	<u>175,592.56</u>	<u>539,259.44</u>
Expenditures			
County Treasurer's fee	1,399.00	1,424.27	(25.27)
Contingency	1,601.00	-	1,601.00
Total Expenditures	<u>3,000.00</u>	<u>1,424.27</u>	<u>1,575.73</u>
Net Change in Fund Balances	711,852.00	174,168.29	537,683.71
Fund Balance - Beginning	551,555.00	554,905.99	(3,350.99)
Fund Balance - Ending	<u>\$ 1,263,407.00</u>	<u>\$ 729,074.28</u>	<u>\$ 534,332.72</u>

EBERT METROPOLITAN DISTRICT
Schedule of Cash Position
October 31, 2023
Updated as of November 28, 2023

	General Fund	Conservation Trust Fund	Debt Service Fund	Capital Reserve Fund	Capital Reserve 1.000 Mill	Total
<u>C-Safe 01 - Operating Account</u>						
Balance as of 10/31/23	\$ 156,768.33	\$ 355,896.79	\$ 4,609.70	\$ -	\$ 728,456.12	\$ 1,245,730.94
Subsequent activities:						
11/20/23 Transfer from TCMD - Oct Ptax revenue	-	-	-	-	618.16	618.16
<i>Anticipated Balance</i>	<u>156,768.33</u>	<u>355,896.79</u>	<u>4,609.70</u>	<u>-</u>	<u>729,074.28</u>	<u>1,246,349.10</u>
<u>C-Safe 04 - Mill Levy Stabilization</u>						
Balance as of 10/31/23	-	-	6,948,993.65	-	-	6,948,993.65
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>6,948,993.65</u>	<u>-</u>	<u>-</u>	<u>6,948,993.65</u>
<u>C-Safe 05 - Capital Reserve - Bond Proceeds Series 2018</u>						
Balance as of 10/31/23	-	-	-	903,479.31	-	903,479.31
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>903,479.31</u>	<u>-</u>	<u>903,479.31</u>
<u>UMB - CP Bedrock Escrow</u>						
Balance as of 10/31/23	173,138.50	-	-	-	-	173,138.50
<i>Anticipated Balance</i>	<u>173,138.50</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>173,138.50</u>
<u>UMB - 2018A-1 Bond Fund</u>						
Balance as of 10/31/23	-	-	6,417.96	-	-	6,417.96
Subsequent activities:						
<i>Transfer from 2018A-1 Pledged Revenue Fund</i>	-	-	2,989,332.04	-	-	2,989,332.04
<i>Dec 1 Debt Service Payment Series 2018A-1, Principal</i>	-	-	(1,060,000.00)	-	-	(1,060,000.00)
<i>Dec 1 Debt Service Payment Series 2018A-1, Interest</i>	-	-	(1,935,750.00)	-	-	(1,935,750.00)
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>UMB - 2018A-1 Pledged Revenue Fund</u>						
Balance as of 10/31/23	-	-	3,127,214.50	-	-	3,127,214.50
Subsequent activities:						
11/20/23 Transfer from TCMD - Oct Ptax revenue	-	-	19,671.74	-	-	19,671.74
<i>Transfer to 2018A-1 Bond Fund</i>	-	-	(2,989,332.04)	-	-	(2,989,332.04)
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>157,554.20</u>	<u>-</u>	<u>-</u>	<u>157,554.20</u>
<u>UMB - 2018A-2 Bond Fund</u>						
Balance as of 10/31/23	-	-	1,215.26	-	-	1,215.26
Subsequent activities:						
<i>Transfer from 2018A-2 Pledged Revenue Fund</i>	-	-	565,434.74	-	-	565,434.74
<i>Dec 1 Debt Service Payment Series 2018A-2, Principal</i>	-	-	(200,000.00)	-	-	(200,000.00)
<i>Dec 1 Debt Service Payment Series 2018A-2, Interest</i>	-	-	(366,650.00)	-	-	(366,650.00)
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>UMB - 2018A-2 Pledged Revenue Fund</u>						
Balance as of 10/31/23	-	-	568,703.88	-	-	568,703.88
Subsequent activities:						
11/20/23 Transfer from TCMD - Oct Ptax revenue	-	-	4,190.15	-	-	4,190.15
<i>Transfer to 2018A-2 Bond Fund</i>	-	-	(565,434.74)	-	-	(565,434.74)
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>7,459.29</u>	<u>-</u>	<u>-</u>	<u>7,459.29</u>
<i>Anticipated Balances by fund</i>	<u>\$ 329,906.83</u>	<u>\$ 355,896.79</u>	<u>\$ 7,118,616.84</u>	<u>\$ 903,479.31</u>	<u>\$ 729,074.28</u>	<u>\$ 9,436,974.05</u>

Yield information at 10/31/23
C-Safe - 5.46%



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.

EBERT METROPOLITAN DISTRICT
Property Taxes Schedule
2023

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Payable 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
Beginning Balance												
January	\$ 11,270.28	\$ 58,101.65	\$ 32,900.58	38.85	\$ (694.13)	-	\$ 101,617.23	0.87%	0.87%	\$ 53,157.43	0.28%	0.28%
February	3,589,153.02	123.15	34,660.86	11.08	(35,892.94)	-	3,588,055.17	45.03%	45.90%	2,616,609.72	37.65%	37.93%
March	234,846.15	4,996.68	44,651.93	724.46	(2,405.66)	-	282,813.56	3.01%	48.91%	505,374.25	6.82%	44.75%
April	316,422.85	-	32,029.17	56.52	(3,164.76)	-	345,343.78	3.97%	52.88%	528,610.35	7.25%	52.00%
May	628,591.54	5,581.42	33,168.96	1,019.26	(6,351.94)	-	662,009.24	7.96%	60.84%	547,531.67	7.57%	59.57%
June	3,054,699.72	353.57	28,617.72	967.79	(30,560.21)	-	3,054,078.59	38.33%	99.16%	2,659,580.36	38.37%	97.94%
July	105,006.03	-	29,255.34	2,219.75	(1,072.22)	-	135,408.90	1.32%	100.48%	62,203.80	0.46%	98.40%
August	90,095.56	2,929.42	34,264.69	3,988.48	(970.08)	-	130,308.07	1.17%	101.65%	83,418.31	0.68%	99.08%
September	8,792.68	-	31,509.97	414.98	(92.11)	-	40,625.52	0.11%	101.76%	32,246.31	0.04%	99.12%
October	3,659.31	-	31,184.32	183.77	(38.43)	-	34,988.97	0.05%	101.81%	39,755.32	0.16%	99.28%
November	-	-	-	-	-	-	-	0.00%	101.81%	56,630.55	0.42%	99.70%
December	-	-	-	-	-	-	-	0.00%	101.81%	22,046.39	0.00%	99.70%
	\$ 8,042,537.14	\$ 72,085.89	\$ 332,243.54	\$ 9,624.94	\$ (81,242.48)	\$ -	\$ 8,375,249.03	101.81%	101.81%	\$ 7,207,164.46	99.70%	99.70%

	AV	Mill Levy	TAXES LEVIED	% OF LEVIED	PROPERTY TAXES COLLECTED	% COLLECTED TO AMOUNT LEVIED
Property Tax						
GENERAL FUND	\$ 139,861,880	17.000	\$ 2,377,652	29.83%	\$ 2,419,251.65	101.75%
DEBT SERVICE		35.600	4,979,083	62.47%	5,066,197.57	101.75%
CAPITAL RESERVE		1.000	139,862	1.75%	142,308.95	101.75%
DEBT SERVICE - EXCLUDED	\$ 16,154,300	29.350	474,129	5.95%	486,864.86	102.69%
			\$ 7,970,725	100.00%	\$ 8,114,623.03	101.81%
Specific Ownership Tax						
GENERAL FUND			\$ 118,880	29.83%	96,029.27	80.78%
DEBT SERVICE			272,660	68.42%	230,565.47	84.56%
CAPITAL RESERVE			6,990	1.75%	5,648.80	80.81%
			\$ 398,530	100.00%	332,243.54	83.37%
Treasurer's Fees						
GENERAL FUND			\$ 23,780	31.72%	24,212.26	101.82%
DEBT SERVICE			54,532	66.42%	55,605.95	101.97%
CAPITAL RESERVE			1,399	1.87%	1,424.27	101.81%
			\$ 79,711	100.00%	\$ 81,242.48	101.92%

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.

**EBERT METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Ebert Metropolitan District (District), a quasi-municipal corporation and political subdivision of the State of Colorado, was organized by order and decree of the District Court for the City and County of Denver, Colorado (City) on September 12, 1983, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates under a Service Plan approved by the City. The District's service area is located within the City.

On November 3, 1998, District voters authorized the issuance of \$90,500,000 of general obligation indebtedness. The District voters also approved a property tax revenue increase of \$1,000,000 annually to pay, in part, the District's general cost of operations and maintenance. Furthermore, the voters authorized the District to collect and expend levied taxes and any other income of the District without regard to any limitations imposed by TABOR. On November 2, 1999, District voters approved \$33,000,000 to finance costs associated with the Regional Facilities Construction Agreement. On November 7, 2000, District electors approved \$66,000,000 to finance costs associated with the Regional Facilities Construction Agreement. In addition, District electors approved \$90,000,000 of general obligation indebtedness.

The District entered into a Regional Facilities Construction Agreement (Old Agreement) with Town on December 1, 1999. Under the Old Agreement, Town is to provide capital construction and administrative services to the District. Town is to own, operate, maintain, and construct the facilities benefiting both Districts. The District will, to the extent that the District is to benefit, pay the capital and service costs of construction, operation and maintenance of such facilities. At special elections held within the District on November 2, 1999, and on November 7, 2000, the District's qualified electors approved \$33,000,000 and \$66,000,000, respectively, for a total amount of \$99,000,000, for the Old Agreement.

On April 28, 2005, the District and Town entered into a District Facilities Construction, Funding and Service Agreement (New Agreement), which replaced the Old Agreement. Under the New Agreement, the obligations of the District and Town remain essentially the same. In addition, Town may draw against the District's project funds without further need of the District's consent, to pay the capital costs expected to be paid pursuant to the New Agreement. The District also agrees to levy a minimum service levy of not less than 10 mills and not greater than 50 mills to pay the service costs expected to be paid pursuant to the New Agreement.

The District and Town entered into an Amended and Restated Facilities, Construction, Funding and Service Agreement effective January 1, 2016 (Amended Agreement). Under the Amended Agreement, the District will pay a maximum of \$21,635,477 to Town for service costs, which represents voted authorization of \$99,000,000 less all service costs paid to Town through December 31, 2015. Service costs comprise all operations, maintenance, and administration costs incurred by Town in the performance of the duties and services required by the Amended Agreement. The District agrees to levy a minimum service levy of 19 mills that may be adjusted to account for constitutional or legislative changes in computing assessed valuation of District property, provided that the levy shall never exceed 50 mills. Payments for capital costs contemplated by the Amended Agreement are to be funded from the proceeds of the District's 2016C Note.

**EBERT METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided (Continued)

The District and Town entered in to a Second Amended and Restated District Facilities Construction, Funding and Service Agreement dated effective as of November 1, 2018 (New Service Agreement). The New Service Agreement provides that the District will fund the construction of certain facilities necessary to complete the development in the District and Town will own, operate and maintain certain facilities identified therein and provide covenant enforcement and design review services for the benefit of the District. For the purposes of paying the costs incurred by Town for such purposes, the New Service Agreement further provides that the District will levy the Minimum Service Levy (a levy of not less than eighteen (18) mills against all taxable property within its boundaries, adjusted to account for constitutional and legislative changes, including new exemptions, in the manner, method or base percentage calculation for the computation of assessed values of taxable property, provided that the levy shall never exceed fifty (50) mills) until such time as the New Service Agreement is terminated or the District has paid Town the Maximum Service Amount (\$16,947,741). The Maximum Service Amount represents costs incurred by Town for operations, maintenance and administrative costs incurred by Town in the performance of its duties under the New Service Agreement. At December 31, 2022 and December 31, 2023, it is anticipated that the Maximum Service Amount due to Town will be \$7,488,655 and \$4,986,832, respectively.

The New Service Agreement establishes and funds the Capital Repair and Replacement Fund (the "CRRF"). One mill of the Minimum Service Levy is to be reserved for the purpose of funding the CRRF. The amounts in the CRRF are to be used for the limited purpose of repairing, replacing and/or maintaining public improvements and for creating reserves for those purposes, all at the direction of the Board acting in its discretion. Town agrees in the New Service Agreement to, subject to funding provided by the District from the CRRF, to repair, replace and/or maintain public improvements in consultation with or as requested by the Board. Additionally, pursuant to the New Service Agreement, the District agrees to allow Town to withdraw, at the direction of the District, up to \$2,300,000 of proceeds from the District's Series 2018 A-2 bonds for funding the construction or acquisition of certain facilities (the Improvement Project).

The District has no employees, and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**EBERT METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 5% of the property taxes collected.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.50%.

Conservation Trust (Lottery Proceeds)

The District receives revenue from the State Lottery on a per capita basis ratio. The revenue is restricted for recreation purposes under state statutes.

Town Center Reimbursement

Per the New Service Agreement with Town, Town Center will reimburse the District for legal costs, including election costs.

**EBERT METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Outlay for Town Center Metropolitan District

Per the New Service Agreement with Town, the District is to pay the capital and service costs of the construction, operation, and maintenance of the facilities being constructed by Town that will benefit the District. The District will also transfer lottery proceeds to Town to fund eligible projects.

County Treasurer's Fees

County Treasurer's fees have been computed at 1% of property tax collections.

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2018 Bonds (discussed under Debt and Leases).

Debt and Leases

On December 6, 2018, the District issued an aggregate of \$102,715,000 of General Obligation Refunding and Improvement Bonds (the 2018 Bonds) as follows: (1) \$86,350,000 General Obligation Limited Tax Refunding Bonds Series 2018A-1 and (2) \$16,365,000 General Obligation Limited Tax Refunding and Improvement Bonds Series 2018A-2; The 2018 Bonds bear interest payable on June 1 and December 1, commencing on June 1, 2019, at the rate of 4.00% – 5.00% per annum. Premium payments of \$5,553,963 and \$1,055,035, respectively, were paid on the bonds, resulting in net effective interest rates between 3.77% and 4.16%. Mandatory principal payments are due on December 1, commencing on December 1, 2019, with final payment due on December 1, 2048.

The Series 2018A-1 Bonds are limited tax general obligations of the District secured by and payable from the 2018A-1 Pledged Revenue consisting of moneys derived by the District from the following sources, net of any costs of collection: (i) the 2018A-1 Required Mill Levy; (ii) the portion of the Specific Ownership Tax which is collected as a result of imposition of the 2018A-1 Required Mill Levy; and (iii) any other legally available moneys which the District determines, in its absolute discretion, to credit to the 2018A-1 Pledged Revenue Fund. The Series 2018A-2 Bonds are limited tax general obligations of the District secured by and payable from the 2018A-2 Pledged Revenue consisting of moneys derived by the District from the following sources, net of any costs of collection: (i) the 2018A-2 Required Mill Levy; (ii) the portion of the Specific Ownership Tax which is collected as a result of imposition of the 2018A-2 Required Mill Levy; and (iii) any other legally available moneys which the District determines, in its absolute discretion, to credit to the 2018A-2 Pledged Revenue Fund.

Proceeds from the sale of the Series 2018A-1 Bonds were used to refund, pay and discharge the District's outstanding 2016A Loan and 2016B Loan in the amount of \$52,460,000 and \$37,995,000, respectively. Proceeds from the sale of the Series 2018A-2 Bonds were used to refund, pay and discharge the District's outstanding 2016C Loan in the amount of \$14,675,000 and to finance the Improvement Project in the amount of \$2,300,000. In addition, proceeds from the sale of the 2018 Bonds were used to pay the costs of issuance of the 2018 Bonds and to purchase a bond insurance policy that will secure the payment of interest and principal on the 2018 Bonds.

The District has no operating or capital leases.

**EBERT METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases (Continued)

For the 2022 budget, the District's Board of Directors determined that the anticipated December 31, 2021, debt service surplus balance of approximately \$1.4 million should be allocated in 2022 for its intended purpose. This one-time event had the effect of reducing the 2018A-1 mill levy to 22.250 mills and the 2018A-2 mill levy to 4.650 mills.

For the 2023 budget, the Board of Directors will certify debt service mill levies for the 2018A-1 and 2018A-2 bonds that, together with the associated Specific Ownership Taxes and any other legally available moneys, will keep any debt service surplus to approximately \$50,000. The Board of Directors has not expressed an intent to use any portion of the Rate Stabilization Reserve for the purpose of reducing any debt service mill levies. The Rate Stabilization Reserve was established expressly to ensure that the District's bond payment obligations could be met during economic periods when property tax receipts may be insufficient to make a bond payment obligation.

Intergovernmental Agreements

Agreement with Weingarten/Miller/GVR, LLC

The District has entered into a Mill Levy Cap Agreement dated as of July 10, 2002 (Mill Levy Cap Agreement) with Weingarten/Miller/GVR, LLC (Weingarten). Pursuant to the Mill Levy Cap Agreement, the District agreed to limit its debt service mill levy for all District bonds to 65 mills, subject to certain adjustments for changes in law. The current debt service mill levy cap under the mill levy cap agreement, based upon such adjustment is 82.604. Such limitation may be removed by the District at such time as the general obligation debt of the District is equal to or less than 50% of the assessed value of the taxable property in the District. The District further agreed to include terms incorporating such limitations into the documents governing its bond transactions and to provide notice to Weingarten of the District's intent to issue bonds and the proposed terms thereof. The District incorporated the Mill Levy Cap into the Indenture for the 2018 Bonds. The District provided notice of the issuance of the Bonds to Weingarten on September 20, 2018, pursuant to the Mill Levy Cap Agreement. The Mill Levy Cap Agreement does not limit the power of the District to impose or collect property taxes for administration, operation and maintenance. The Mill Levy Cap Agreement is to continue in effect until the outstanding general obligation debt of the District does not exceed 50% of the valuation of the taxable property in the District unless sooner terminated pursuant to the provisions thereof.

Inclusion Agreement

The District has entered into a Restated Inclusion Agreement dated May 30, 2008, with an effective date of December 12, 2007, with Town and C.P. Bedrock LLC (CP Bedrock), (Inclusion Agreement). Pursuant to the Inclusion Agreement, the parties set out the terms by which certain property owned by CP Bedrock has been included and will be included and excluded from the District. In addition, the District has agreed to limit its debt service mill levy in perpetuity to 65 mills, subject to certain adjustments for changes in law. The current debt service mill levy cap under the Inclusion Agreement, based upon such adjustment is 82.604 mills. The District also agreed to provide CP Bedrock with notice at least 60 days prior to issuing District bonds. The District provided CP Bedrock with notice of the issuance of the 2018 Bonds on September 20, 2018, pursuant to the Inclusion Agreement. The Inclusion Agreement established the terms upon which a portion of the proceeds of the District's 2007 Bonds were deposited into an escrow account to be released to the District as it completes certain improvements benefiting property owned by CP Bedrock that is subject to the Inclusion Agreement.

**EBERT METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Intergovernmental Agreements (Continued)

Inclusion Agreement (Continued)

Due to the fact that the property that is the subject of the Inclusion Agreement is not subject to a potential general fund mill levy of the District, the Inclusion Agreement allows the District to impose a General Fund Fee (General Fund Fee) in order for the District to pay certain operations and maintenance expenses related to the property contained in the property subject to the Inclusion Agreement. The amount of the General Fund Fee is generally calculated in the same manner as an operations and maintenance mill levy would be calculated based upon a formula set forth in the Inclusion Agreement. The District has not previously imposed a General Fund Fee however it may do so at any time. There is a portion of the property subject to the Inclusion Agreement that remains undeveloped, therefore, there is a portion of the Town Development Fees related to this undeveloped property that remains outstanding.

Reserves

Emergency Reserves

The District has provided an emergency reserve fund equal to at least 3% of fiscal year spending as defined under TABOR.

Escrow Reserve

The District has an unreleased balance in the escrow reserve related to the Inclusion Agreement detailed above.

Debt Service

The District has provided for a rate stabilization account in the amount of \$6,636,000.

**EBERT METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

	\$86,350,000		\$16,365,000		Total
	Limited Tax General Obligation Refunding Bonds		Limited Tax General Obligation Refunding and Improvement Bonds		
	Series 2018A-1		Series 2018A-2		
	Dated December 6, 2018		Dated December 6, 2018		
	Interest rate of 4.00% - 5.00%		Interest rate of 2.090% - 4.150%		
	Interest payable June 1 and December 1		Interest payable June 1 and December 1		
	Principal Due December 1		Principal Due December 1		
	Principal	Interest	Principal	Interest	All Bonds
2023	\$ 1,060,000	\$ 3,871,500	\$ 200,000	\$ 733,300	\$ 5,864,800
2024	1,250,000	3,818,500	235,000	723,300	6,026,800
2025	1,345,000	3,756,000	250,000	711,550	6,062,550
2026	1,525,000	3,688,750	285,000	699,050	6,197,800
2027	1,605,000	3,612,500	300,000	684,800	6,202,300
2028	1,785,000	3,532,250	335,000	669,800	6,322,050
2029	1,875,000	3,443,000	350,000	653,050	6,321,050
2030	2,075,000	3,349,250	390,000	635,550	6,449,800
2031	2,180,000	3,245,500	410,000	616,050	6,451,550
2032	2,395,000	3,136,500	450,000	595,550	6,577,050
2033	2,495,000	3,040,700	470,000	577,550	6,583,250
2034	2,705,000	2,940,900	510,000	558,750	6,714,650
2035	2,840,000	2,805,650	535,000	533,250	6,713,900
2036	3,095,000	2,663,650	580,000	506,500	6,845,150
2037	3,250,000	2,508,900	610,000	477,500	6,846,400
2038	3,525,000	2,346,400	665,000	447,000	6,983,400
2039	3,705,000	2,170,150	695,000	413,750	6,983,900
2040	4,005,000	1,984,900	755,000	379,000	7,123,900
2041	4,205,000	1,784,650	790,000	341,250	7,120,900
2042	4,535,000	1,574,400	855,000	301,750	7,266,150
2043	4,760,000	1,347,650	895,000	259,000	7,261,650
2044	5,115,000	1,109,650	965,000	214,250	7,403,900
2045	5,320,000	904,825	1,005,000	175,425	7,405,250
2046	5,535,000	691,788	1,065,000	134,988	7,426,775
2047	5,755,000	470,138	1,110,000	92,138	7,427,275
2048	5,985,000	239,675	1,180,000	47,475	7,452,150
	<u>\$ 83,925,000</u>	<u>\$ 64,037,775</u>	<u>\$ 15,890,000</u>	<u>\$ 12,181,575</u>	<u>\$ 176,034,350</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.

**Ebert Metropolitan District
September 13, 2023 - November 29, 2023**

Payments

Payment Date	Payment Method	Vendor	Invoice	Invoice Date	Amount
10/3/2023	Bill.com ePayment	WIPFLI	2329603	8/29/2023	\$ 6,500.00
10/3/2023	Bill.com ePayment	Special District Solutions, Inc	2023-08	8/31/2023	186.00
10/3/2023	Bill.com check	CEGR Law	6049.001AUG23	8/31/2023	16,914.50
11/9/2023	Bill.com ePayment	CliftonLarsonAllen	3890629	8/31/2023	1,168.97
11/9/2023	Bill.com ePayment	Special District Solutions, Inc	2023-09	9/30/2023	592.00
11/9/2023	Bill.com check	CEGR Law	6049.001SEPT23	9/30/2023	26,552.00
11/9/2023	Bill.com check	CO Special Districts Property & Liability Pool	24PL-60145-0912	9/5/2023	2,412.00
Payment Total					\$ 54,325.47

Payables

Vendor	Invoice	Invoice Date	Amount
Special District Solutions, Inc	2023-10	10/31/2023	\$ 440.00
CEGR Law	6049.001OCT23	10/31/2023	1,561.50
CliftonLarsonAllen	3956213	9/30/2023	1,964.29
Payables Total			\$ 3,965.79

On Wednesday, November 22, the Colorado legislature fulfilled its commitment to enact property tax relief following the voters' rejection of Proposition HH. The outcome is Senate Bill 23B-001, which temporarily reduces taxes on residential property. Several noteworthy aspects are below.

- Key Points:
 - The bill only affects property taxes for 2023
 - Fire districts, health districts, and ambulance districts are slated to receive 100% backfill from tax revenue reduction resulting from the bill
 - The amount of backfill for other special districts, including water, sanitation, and library districts, depends on growth in assessed value
 - Special districts (other than fire, health, and ambulance) located in counties where assessed value grew by more than 15% from 2022 to 2023 will not receive any backfill revenue
 - The bill does not affect existing backfill revenue provided under SB22-238.
 - The bill temporarily modifies several important budget and mill levy deadlines:
 - Deadline for final assessed values is extended from December 10, 2023 to **January 3, 2024**
 - The mill levy certification deadline is extended from December 15, 2023 to **January 10, 2024**
 - Deadline for budget adoption is extended from December 31, 2023 to **January 10, 2024**

In addition to extending deadlines, the bill also provides that a district does not need to follow the usual notice requirements for a budget hearing if the district is making supplemental appropriations as a result of a change in assessed valuations.