

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

**AGENDA AND NOTICE**

<u>Board of Directors</u>	<u>Office:</u>	<u>Term Expiration</u>
	President	May 2023
	Secretary	May 2023
Todd Creger	Treasurer	May 2022
Yvonne Flood	Assist. Secretary	May 2022
Cynthia L. Barclae	Assist. Secretary	May 2022

**DATE:** October 27, 2020

**TIME:** 6:00 p.m. to 7:30 p.m.

**PLACE:** VIA Zoom

**\*NOTICE: given current events and current advice and directives from local, state and federal jurisdictions related to COVID-19, Board members, consultants and members of the public may participate by videoconference or teleconference by utilizing the following information:**

**AUDIO/VIDEO CONFERENCE**

<https://zoom.us/j/5500056704>

Meeting ID: 550 005 6704

Call-in: 346 248 7799

**YOU MAY ACCESS THE MEETING PACKET AT: [Ebertmd.colorado.gov](http://Ebertmd.colorado.gov)**

***“The Mission of the Ebert Board of Directors is to protect and enhance the property values of the Ebert District through a policy of fiscal accountability, transparency and effective governance.”***

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**I. ADMINISTRATIVE ITEMS:**

- A. Call to Order the Special Meeting.
- B. Review Conduct of Meeting (enclosure).
- C. Confirm Location and Posting of Meeting Notices.

- D. Declaration of Quorum.
  - E. Approval of Agenda.
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F. Acknowledge the resignation of Sandra Hittman and Katie McDonald (enclosure).

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G. Appoint Chairman for the Meeting.

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H. Discuss and consider appointment of Board Candidates to the Board of Directors.  
Administer Oaths of Office.

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I. Consider appointment of Officer positions:

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Assist. Secretary \_\_\_\_\_

Assist. Secretary \_\_\_\_\_

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J. Review and Consider Approval of August 18, August 26, and September 28 2020  
Special Meeting Minutes (enclosures).

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K. Ratify engagement of (“RWO”) as general counsel for the District (enclosure).

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**II. DIRECTOR’S ITEMS:**

A. Provide Committee status reports and consider appointment of additional  
Committee members.

1. Election Review and Evaluation Committee (\_\_\_\_\_ to present).

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2. Communications/Education Committee (Yvonne Flood to present).
    - a. Discuss Website Policies and Procedures (enclosure).
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3. Landscape Committee (enclosures - Cynthia Barclae to present).
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4. Fiscal Policy and Strategic Planning Committee (Todd Creger to present).
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- a. Status of Reserve Study by Town Center MD.
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- b. Update regarding Intergovernmental Agreement (“IGA”) between the District and GVR Metropolitan District for Sharing Common Area Costs (enclosure - IGA).
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- B. Consider Addendum to Bylaws (enclosure - Cynthia Barclae to present).
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- C. Discuss status of enforcement of Covenants (rules and regulations) by the Town Center Metropolitan District via Westwind Management (Todd Creger to present).
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### **III. FINANCIAL ITEMS:**

- A. Review and consider approval of the Town Center Metropolitan District request for reimbursement of the GVR Boulevard Landscape Upgrades and 56<sup>th</sup> Avenue/Picadilly Irrigation Upgrades for an amount of \$869,292.58 (enclosure).
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- B. Review Ebert MD unaudited financial statements for the period ending September 30, 2020 (to be distributed under separate cover).
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- C. Review of the draft 2021 Budget (enclosures – preliminary assessed valuation, draft 2021 Budget). Confirm date for Public Hearing to consider adoption of Budget for December 9, 2020 at 8:00 a.m.
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**IV. OTHER BUSINESS:**

- A. Update from District 11 - City Council, City and County of Denver.
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- B. Capital Project Update (Charlie Foster to present).
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- C. Town Center Metropolitan District Report (Jerry Jacobs to present).
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- D. Information from Denver Police Department Outreach Case Coordinator (enclosure).
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- V. **PUBLIC COMMENT – Please submit comments/questions via the Zoom “chat” tool or to Kimberly Bruetsch via email at [kbruetsch@rwolaw.com](mailto:kbruetsch@rwolaw.com)**
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**VI. LEGAL ITEMS - EXECUTIVE SESSION** as needed to receive legal advice from Counsel pursuant to C. R. S. Section 24-6-402-4(b) and/or Section 24-6-402(e)i.

A. Discuss Status of Appointment of Ebert MD Board Member to the Town Center MD Board of Directors.

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B. Status of Evaluation of Sub-District Relationship.

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C. Discuss matters pertaining to Green Valley Ranch North Development Agreement between the City and County of Denver; C&H Ranch Company LLC; Oakwood Commercial Ventures LLC; OC 2001, LLC; HC Development & Management Services, Inc.; Town Center Metropolitan District; Ebert Metropolitan District and School District No. 1 in the City and County of Denver, dated February 20, 2003 (enclosure - Agreement).

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D. Discuss addendum to Second Amended and Restated District Facilities Construction, Funding and Service Agreement.

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**VII. CONTINUATION / ADJOURNMENT:**

**The next Regular Meeting / Budget Hearing is scheduled for Tuesday, December 9, 2020 at 8:00 AM; Denver Recreation Center, 4890 Argonne Way, Denver CO 80249 or via Zoom (TBD).**

**APPENDIX A:  
EBERT METROPOLITAN DISTRICT  
PUBLIC COMMUNICATION AND COMMENT POLICY**

Meetings of the Board of Directors of the Ebert Metropolitan District are conducted in accordance with the Colorado Sunshine Law as set out in Section 24-6-402, C.R.S. Accordingly, other than those portions of meetings that are held in Executive Session, Board meetings are open to the public, and anyone may attend in order to observe the proceedings.

At all times during all District meetings, all Directors, District staff, speakers, and members of the public in attendance are expected to act in a courteous and respectful manner. Offensive, intimidating, threatening, or other extreme behavior that disrupts the District's public meetings will not be allowed or tolerated.

In order to provide a fair opportunity to every person who desires to address the Board of Directors, the Board has adopted the following policy and procedures regarding public comment:

1. The Board shall include near the end of the agenda for every regular meeting of the Board a period for public comment. The total time allotted for public comment may be established by the Board President at each meeting in order conduct efficient and timely meetings.
2. Any individual in attendance at a regular meeting shall be permitted to provide public comment consistent with this policy.
3. All members of the public in attendance at Board meetings may be asked to sign into the meeting by providing their full name and property address, but doing so will not be mandatory.
4. In support of the open meeting character of Board meetings, and to insure that the minutes accurately identify individuals who make comments, all speakers will be asked to begin by stating their name and address. A general description of the speaker's residence may be given in place of a specific address to be considerate of the speaker's privacy.
5. Each speaker may take up to three minutes to make his or her comments. This time constraint may be modified by the Board President to be fewer than three minutes if there are a large number of persons wishing to speak, but all speakers will be afforded the same amount of time. Speakers will be advised when they have thirty seconds remaining. Speakers may not share their allotted time.
6. Speakers are expected to present their comments in a respectful and courteous manner. Direct personal insults, threats or other extreme behavior that disrupts public meetings will not be tolerated.
7. The Board of Directors acts as a body. Given the corporate nature of the Board:

- a. Speakers are not to address individual Directors during the public comment period. Comments are to be addressed to the Board as a whole.
- b. This is the time for members of the public to express their views in order to inform the Board of Directors on issues of their concern. The Board will not engage in dialogue during this comment period and may instead refer specific questions to District staff or counsel for investigation and response at a later date.
- c. Individual Directors will not engage individual speakers in dialogue nor ask or answer questions during public comment, with the following exception: at the request of any Director, the President of the Board may allow questions from Directors to speakers for purposes of clarification.
- d. Speakers are asked to understand that specific questions cannot be answered in dialogue format by the Board of Directors. Acting as a Board, and only as a Board, the Directors will consider comments and questions, and may direct staff members to provide information. The Board may discuss matters raised by members of the public following public comment.
- e. No Board action shall be taken during or after the public comment portion of the meeting on issues raised by the public unless specific circumstances warrant action, as determined by the Board.

## Lisa Jacoby

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**From:** Katie McDonald <katherine.tinsley@gmail.com>  
**Sent:** Wednesday, September 23, 2020 11:10 AM  
**To:** Sandra Hittman; Lisa Jacoby; Cynthia Barclae; Yvonne Flood; Todd Creger  
**Subject:** Resignation

Please accept this as my letter of resignation effective immediately.

Due to the current situation with Covid, I need to prioritize my commitments and my first priority needs to be my sons education. With him unable to attend school full time and all of the meetings for this board being during business hours, I do not feel that I can adequately participate.

I wish you all the best of luck.

Thank you,  
Katie McDonald

**DRAFT PENDING BOARD APPROVAL**

**RECORD OF PROCEEDINGS**

**MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF  
EBERT METROPOLITAN DISTRICT**

**HELD:** Tuesday, the 18<sup>th</sup> day of August, 2020, at 8:30 a.m., held via Zoom.

**ATTENDANCE:**

A special 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:

Sandra Hittman, President  
Katie McDonald, Secretary  
Yvonne Flood, Assistant Secretary  
Cynthia Barclae, Assistant Secretary

Also present via Zoom were:

Lisa A. Jacoby of Community Resource Services (CRS), District Manager  
Debra Sedgely of CliftonLarsonAllen LLP (CLA), District Accountant (for a portion of the meeting)  
Lisa Mayers, Esq. of Spencer Fane LLP, General Counsel

**ADMINISTRATIVE ITEMS:**

**Call to order** - The special meeting of the Board of Directors of the Ebert Metropolitan District was called to order at approximately 8:30 a.m. via Zoom video/audio conference.

**Confirmation of Location and Posting of Meeting Notices** – Ms. Jacoby reported that she had physically posted at the regular meeting location as well as on the website, the Meeting Notice and Agenda.

**Quorum** - A quorum was declared.

**Agenda** – Following discussion, upon motion duly made, seconded and unanimously carried, the Board approved the Agenda, as presented.

**ADJOURN TO EXECUTIVE SESSION TO RECEIVE FROM ATTORNEY SPECIFIC LEGAL ADVICE pursuant to 24-6-402(4)(b) of the Colorado Revised Statute** – Pursuant to Section 24-6-402(4)(b) of the Colorado Revised Statutes, upon motion duly made by Director Hittman, seconded by Director McDonald and, upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 8:35 a.m. for the purpose of receiving from the Board's attorney legal advice on specific legal questions as authorized by Section 24-6-402(4)(b), C.R.S., related to the Intergovernmental Agreement for Sharing Common

**RECORD OF PROCEEDINGS – DRAFT PENDING APPROVAL**

Ebert Metropolitan District

August 18, 2020

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Area Costs between GVR Metropolitan District and the District, and related to the Green Valley Ranch North Development Agreement between the City and County of Denver; C&H Ranch Company LLC; Oakwood Commercial Ventures LLC; OC 2001, LLC; HC Development & Management Services, Inc.; Town Center Metropolitan District; Ebert Metropolitan District and School District No. 1 in the City and County Denver, dated February 20, 2003.

Furthermore, pursuant to 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of those portions of the executive session that, in the opinion of the District's counsel, constitutes privileged attorney-client communication pursuant to 24-6-402(4)(b), C.R.S.

The Board reconvened in regular session at 9:23 a.m.

**ADJOURNMENT OF MEETING:**

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

It was noted that the next regular Board meeting is scheduled for Tuesday, October 27, 2020 at 6:00 p.m. to be held at the Denver Recreation Center; 4890 Argonne Way, or via Zoom (TBD).

The foregoing Minutes constitutes a true and correct copy of the proceedings of the above-referenced meeting and were approved by the Board of Directors of Ebert Metropolitan District.

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Secretary for the Meeting



**DRAFT PENDING BOARD APPROVAL**

**RECORD OF PROCEEDINGS**

**MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF  
EBERT METROPOLITAN DISTRICT**

**HELD:** Wednesday, the 26th day of August, 2020, at 8:30 a.m., held via Zoom.

**ATTENDANCE:**

A special meeting/executive session 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:

Sandra Hittman, President  
Katie McDonald, Secretary  
Yvonne Flood, Assistant Secretary  
Cynthia Barclae, Assistant Secretary

Also present via Zoom were:

Lisa A. Jacoby of Community Resource Services (CRS), District Manager  
Charles D. Foster of Foster Consulting, Ltd  
Debra Sedgeley of CliftonLarsonAllen LLP (CLA), District Accountant  
Lisa Mayers, Esq. of Spencer Fane LLP, General Counsel  
Jerry Jacobs of Timberline District Consulting, LLC  
Melissa Sotelo of District 11 City Council Office  
Other Members of the Public

**ADMINISTRATIVE ITEMS:**

**Call to order** - The special meeting of the Board of Directors of the Ebert Metropolitan District was called to order at approximately 12:30 p.m. via Zoom video/audio conference.

**Conduct of the Meeting** – It was noted that included in the meeting packet was the District’s Public Communications and Comment Policy and that public comment would be taken during that designated portion of the meeting with questions and comments provided via the Zoom “chat” tool or by email sent to Lisa Mayers at [Lmayers@spencerfane.com](mailto:Lmayers@spencerfane.com)

**Confirmation of Location and Posting of Meeting Notices** – Ms. Jacoby reported that she had physically posted at the regular meeting location as well as on the website, the Meeting Notice and Agenda.

**Quorum** - A quorum was declared.

**Agenda** – Following discussion, upon motion duly made, seconded and unanimously carried, the Board approved the Agenda, as amended.

**RECORD OF PROCEEDINGS – DRAFT PENDING APPROVAL**

Ebert Metropolitan District

August 26, 2020

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**Acknowledge the Resignation of Sandra Hittman and Rescission of Same** - Director Hittman addressed the Board regarding the circumstances of her resignation and then subsequent rescission. Ms. Jacoby read allowed the rescission and it was noted that both the resignation and rescission letters were contained in the meeting packet.

**Consider Appointment of Board Candidate to the Board of Directors** – Ms. Jacoby noted that consistent with action taken at the May 26, 2020 Board Meeting, a Board Member Solicitation/Candidate Questionnaire was published on the website in an effort to receive a broader geographical pool of qualified candidates to select from. Ms. Jacoby noted that she had received several inquiries about the role but, had only received 3 candidates submitting the Candidate Questionnaire. They were Murray Hawthorne, James Moore and Todd Creger.

Director Flood described the interview process and consideration of the strengths and representation across the community. Then Director Flood made recommendation to the Board that Mr. Todd Creger be appointed based on the evaluation of his strategic business development experience; the research he conducted regarding the history and needs of the District, as well as restrictions and legalities of Metropolitan Districts in general.

Following discussion, upon motion duly made, seconded and unanimously carried, the appointment of Todd Creger was approved by the Board. Director Hittman administered his Oath of Office.

**Appointment of Officer Positions** – Following discussion, upon motion duly made, seconded and unanimously carried the following slate of officers was appointed:

President	Sandra Hittman
Treasurer	Todd Creger
Secretary	Katie McDonald
Assistant Secretary	Cynthia Barclae
Assistant Secretary	Yvonne Flood

It was noted that Mr. Creger’s position on the Board and Treasurer would become effective upon the filing of his Oath of Office with the Court.

**Minutes** - The Board reviewed the Minutes of the meeting of the Board of Directors of Ebert Metropolitan District held on May 26, 2020. Upon motion duly made, seconded and unanimously carried, the Board approved the Minutes, as presented.

**FINANCIAL ITEMS:**

**Unaudited Financial Statements** – Ms. Jacoby noted that the Financial Statements can be found on the District website - Ebertmd.colorado.gov. Ms. Sedgeley reviewed with the Board the unaudited financial statements for the period ending July 31, 2020.



## **RECORD OF PROCEEDINGS – DRAFT PENDING APPROVAL**

Ebert Metropolitan District

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Ms. Sedgley noted that she had received and addressed questions from the Fiscal Planning Committee which are attached herewith and incorporated as part of these Minutes.

Director Hittman discussed the District's flow of funds - "Distribution of 2020 Property Tax Payments" and noted that it could be located on the District's website.

**Status of Reserve Study by Town Center Metropolitan District** – Director Hittman reported on the status of the Reserve Study by Town Center Metropolitan District, noting that this study was performed by Town Center, shared with Ebert Metropolitan District in its draft form for comments from Ebert. Director Hittman reported on the recent meeting held with representatives from the Town Center Metropolitan District and the Fiscal Policy and Strategic Planning Committee, who provided feed-back and discussed the re-allocation of certain amenities, as appropriate. It was noted that an approximate amount of \$800,000 would be held in reserve (including Town Center Reserve Funds). It was further noted that Jerry Jacobs committed to work with the Fiscal Planning Committee to make the changes discussed at that recent meeting, by September 10, 2020. Director Hittman also acknowledged the contributions of Kel Klink, Jeff Shelton and Al Morie with evaluating and making recommendations regarding revisions to the Reserve Study.

### **DIRECTOR ITEMS:**

**Committee Status Reports** - Discussion ensued regarding the status of the following Committees:

1. **Election Review and Evaluation Committee** – Committee Chair Sandra Hittman reported that a Committee meeting is scheduled for September 9<sup>th</sup> at 10:00 a.m. It was noted that Sue Blair was the Designated Election Official ("DEO") and would be a part of this committee with the goal of better planning and better preparation, for recommendations of how best to conduct elections and share information about candidates in the future, while still meeting the intent of election law. Director Hittman directed participants to the District's website, Election tab, for a Memorandum regarding campaigns and elections - acceptable and prohibited actions. Director Hittman also discussed the status of the District's boundary map.
2. **Communications / Education / Community Engagement Committee** – Committee Chair Yvonne Flood reported that the next steps were to determine the goals for the Committee. To create educational materials and to engage the community more as well as to develop a plan for implementation, abiding by the mission statement of the Board; with continued maintenance and content of the website and the possibility of including a Q&A Section; providing links to other educational sites and to create an archive policy. Development of a communication section could possibly consist of a newsletter and announcements. Director Flood requested additional volunteers for the Committee. She noted that traffic

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to the website homepage had increased by 67% from last week; most likely attributed to the announcement of the Board Meeting, nonetheless, bringing public to view the website.

3. Landscape Committee – Committee Chair Cynthia Barclae reported on discussing with Denver.gov representatives the different types of plantings installed in the community; more appropriate plantings and how to care for those plantings. Director Barclae noted that a Zoom meeting would be forthcoming with Master Gardener to provide knowledge to the residents regarding plant survival in a cost-effective manner. She noted that a productive meeting was also held with the Joint Landscape Committee consisting of representatives from Ebert, the Town Center Metropolitan District and Subdistricts. Board meeting attendees were directed to the materials included in the meeting packet for more information.
4. Fiscal Policy / Strategic Planning Committee – Committee Chair Sandra Hittman discussed the consolidation of the Fiscal Policy and Strategic Planning Committee as one Committee and noted that a couple of Committee meetings have been held. She also introduced Murray Hawthorne is the chair of this Committee. Director Hittman stated that she is currently the Board Sponsor and she suggested that she drop off as the Board Sponsor allowing for Todd Creger to step into the Board Sponsor position as soon as his Oath of Office is filed.

Murray Hawthorne reported on the status of the Committee noting that representatives are educating themselves on the complexities of the District and relationships with other entities, as well as and taking any assignments from the Sponsor.

Intergovernmental Agreement (“IGA”) for Sharing Common Area Costs between GVR Metropolitan District and the District, dated January 1, 2012 (“IGA”) - Director Hittman noted that Ms. Sedgeley was in process with collecting specific documentation justifying the request to GVR for additional funds. At the last Board Meeting it was noted that an increase to the landscaping costs of more than 2% per year has been experienced. Having received the 2020 payment in accordance with the IGA, the Board requested the reimbursement of the shortfall amount calculated for 2020. As directed, Ms. Sedgeley drafted a request for reimbursement for the 2020 shortfall amount, including notice of an increase to \$0.25 per sq. ft. for 2021. However, Ms. Sedgeley reported that her efforts continue with Mr. Jacobs assistance, to gather specific documentation to substantiate the request. Mr. Jacobs noted that due to multiple components of different landscape elements and associated rates for plantings, trees, turf, etc., efforts continue to collect specifics and follow-up.

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**OTHER BUSINESS:**

Update from District 11 City Council Office, Melissa Sotelo on behalf of Council Member Stacie Gilmore's Office - Ms. Sotelo reported on the intersection of Elmendorf and Tower Road noting that it has met warrants and has been approved for the installation of a traffic signal for the first quarter of 2021, subject to funding. She noted that the light signal at Green Valley Ranch Blvd and Kittridge also has met warrants. Ms. Sotelo reported that racing and speeding concerns is being addressed with the Police Department; however, is subordinate to other urgent priorities. She noted that her office is working with the Department of Public Health and Environment and with the Mayor's office to acquire more resources for COVID19 concerns.

Town Center Metropolitan District Report – Mr. Jacobs reported on COVID19 matters; work orders; the Reserve Study, post office box matters; the completion of The Lodge and The Enclave; District 4 fencing matters; well matters; winterization of irrigation systems and Green Valley Ranch Blvd repair status. His written report is attached herewith and incorporated as part of these Minutes.

Capital Project Update – Mr. Foster reported on the status of replacements of plant life on 56<sup>th</sup> Avenue due to freeze damage; the construction of 38<sup>th</sup> Avenue from Himalaya to Odessa which is scheduled for completion in November 2020; completion of the Tower Farms Subdivision (not funded by either Ebert or Town Center); the completed design and construction of Maxwell and Argonne (a Town Center capital project) and work with the City of Denver on traffic signals for Elmendorf & Tower Rd.; Maxwell & Tower (between Elmendorf and 56<sup>th</sup> Ave); and Argonne and 56<sup>th</sup> Ave.

**LEGAL ITEMS - EXECUTIVE SESSION** as needed to hear legal advice from Counsel pursuant to Section 24-6-502(4)(b): There was no executive session held.

Appointment of an Ebert Metropolitan District Board Member to the Town Center METROPOLITAN DISTRICT Board of Directors – Director Hittman and Attorney Mayers reported that the appointment of representatives from each District to the other District raised concerns regarding keeping confidences between the Districts and posed conflicts of interest. Further analysis will be undertaken.

Green Valley Ranch North Development Agreement between the City and County of Denver; C&H Ranch Company LLC; Oakwood Commercial Ventures LLC; OC 2001, LLC; HC Development & Management Services, Inc.; Town Center Metropolitan District; Ebert Metropolitan District and School District No. 1 in the City and County of Denver, dated February 20, 2003 – Director Hittman reported that the Ebert Metropolitan District is still exploring options regarding the possible recovering of \$2.9M of funds.



**RECORD OF PROCEEDINGS – DRAFT PENDING APPROVAL**

Ebert Metropolitan District

August 26, 2020

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**Addendum to Second Amended and Restated District Facilities Construction, Funding and Service Agreement (“IGA”)** – Director Hittman noted that this matter ties to the Intergovernmental Agreement (“IGA”) for Sharing Common Area Costs between GVR Metropolitan District and the District. She discussed the concerns regarding subsidizing by Ebert for Town Center (or other entity), noting that Ebert facilities and those expenditures of funds received from Ebert, be specifically limited to facilities and services within Ebert boundaries which directly benefit Ebert property owners and residents.

She noted that 60-days’ notice to GVR is a requirement for termination of the IGA; however, this matter will be deferred for further consideration by the Fiscal Policy / Strategic Planning Committee.

**New General Counsel Representation** – Director Hittman discussed the desire to eliminate a conflict of interest that exists between the Ebert Metropolitan District and the Town Center Metropolitan District both represented by general counsel within Spencer Fane, LLP, and further, the recent action taken by Spencer Fane, LLP as general counsel representatives for both Districts, recusing themselves from matters related to the recovery of the aforementioned \$2.9M. Director Hittman discussed the interview process for replacement of general counsel for the Ebert Metropolitan District and recommended engaging Attorney Kimberly Bruetsch with Robinson, Waters and O’Dorisio, P.C. (“RWO”).

Following discussion, upon motion duly made, seconded and unanimously carried, the engagement of Robinson, Waters and O’Dorisio, P.C. was approved replacing Spencer Fane, LLP as general counsel for the Ebert Metropolitan District.

**PUBLIC COMMENT:** Public comments were addressed.

**ADJOURNMENT OF MEETING:**

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

It was noted that the next regular Board meeting is scheduled for Tuesday, October 27, 2020 at 6:00 p.m. to be held at the Denver Recreation Center, 4890 Argonne Way, or via Zoom (TBD).

The foregoing Minutes constitutes a true and correct copy of the proceedings of the above-referenced meeting and were approved by the Board of Directors of Ebert Metropolitan District.

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Secretary for the Meeting

# DRAFT PENDING BOARD APPROVAL

## RECORD OF PROCEEDINGS

### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF EBERT METROPOLITAN DISTRICT

**HELD:** Monday, the 28<sup>th</sup> day of September, 2020, at 11:30 a.m., held via Zoom.

**ATTENDANCE:**

A special 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:

Todd Creger, Treasurer  
Yvonne Flood, Assistant Secretary  
Cynthia Barclae, Assistant Secretary

Also present via Zoom were:

Lisa A. Jacoby; Community Resource Services (CRS), District Manager  
Kimberly Bruetsch; Robinson Waters & O'Dorisio, P.C.  
Sandra Hittman; member of the public

**ADMINISTRATIVE ITEMS:**

**Call to order** - The special meeting of the Board of Directors of the Ebert Metropolitan District was called to order at approximately 11:30 a.m. via Zoom video/audio conference.

**Confirmation of Location and Posting of Meeting Notices** – Ms. Jacoby reported that she had physically posted at the regular meeting location as well as on the website, the Meeting Notice and Agenda.

**Quorum** - A quorum was declared.

**Agenda** – Following discussion, upon motion duly made, seconded and unanimously carried, the Board approved the Agenda, as amended.

**Resignations** – Ms. Hittman reported that she was no longer qualified as a Board Member due to the sale of her home occurring this day, prior to convening this meeting. Further, it was noted by Ms. Jacoby that Katie McDonald had resigned effective September 23, 2020.

**Appointment of Sandra Hittman as a Consultant to the Board** – Following discussion, upon motion duly made, seconded and unanimously carried, the Board appointed Ms. Hittman as a consultant to the Board.

**RECORD OF PROCEEDINGS – DRAFT PENDING APPROVAL**

Ebert Metropolitan District

September 28, 2020

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**ADJOURN TO EXECUTIVE SESSION TO RECEIVE FROM ATTORNEY SPECIFIC LEGAL ADVICE pursuant to 24-6-402(4)(b) of the Colorado Revised Statute**

– Pursuant to Section 24-6-402(4)(b) of the Colorado Revised Statutes, upon motion duly made by Director Creger, seconded by Director Flood and, upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 11:46 a.m. for the purpose of receiving from the Board's attorney, legal advice on specific legal questions as authorized by Section 24-6-402(4)(b), C.R.S., related to the Intergovernmental Agreement for Sharing Common Area Costs between GVR Metropolitan District and the District, and related to the Green Valley Ranch North Development Agreement between the City and County of Denver; C&H Ranch Company LLC; Oakwood Commercial Ventures LLC; OC 2001, LLC; HC Development & Management Services, Inc.; Town Center Metropolitan District; Ebert Metropolitan District and School District No. 1 in the City and County Denver, dated February 20, 2003.

Furthermore, pursuant to 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of those portions of the executive session that, in the opinion of the District's counsel, constitutes privileged attorney-client communication pursuant to 24-6-402(4)(b), C.R.S.

The Board reconvened in regular session at 12:20 p.m.

**Board Vacancies** - Following discussion, the Board determined to post on the District's website a solicitation for Board Candidates as was performed with prior vacancies, in an effort receive a broader geographical pool of qualified candidates to select from. A deadline for submission of Candidate Questionnaires was determined for October 16, 2020 with interviews to be held the week of October 19, 2020. Further, the Board authorized Ms. Jacoby, Director Creger and Director Barclae to conduct candidate interviews posing the same questions as posed to prior candidates.

**Green Valley Ranch North Development Agreement between the City and County of Denver; C&H Ranch Company LLC; Oakwood Commercial Ventures LLC; OC 2001, LLC; HC Development & Management Services, Inc.; Town Center Metropolitan District; Ebert Metropolitan District and School District No. 1 in the City and County of Denver, dated February 20, 2003** – Following discussion, the Board authorized Director Creger to work with Attorney Bruetsch to draft follow-up correspondence to the Town Center Metropolitan District regarding the possible recovering of an alleged \$2.9M of funds.

**ADJOURNMENT OF MEETING:**

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

It was noted that the next regular Board meeting is scheduled for Tuesday, October 27, 2020 at 6:00 p.m. to be held at the Denver Recreation Center; 4890 Argonne Way, or via Zoom (TBD).

**RECORD OF PROCEEDINGS – DRAFT PENDING APPROVAL**

Ebert Metropolitan District

September 28, 2020

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The foregoing Minutes constitutes a true and correct copy of the proceedings of the above-referenced meeting and were approved by the Board of Directors of Ebert Metropolitan District.

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Secretary for the Meeting

DRAFT





August 24, 2020

Via email only: smhittman@aol.com

Ebert Metropolitan District  
c/o Sandra Hittman, President

**RE: LEGAL SERVICES AGREEMENT**

Dear Ms. Hittman:

We are pleased that you have asked Robinson Waters & O'Dorisio, P.C. ("we", "RWO" or the "Firm") to serve as counsel to you in connection with the matters described in this letter. The purpose of this letter is to set forth the terms and conditions of the engagement under which the Firm is to perform legal services for the parties described below, as more fully described below.

1. **Engagement.** Our client in this matter will be Ebert Metropolitan District ("you"). We will be engaged by you to represent you with respect to the administration of the special district (the "Engagement") and such other matters as you may request. If the Firm's services are expanded to cover additional matters, the provisions of this letter will cover those matters unless some other mutual understanding is set forth in writing.

2. **Fees, Costs and Expenses.** All work will be billed based on hours worked by members of the Firm. Kimberly A. Bruetsch will be primarily handling this matter. As each matter or matters progress, we may modify the staffing to suit your needs and the availability of personnel. The Firm strives for efficiency in our management of a client's work. One way we do that is to match the right expertise with the need at hand. Billing rates are adjusted periodically, but until further notice, Kim's current billing rate is \$350.00 per hour. In addition to engaging legal assistants and/or associate attorneys as appropriate, if necessary, we may consult with other attorneys at the Firm. Appropriate tasks will be delegated to paralegals (currently \$110.00 per hour), law clerks (currently \$95.00 per hour) or associates (currently \$260.00 per hour) in order to complete the work as cost effectively as possible. Work performed by legal secretaries will not be charged. You will be billed for all identifiable costs and charges, such as electronic legal research, photocopy charges, courier and delivery fees, court filing fees, travel expenses, and other fees incurred by the Firm for outside services approved by you, if any, and similar charges. You will be billed by the Firm on a monthly basis for fees and expenses incurred (currently, the Firm's billing cycle concludes on the 20th day of each month). The invoice will be due and payable upon receipt.



3. **Retainer.** The Firm does not require a retainer from you at this time.

4. **Right to Withdraw.** It is specifically agreed that, subject to compliance with the applicable rules of court and the applicable rules of professional conduct in Colorado, the Firm has the right to discontinue performance of further legal services for the you and to withdraw as your legal counsel if any statement is unpaid, regardless of the status of the matter and regardless of any event or proceeding which may be then pending, unless the parties have reached a subsequent written agreement with respect to the unpaid balance. Any such withdrawal will not prejudice or otherwise affect the Firm's right to seek collection of any amounts billed or unbilled as of the date of any such withdrawal.

5. **Timing of Projects.** The preparation of documents may have time constraints involved. The Firm will attempt to avoid any substantial delays in meeting the schedules, which have been agreed upon. The timing as to final drafts of all documents and filing of required documents will depend in large part upon how soon documents and information requested by the Firm can be furnished by the you, and the availability of its representatives to review the material or make decisions. The Firm agrees to use the Firm's best efforts to complete work in a reasonable and timely manner.

6. **Conflicts of Interest.** It is recognized that the Firm is not in a position to represent conflicting interests of different clients. Upon accepting any new client or new matter, the Firm attempts to determine whether the engagement would present a conflict with any other matter pending for any other client. We have previously reviewed our records to determine whether our representation of you would create a conflict of interest for the Firm. We likewise review conflicts as each new matter is opened, and will advise you if, at any time, there appears to be a conflict of interest which requires further consideration. Prior to opening the Firm's initial files for you, we have run conflicts on Ebert Metropolitan District. Please inform us immediately if there are additional persons or affiliated companies that we should check in our conflicts data base other than those individuals and entities set forth in the foregoing provisions of this paragraph. Our records do not reveal an existing adverse representation of another client on any matter that is substantially related to the matters for which we will currently be representing you.

7. **Ownership of Files and Records.** Original records or any records or files that the Firm accepts upon the understanding that they belong to you remain your property. Work product produced by the Firm for you will be property of you, and the Firm. Upon the termination of the engagement, the Firm will return to you any property belonging exclusively to you upon your request. In addition, except as provided for above, copies of the Firm's files and other materials which the Firm may have accumulated during the Firm's representation of and you will be made available to at your expense; however, the Firm will have the right, at the Firm's discretion, to dispose of these files at such time as the Firm determines that the files need not be retained any longer. After such destruction, the Firm's files will no longer be available.

8. **Client Cooperation and Client Satisfaction.** You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to pay our statements for services and expenses pursuant to this engagement letter. IT IS OF THE UTMOST IMPORTANCE FOR THE FIRM TO KNOW AT ALL TIMES THAT YOU ARE SATISFIED WITH THE LEGAL SERVICES PROVIDED BY THE FIRM. So that there will always be full and open communication between the Firm and you, and so that the Firm may clearly understand and promptly deal with any concerns you may have about the Firm's services, you agree to let the Firm know immediately in writing of any concerns you may have about the services the Firm is performing for you, or invoices that have been rendered.

9. **Right to Terminate Engagement.** Because the Firm is merely your representative, you may terminate the Firm's engagement at any time. Further, because of the nature of the work which the Firm is performing, the Firm reserves the right to terminate such work at any time by giving written notice to you. However, the Firm would not normally exercise this prerogative unless circumstances occur which cause the Firm to believe that it would be improper for the Firm to continue the engagement, and in any event if the Firm terminates the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter. If permission for withdrawal is required by a court, the Firm will promptly apply for such permission, and you agree to engage successor counsel to represent and you. Your termination of the Firm's services will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter. Unless previously terminated, the Firm's representation of you on any particular matter will terminate upon our sending you our final statement for services rendered in that matter. Following such termination, any otherwise nonpublic information you have supplied to the Firm which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own internal files pertaining to the matter will be retained by the Firm. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, the Firm reserves the right to destroy or otherwise dispose of any such documents or other materials (including without limitation copies of electronically stored information provided to us by you) retained by us within a maximum five year time frame after the termination of the engagement.

10. **Fee Dispute (Arbitration).** Any fee dispute which arises between you and the firm shall be settled by arbitration in accordance with the Uniform Arbitration Act of 1975, §13-22-201, et seq., C.R.S. The cost of arbitration shall be divided equally among all the parties and each shall be responsible for their individual legal fees, if any. Arbitrators will be selected by mutual consent of the parties. If the selection of an arbitrator cannot be reached in this manner the matter will be referred to the Judicial Arbitrator Group ("JAG") for the appointment of an arbitrator in accordance with the rules and regulations of JAG in effect at the time of the submission of the dispute. All arbitration hearings will be held within the Denver metropolitan

area at a time and place designated by the arbitrator. Procedures will be informal and decisions rendered will be binding upon all parties and recognized by any court of law.

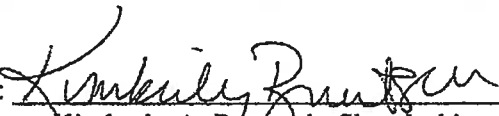
11. **Post-Engagement Matters.** It is possible that, after completion of a particular matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

12. **Illegal Aliens--Public Contracts for Services.** RWO's engagement with you qualifies as a "contractor" pursuant to C.R.S. § 8-17.5-101(2). RWO hereby certifies that, as of the date hereof, (1) RWO does not knowingly employ or contract with an illegal alien and (2) RWO has participated or attempted to participate in the Basic Pilot Program (as defined in C.R.S. § 8-17-101(1)) in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States. In compliance with C.R.S. § 8-17.5-102(2), the provisions set forth in Exhibit A to this Agreement are incorporated herein and made a part hereof.

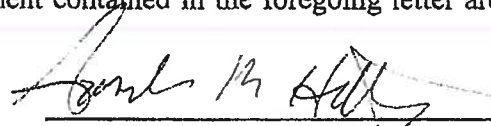
Thank you for choosing Robinson Waters & O'Dorisio, P.C. to represent you. If there are any questions or comments concerning this Legal Services Agreement, please do not hesitate contact me. Otherwise, please sign and date a copy of this letter and return it to me to acknowledge your receipt and acceptance of the terms of our engagement as reflected in this letter. A copy of this letter should be retained by you.

Very truly yours,

ROBINSON WATERS & O'DORISIO, P.C.

By:   
Kimberly A. Bruetsch, Shareholder

The terms of the Legal Services Agreement contained in the foregoing letter are agreed and accepted.

  
Ebert Metropolitan District  
By: Sandra Hittman  
Its: President

**PRIVACY POLICY OF ROBINSON WATERS & O'DORISIO, P.C.**

Federal law now requires all providers of personal financial services, including attorneys, to inform their personal financial service Client of their policies regarding privacy of Client information. Our privacy policy is stated in this notice. Attorneys have always been and continue to be bound by professional standards of confidentiality that are far more stringent than those required by federal law and that apply to all Client, not just Client to whom we provide personal financial services. Therefore, we have always protected your right to privacy.

**Categories of Nonpublic Personal Information We Collect**

We collect nonpublic personal information about you that you provide to us or that we obtain with your authorization.

**Parties To Whom We Disclose Information**

We do not disclose any nonpublic personal information about current and former Client that we obtain in the course of our practice unless you direct or authorize us to disclose such information, except as required or permitted by law and standards of professional ethics. Permitted disclosures include, for example, providing information to our employees, and in limited situations, to unrelated third parties, such as your accountant, who need to know that information to assist us in providing services to you. In such situations we stress the confidential nature of the information being shared.

**Practice Regarding Confidentiality and Security of Nonpublic Personal Information**

We retain records relating to professional services that we provide so that we are better able to provide you with legal advice and to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

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*Please call if you have any questions about this privacy policy. We take very seriously your privacy and our professional ethical duties.*

EXHIBIT A

A. Robinson Waters & O'Dorisio, P.C. ("RWO") shall not:

1. knowingly employ or contract with an illegal alien to perform work described in RWO's Agreement Regarding the Representation and Billing Practices of Robinson Waters & O'Dorisio, P.C. (the "Agreement"); or
2. enter into a contract with a subcontractor that fails to certify to RWO that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services set forth in the Agreement.

B. RWO:

1. has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program;
2. shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while performing the services set forth in the Agreement;
3. shall be required (only if RWO has actual knowledge that a subcontractor performing the services set forth in the Agreement knowingly employs or contracts with an illegal alien):
  - (a) to notify the subcontractor and the Airport Authority within three days that RWO has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (b) to terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (a) of this subparagraph B.3. the subcontractor does not stop employing or contracting with the illegal alien; except that RWO shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien; and
4. shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such department is undertaking pursuant to C.R.S. § 8-17.5-102(5).



**Committee Title:** Election Process, Evaluation, Review and Improvement

**Committee Type:** Ad Hoc

**Purpose/Charge:**

- Evaluate the Ebert election process for the 2020 year and make recommendations for improvement which honor the legal requirements and process.
- Consider the questions submitted by voters and the existing DOLA FAQs
- Consider any special provisions or new suggestions that have been identified by the current pandemic. The committee may also
- Consider setting measurable benchmarks for voter turnout for the next election.
- Identify any election process education materials (Not related to specific candidates) or methods to improve turnout
- Other recommendations as identified by group

**Membership:** *(A minimum of 1 Ebert Board Member and additional board member if justified, but never what would constitute a Board Quorum; and 2 to 3 Community members; content experts as needed).* Current membership includes;

- Board Sponsor: \_\_\_\_\_, **Board Member**
- Current Volunteers: James Moore, Community Member  
Tom Kennedy, Community Member  
Khadija Haynes, Community Member  
Patty Davis, Community Member  
Sue Blair, CEO; Community Resource Services, LLC
- Committee to select Chairperson

**Term:** To be completed by October 27, 2020 meeting

**Resources:** Committees must coordinate all resource requirements with/through Lisa Jacoby, District Manager. This includes Professional personnel time, conference call in numbers and other resources as needed.

**Records and Communications:** *(Committees are required to send to District Manager Lisa Jacoby)* Recommendations and summary are due by Thursday October 15, 2020, to meet agenda and content deadlines for the October Ebert meeting.

**Committee Title:**      **Communication/Education Committee**

**Committee Type:**     Standing

**Purpose/Charge:**

- Evaluate communication and education needs for Ebert District community with a goal of increasing community awareness, knowledge and participation in District meetings.
- Community Engagement
- Develop a communication plan
  - Ebert website
  - Quarterly newsletter
  - Other
- Other recommendations as identified by District Board or Committee

**Membership:** *(A minimum of 1 Ebert Board Member and additional board member if justified, but never what would constitute a Board Quorum; and 2 to 3 Community members; content experts as needed).* Current membership includes;

- Board Sponsor: **Yvonne Flood, Board Member**
- Current Volunteers:
- Volunteers Needed: 2-3 members of the community and 1 additional board member
- Committee to select chairperson

**Term:** Ongoing – Quarterly reports and recommendations

**Resources:** Committees must coordinate all resource requirements with/through Lisa Jacoby, District Manager. This includes Professional personnel time, conference call in numbers and other resources as needed.

**Records and Communications:** *(Committees are required to send to District Manager Lisa Jacoby)* Recommendations and summary are due by Thursday October 15, 2020, to meet agenda and content deadlines for the October Ebert meeting.

# Ebert Metropolitan District Board of Directors

10-27-2020

## **Ebertmd.gov Website Policies & Procedures – Proposal for consideration and approval**

Ebertmd.gov has been secured and developed by the Ebert Metropolitan District Board for the sole purpose of providing information, documents and announcements strictly related to Ebert Metropolitan District and in accordance with the Mission of the District Board. This site is not intended to support any type of advertising or documentation from external organizations, links or announcements. Every effort will be made to keep the site current and relevant to Ebert Metropolitan District business for the use and education of Ebert Metropolitan District community members.

### **Website Host**

The Ebertmd.gov website is hosted at no cost to the District by the State of Colorado State Internet Portal Authority (SIPA). Content on the site is maintained by the Board of Directors working with the District Manager, which provides support services to the Ebert Board of Directors based upon the hourly cost of a Web developer.

### **Website Content Requirements**

All content will be determined by Ebert District Board Members according to the following requirements:

- Content must be directly related to Ebert Metropolitan District business, communication and information.
- No external content or information will be posted.
  - External links: external links to other pertinent government sites and information **may** be provided when determined by the Board to be important and pertinent information for the Ebert District community.
  - Ebert Metropolitan District will not be responsible for the accuracy of content on any external sites for which a link is provided.
  - The Ebertmd.gov website at times may provide links to publicly available websites that are government-owned or government sponsored, including domains ending in .gov, as long as they are related to District business and communication efforts.
  - Ebert Metropolitan District Board does not control or guarantee the accuracy, relevance, timeliness, or completeness of information contained on a linked website.
  - Ebert Metropolitan District Board does not endorse any organizations sponsoring linked websites and we do not endorse the views they express or the products/services they offer.
- Dated documents posted on the website (i.e., agendas, minutes and budget/accounting documents) will available on the site for a period of three (3) years, at which time the documents will be archived according to District records requirements. Copies of older documents may be requested through the District Manager according to the requirements and costs for such requested copies of documents pursuant to Colorado Open Records Act - Ebert Metropolitan District CORA Resolution adopted November 19, 2019.



- **The Ebert Metropolitan District Board, through a designated Board Representative, will determine the appropriateness of and approve content to be posted according to the requirements listed above, along with the assistance of the District Manager. The Board Representative also may work with the Communications and Community Engagement Committee to review and consider content for the site which will further the purpose of the Committee as approved by the Board as a whole.**

## Lisa Jacoby

---

**From:** Cynthia Barclae <av8trix151@yahoo.com>  
**Sent:** Thursday, September 24, 2020 5:40 PM  
**To:** Lisa Jacoby; Jennifer Woods; Alvin Morie; jhayes@oakwoodhomesco.com; Jerry Jacobs  
**Subject:** Fw: LANDSCAPE COMMITTEE Meeting 9/24/20  
**Attachments:** Landscape Report 8-18-20.docx; GardenPark-NewTreePlantings1.jpg; GardenPark-NewTreePlanted.jpg; GardenParkTree.jpg; Untitled; GraffitiBoxManuf.jpg; Graffiti.docx; Mailboxes 53rd DUNKIRK.msg

Good Evening,

For Your Review

Attached is the Landscape Recommendation.

Fairway Villas 1: Garden Park Tree Photo. Planted on 9/17/20. Temp 101 degrees. Water Source: Sprinklers 7:05 pm

Fairway Villas 1: Tree Planting Photo. Planted 9/17/20. Temp 101 degrees No water source

Graffiti Fairway Villas 1: Behind Dunkirk & 53<sup>rd</sup> Ave: Location: beginning of Greenway off Dunkirk

Graffiti: Fairway Villas 1: Manufacturer with suggestions how to clean. (docx)

Mailboxes: No Landscaping. All other areas GVRN have Landscaping around Mailboxes.

Submitted by

Cynthia Barclae

2489216600

Director-EBERT Metro District Board

Timberline Meeting was July 31, 2020.

Established Subdistrict Volunteers and Chairperson.

## Report August 28, 2020

**Attached:** Mosquito Report by Mr. Polonsky, but incomplete

**Recommendation:**

Complete report and Identify responsibility by GVR-N or Denver County.

**Schedule:** Mosquito Control belonging to GVR-N. Weather dependent.

**Standing water within Subdistricts.** Inform residents how to report or include in Lawn Service contracts to report to District Manager if any areas are present.

*Landscaping Recommendations:*

**Damaged or dead trees:** cut to grade without leaving a 6" stump as seen presently. Slower decay. Safety hazard for lawn service and unsightly.

**Tree Posts:** District removes or advise homeowners with more than 6 months ownership to remove, per Michelle Ferguson (Forestry of Denver) report.

**Side note on Tree Posts:** Per Charles Foster, Post removal were contracted to be covered in original Landscaping Company (LC) to come back and remove post. Timberline District Consulting, LLC would govern Contract Monitoring to determine if included.

**Garden Park FV1:** cut stumps to grade and remove metal post left behind by Landscape Company (LC) who removed the dead pines. Stump over 6 inches above ground remain and will not decay as quickly if cut to grade. **Trees replanted on 8/24 in 100 degree heat. Approx 6" dirt topped base of plant. Sprinklers watered at 7:05pm Tree planted is Maple Fall Field, (Sugar Maple). Not an Alkaline resistance species. Warranty? Three (3) Trees planted on Tree Lawn. Unknown Species and unknown water source.**

Refer to Contract for removal specification instructions by TDC, LLC.

**Recommendation:** Seed and maintain by grass cutting. Do not replace. No water lines. Too costly to maintain.

**Recommendation:** Schedule Fall cleanup thru-out GVR-N. Remove all dead shrubbery, trees, and pine trees.

**\*\*Do not replant until soil testing is complete. Testing will/should determine plantings harmonious to GVR-N soil. Identify appropriate plants.**

**Schedule:** Planting in accordance with list provided by Forestry Dept. How to plant a tree instruction attached to contract.

**Schedule early spring:** Noxious Weed Control. Spraying thru out GVR-N as recommended by Kelly Uhing, City Naturalist.

**Recommendation:** Soil Testing. Subdistrict Volunteers collect samples. Kits available through CSU.

**Recommendation:** Discussion for possible Zero Scape areas instead of replanting. Better for the Environment, Water Conservation and Cost Effective.

**Schedule:** Planting for spring, weather pending, ie, snow, frost or low temps.

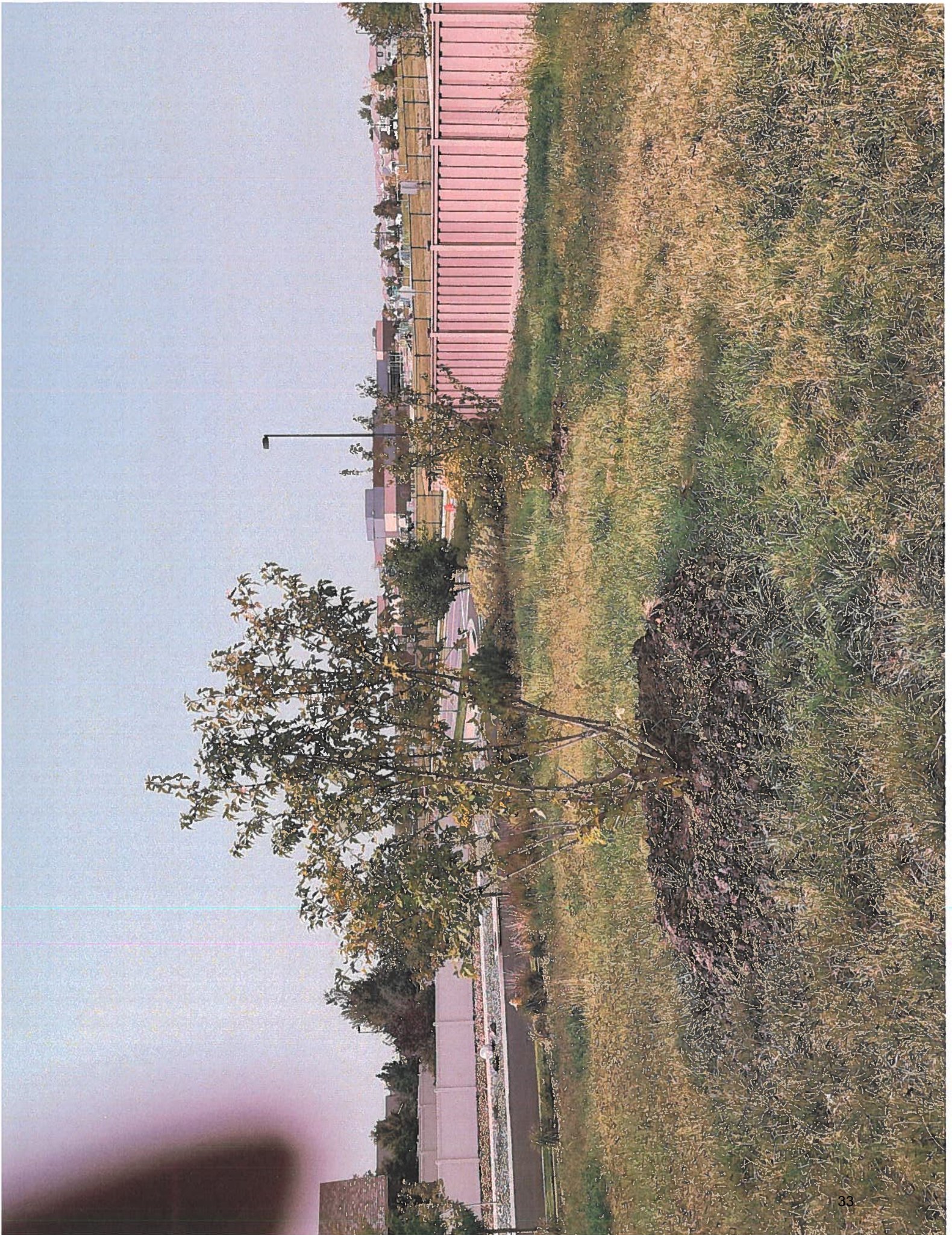
**Recommendation:** Gardening Presentation for Residents. This presentation is offered by CSU thru Master Gardener. Schedule by ZOOM or Live.

**\*\*This will also be discussed at TCMD Scheduled meeting on Aug 28, 2020.**

See Mosquito Report.

Submitted by  
Cynthia Barclae  
Director-EBERT Metro District  
2489216600





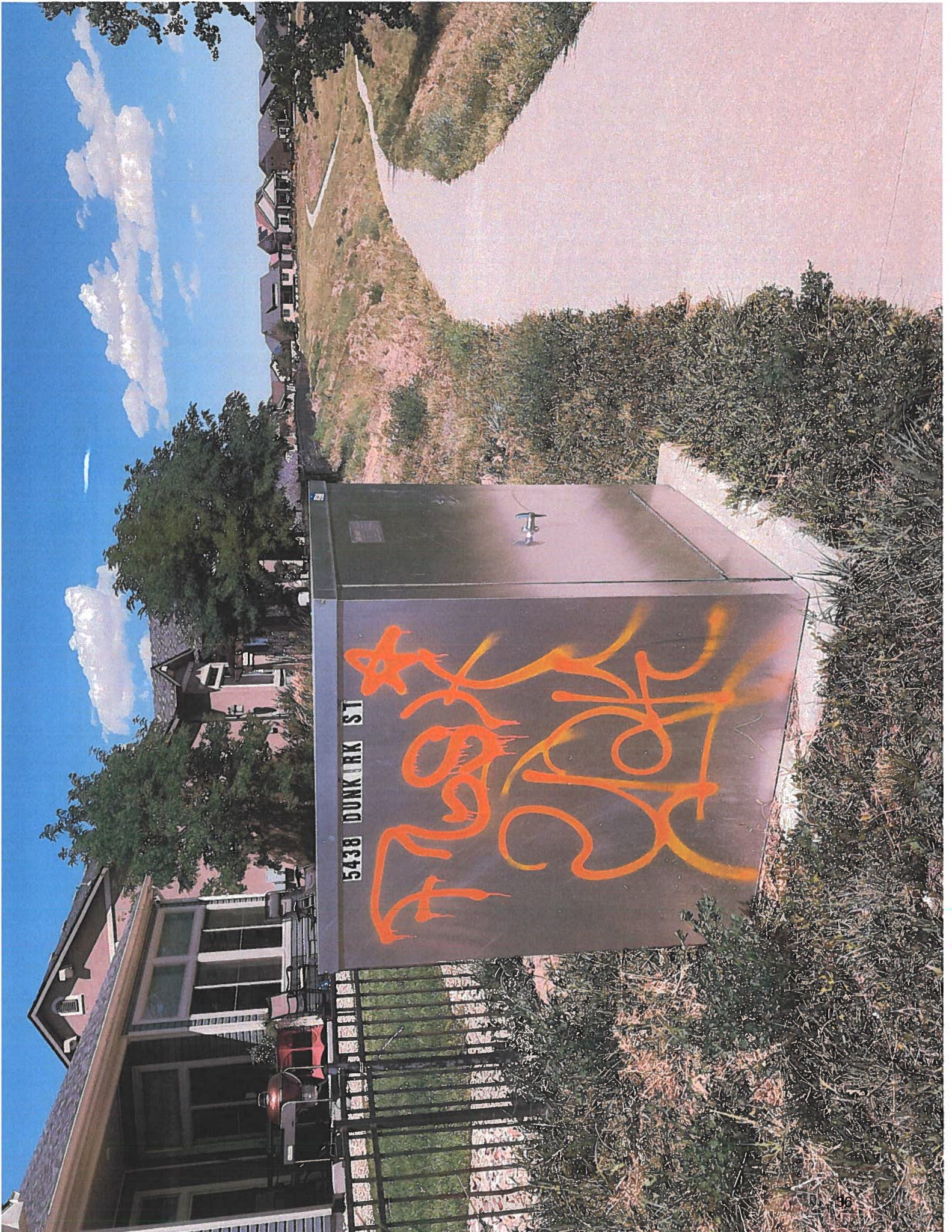
















**AQUA SHIELD**  
NO. LITTLE ROCK, AR 72118  
Voice: 1-501-791-1800  
Web: [www.aquashieldenclosures.com](http://www.aquashieldenclosures.com)



Model No. MBFP-6  
Serial No. 1903300

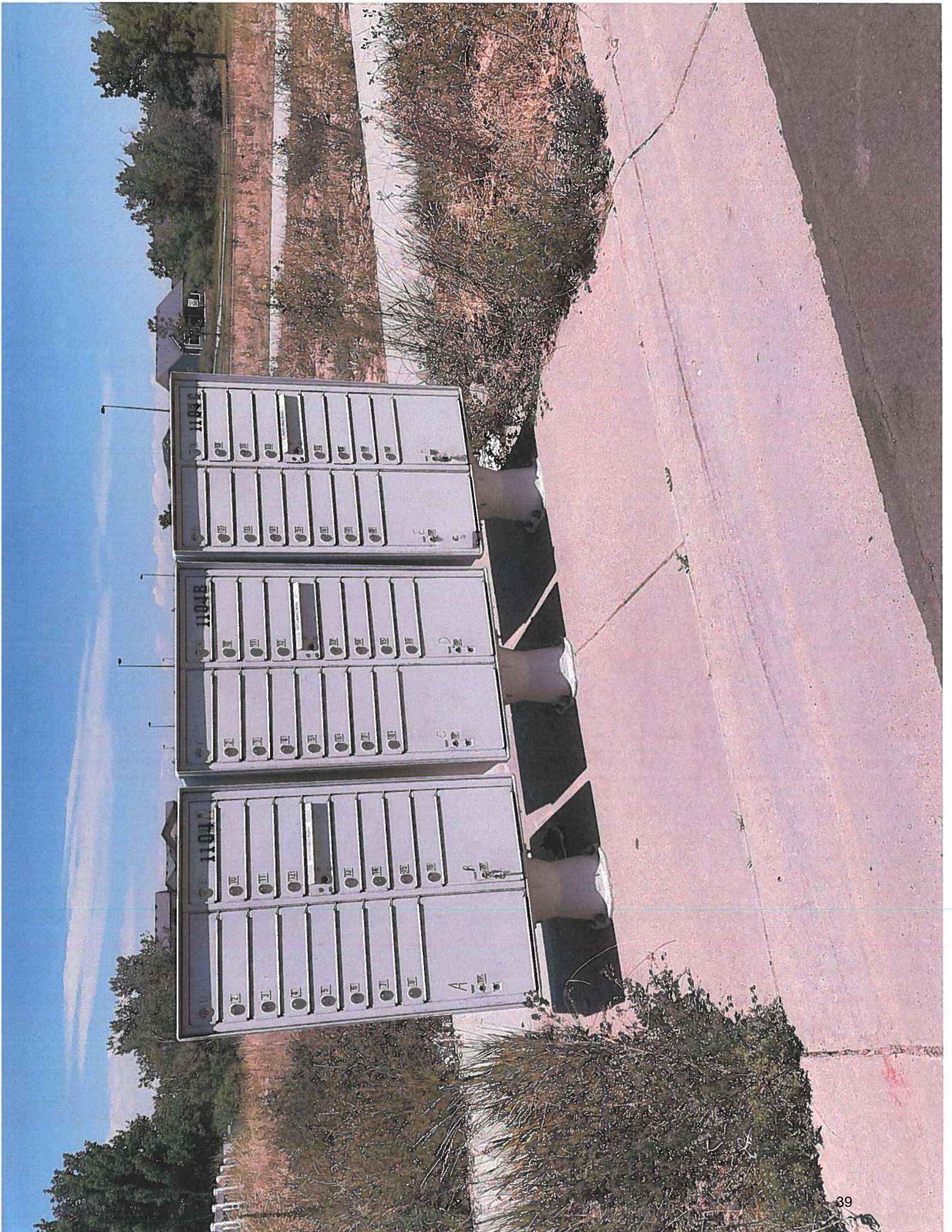
Cynthia,

Paint thinner will usually do the trick. I would watch a YouTube video to make sure all the proper steps are followed. If the Board is not the owner I would make sure the owner of the enclosure is on board or make them do it. Also, a lot of owners are wrapping their enclosures like you would a car or bus. Allows for the enclosure to be used as signage. I have pictures of one on my home page wrapped with the AquaSHIELD logo. And of course the aluminum can be painted as well. Hope this helps.

Walt Howard  
Owner  
501-454-3791

Walt Howard  
501-454-3791







**Committee Title:** Fiscal Policy Committee

**Committee Type:** Standing

**Purpose/Charge:**

- To evaluate and understand the fiscal approach of the district to meet its current and future obligations
- To understand all of the accounts, financials, documents, agreements, regulations and processes that impact the status of the District's financials
- To make recommendations on reports, their frequency and content to ensure the district is meeting its current and future financial responsibilities
- Other recommendations as identified by group

**Membership:** *(A minimum of 1 Ebert Board Member and additional board member if justified, but never what would constitute a Board Quorum; and 2 to 3 Community members; content experts as needed).* Current membership includes;

- **Board Sponsor; Todd Creger, Board Member**  
Current Volunteers: Yvonne Flood, Board Member  
Kelvin Klink, Community Member  
Bill Schmidt, Community Member  
Debra Sedgeley CliftonLarsonAllen (CLA)
- Committee to select Chairperson

**Term:** Ongoing with a minimum of quarterly reports to the Board.

**Resources:** Committees must coordinate all resource requirements with/through Lisa Jacoby, District Manager. This includes Professional personnel time, conference call in numbers and other resources as needed.

**Records and Communications:** *(Committees are required to send to District Manager Lisa Jacoby)* Recommendations and summaries are due a minimum of 10 workdays prior to the next scheduled meeting, to meet agenda and content deadlines.

## INTERGOVERNMENTAL AGREEMENT FOR SHARING COMMON AREA COSTS

This INTERGOVERNMENTAL AGREEMENT FOR SHARING COMMON AREA COSTS (“**Agreement**”) is effective this 1st day of January, 2012, by **EBERT METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**EMD**”) and **GVR METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**GVRMD**”) (individually, a “**Party**” and together, the “**Parties**”).

### RECITALS

A. WHEREAS, EMD is organized and operated pursuant to the provisions of Article 1, Title 32, C.R.S., to provide, among others, landscape maintenance services within its jurisdictional boundaries, which is wholly located within the City and County of Denver, Colorado; and

B. WHEREAS, GVRMD is organized and operated pursuant to the provisions of Article 1, Title 32, C.R.S., to provide, among others, landscape maintenance and related services within the jurisdictional boundaries of GVRMD, which is wholly located within the City and County of Denver, Colorado; and

C. WHEREAS, GVRMD desires to have EMD provide landscape maintenance and related services to approximately 92,233 square feet of real property within the boundaries of GVRMD, as described in **Exhibit A** (the “**GVRMD Property**”); and

D. WHEREAS, pursuant to section 29-1-203, C.R.S., the Parties desire to establish an agreement to share the costs incurred by EMD for providing landscape maintenance and related services to the GVRMD Property; and

E. WHEREAS, the provision of landscape maintenance and related services by EMD for the GVRMD Property will promote the efficient use of tax revenues for the benefit of the taxpayers and residents of both GVRMD and EMD.

NOW THEREFORE, the Parties agree as follows:

### AGREEMENT

1. Landscape Maintenance Services. EMD shall provide landscape maintenance services for the GVRMD Property. The landscape maintenance services shall include all of the landscape maintenance services generally provided for EMD property including, but not limited to, turf and landscape maintenance and management, watering and covenant enforcement (“**Landscape Maintenance Services**”).



2. Costs. GVRMD's share of EMD's costs for the Landscape Maintenance Services to the GVRMD Property (the "Landscape Costs") for the first five years of this Agreement are calculated based on 2011 cost estimates for payment in 2012 with a 2% annual increase, as shown below:

Year	Costs
2012	\$16,617
2013	\$16,949
2014	\$17,288
2015	\$17,634
2016	\$17,986

3. Payment. Beginning in 2012, GVRMD shall provide payment to EMD by April 1 of each calendar year for the annual Landscape Costs allocated to GVRMD. As part of the budgeting process, in the year prior to the expiration of the five-year term the Parties agree to continue or otherwise adjust the annual schedule of Landscape Costs for each subsequent five year period, as may be needed to reflect then-current market conditions.

4. Term. The term of this Agreement shall be through December 31, 2016, and thereafter for consecutive five-year periods.

5. Termination. Either Party may terminate this Agreement upon sixty days written notice to the other Party.

6. Notices. Any notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by U.S. mail postage prepaid to the parties at the addresses listed below or as otherwise modified pursuant to this Section.

**For EMD:**

District Manager  
5600 S. Quebec Street, Suite 255-C  
Greenwood Village, CO 80111

**For GVRMD:**

District Manager  
18650 E. 45<sup>th</sup> Avenue  
Denver, Colorado 80249

7. Amendments. This Agreement may be amended only by written document signed by the Parties. During any year in which extenuating circumstances arise, or direct costs increase dramatically more than the 2% calculated above, both parties may meet to negotiate a written amendment to this agreement.

8. Waiver. The waiver by either Party of any breach by the other of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.

9. Entire Agreement. This Agreement embodies the complete agreement between the Parties regarding the subject matter herein and supersedes all prior agreements and understandings, if any.

10. Section Headings. The section headings in this Agreement are inserted for convenience and are not intended to indicate completely or accurately the contents of the Sections they introduce, and shall have no bearing on the construction of the Sections they introduce.

11. No Third Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a Party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

12. Duly Authorized Signatories. By execution of this Agreement, the undersigned represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

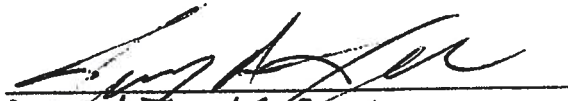
13. Duplicate Original. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

**EBERT METROPOLITAN DISTRICT**


By: \_\_\_\_\_  
Charlie Leder, President

Date:

Attest:


  
Jerry A. Jacobs, Secretary

**GVR METROPOLITAN DISTRICT**

By:   
Michael George, Chairman

Date: 4-20-11






Attest:

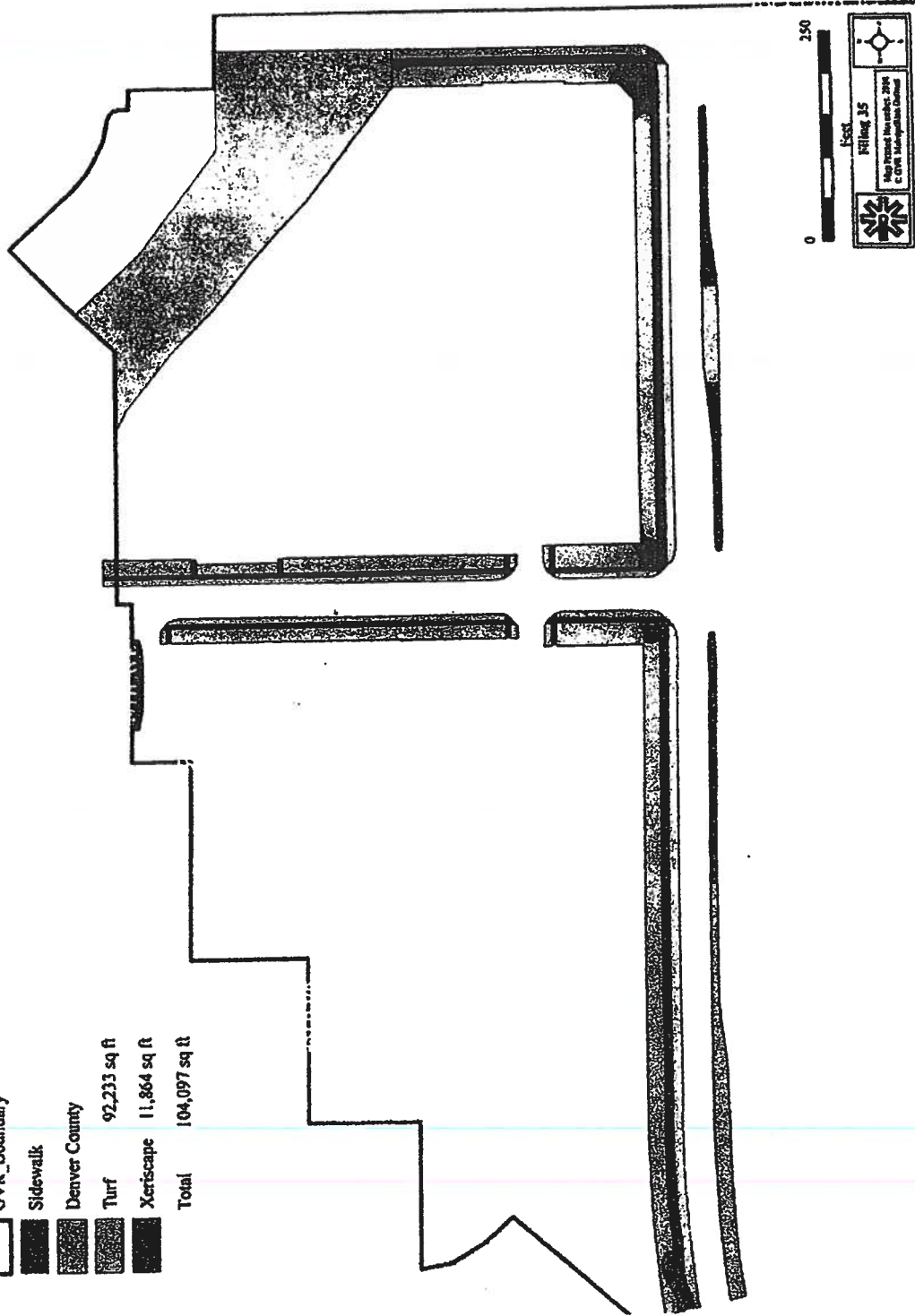
  
Mary Schumet, Secretary

0822.0303  
JEE 1054 v3  
GVR/AGMTS/2011

Exhibit A

Filing 35 Common Areas

	GVR_Boundary	
	Sidewalk	
	Denver County	
	Turf	92,233 sq ft
	Xeriscape	11,864 sq ft
	Total	104,097 sq ft





## Proposed Addendum to Bylaws

### **Board Vacancies.**

Irrespective of the length of the term remaining, and upon the occurrence of a board vacancy when greater than 6 months exist before the next regularly scheduled election, the Board shall:

1) Using the results from the last regularly scheduled election, in order of highest vote count to least vote count, contact the respective original election candidate(s) and inquire as to their current interest in appointment to Ebert Metro District Board service, and

2) Where a candidate affirms interest to appointment to Board Service, the candidate shall be informed of the duration of said appointment and, upon agreement by the candidate, the Board shall appoint such candidate(s) to the vacant Board position. Appointed candidates shall confirm their appointment by execution of the Oath of Office, and

3) When the number of board vacancies exceeds the number of confirmed appointments pursuant to the above, the Board hereby directs the District Manager to canvas the District for interested candidates by the most cost efficient means practical. Such canvassing correspondence shall:

a. Include a response deadline of 20 calendar days from the publication date of the solicitation for candidates, and

b. Include, and be limited to, the identical request for candidate information as used in the most recent regularly scheduled election.

### **Rationale:**

This process eliminates Board bias in the appointment process.

It recognizes and respects the original election where candidates may have invested personal funds and public contributions toward campaign activities for the express purpose of marketing and gaining public support of their candidacy.

It recognizes, upholds and respects the express public preference of the respective candidates as reflected in the most recent election results.

It eliminates redundant, avoidable, and unnecessary public and administrative time and cost that would otherwise be associated with less considerate methods of appointment. It validates the will of the people through the electoral process.

End

## Lisa Jacoby

---

**From:** Charles Foster <cfo sltd@aol.com>  
**Sent:** Tuesday, September 29, 2020 3:32 PM  
**To:** Lisa Jacoby  
**Cc:** Debra.Sedgeley@claconnect.com  
**Subject:** Re: Town Center MD Reimbursement Invoice  
**Attachments:** Scan TCMD Reimb. Invoice and attachments 9-29-20.pdf

Lisa -

I have revised the Invoice and attachments and included them in one Scan. In the process of assembling the Invoices I identified some additional costs and added them.

Please see attached Scan:

1. Ebert 2020 budget page 6
2. Revised Invoice for \$869,292.58
3. Cost Statement Summary. At the bottom of the page are listed the Reuse & Irrigation Water invoices.
4. Exhibit 1 describing the project timing and consultants
- 5-7. Landtech invoice with reuse and irrigation items highlighted
8. Landtech invoice for water meters
9. Environmental Landworks repair damage
10. DHM Design invoice, 50% estimated for reuse and irrigation  
Hydrosystems consultants 100% for piping design, Denver Water approvals & permits
11. Summit Services erosion control and inspections. 50% of their costs for 9 months
12. CIG safety inspectors for installing pipes near their gas lines
13. Foster typical invoice for multiple projects. Estimated 30 hours per month for 2019.
14. GVR Landscape invoice for improvements to GVR Boulevard and Dunkirk/Himilaya
15. Typical renovation designs including trees, rocks, shrubs and irrigation

I will be happy to answer questions.

Thank you, Charlie

-----Original Message-----

**From:** Lisa Jacoby <ljacoby@crsofcolorado.com>  
**To:** Charlie Foster <cfo sltd@aol.com>  
**Cc:** Sedgeley, Debra <Debra.Sedgeley@claconnect.com>  
**Sent:** Mon, Sep 28, 2020 10:57 am  
**Subject:** RE: Town Center MD Reimbursement Invoice

Hello Charlie, I had an opportunity to review the documentation provided. Is it possible for you to provide invoice substantiation for the \$506,857.75, as you have for the \$350,000.?

Lisa A. Jacoby | Senior Manager  
Community Resource Services of Colorado | [www.crs ofcolorado.com](http://www.crs ofcolorado.com)  
7995 E. Prentice Ave., Suite 103E  
Greenwood Village, CO 80111-2710  
303.381.4960  
303.381.4968 Direct Line  
720.350.0849 Cell

**From:** Charles Foster <cfosld@aol.com>  
**Sent:** Tuesday, September 22, 2020 5:08 PM  
**To:** Lisa Jacoby <ljacoby@crsofcolorado.com>  
**Subject:** Town Center MD Reimbursement Invoice

Lisa -

I want to start the reimbursement process so the Ebert MD board can approve the invoice at their next meeting and expend the funds in 2020. I have only included costs for the reuse irrigation water system and the GVR Boulevard landscape upgrades in the Invoice for a total of \$856,857.75.

As I have discussed with the prior board in a work session, I believe all of the 56th Avenue landscape and irrigation project costs should be eligible for reimbursement since Denver requires the tree lawn and landscaping as part of the total street project. However, the 56th Avenue landscape costs are not included in this invoice.

I do not know who will be reviewing the reimbursement request so have just sent the Invoice and a Scan of pertinent costs. We will be happy to discuss these with the reviewers and receive their comments.

Best regards, Charlie

**EBERT METROPOLITAN DISTRICT  
CAPITAL RESERVE - BOND PROCEEDS - SERIES 2018 FUND  
2020 BUDGET  
WITH 2018 ACTUAL AND 2019 ESTIMATED  
For the Years Ended and Ending December 31,**

10/28/2019

	ACTUAL 2018	BUDGET 2019	ACTUAL 9/30/2019	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCE	\$ -	\$ 2,300,000	\$ 2,303,928	\$ 2,303,928	\$ 1,109,693
REVENUE					
Net investment income	3,928	25,300	37,474	55,000	8,300
Total revenue	<u>3,928</u>	<u>25,300</u>	<u>37,474</u>	<u>55,000</u>	<u>8,300</u>
TRANSFERS IN					
Debt Service Fund	2,300,000	-	765	765	-
Total transfers in	<u>2,300,000</u>	<u>-</u>	<u>765</u>	<u>765</u>	<u>-</u>
Total funds available	<u>2,303,928</u>	<u>2,325,300</u>	<u>2,342,167</u>	<u>2,359,693</u>	<u>1,117,993</u>
EXPENDITURES					
Transfer to Town Center					
Irrigation upgrades - 56th/Picadilly	-	500,000	-	500,000	-
GVR Boulevard landscaping	-	500,000	-	500,000	-
Other projects - pending Reserve Study	-	250,000	-	250,000	1,117,993
Total expenditures	<u>-</u>	<u>1,250,000</u>	<u>-</u>	<u>1,250,000</u>	<u>1,117,993</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>1,250,000</u>	<u>-</u>	<u>1,250,000</u>	<u>1,117,993</u>
ENDING FUND BALANCE	<u>\$ 2,303,928</u>	<u>\$ 1,075,300</u>	<u>\$ 2,342,167</u>	<u>\$ 1,109,693</u>	<u>\$ -</u>

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

TOWN CENTER METROPOLITAN DISTRICT  
25633 Roxana Pointe Drive  
Evergreen, Colorado 80439

INVOICE

TO: Ebert Metropolitan District  
7995 E. Prentice Avenue, Suite 103 E  
Greenwood Village, CO 80111

DATE: 9/29/20

NO. 01-920

FROM: Town Center Metropolitan District

RE: Request for Reimbursement of Construction and Rehabilitation Costs

REFERENCE: 2020 Ebert Metropolitan District Budget, Page 6, Capital Reserve Projects

Project costs:

56 <sup>th</sup> Avenue & Picadilly Road Reuse Water and Irrigation	\$ 519,292.58
GVR Boulevard Landscaping	350,000.00
Total	\$ 869,292.58

Please make Payment to Town Center Metropolitan District  
Timberline District Consulting  
25633 Roxana Pointe Drive  
Evergreen, CO 80439

Attachments:



TOWN CENTER METROPOLITAN DISTRICT  
 - 56<sup>th</sup> Avenue Landscape and Irrigation Costs

Charlie Foster 9/29/2020

The 56<sup>th</sup> Avenue landscape and reuse irrigation system was designed by DHM Design. They also conducted the bid process to select a landscape contractor and provided technical assistance for construction management. Town Center MD approved Landtech Contractors, Inc. as the lowest qualified bid.

COSTS LANDSCAPE & REUSE

<b>DHM Design</b>	
Design contract	\$55,060.00
Bid and construction management	15,500.00
<b>Hydro Systems – Reuse Conslt.</b>	
Summit Services – Erosion inspections	7,800.00
Foster Consulting	55,000.00
<b>Landtech original contract</b>	
Net change by Change Orders	\$918,212.21
Change Orders and Deductions	89,199.48*
CO #1 Addl. Boring Net	\$19,591.80
CO #2 Addl. Reuse line Net	60,922.14*
CO #3 Reduce trees on CIG Easmt.	- 4,177.76 CIG is Colorado Interstate Gas
CO #4 Additional sleeves	11,863.00
CO #5 Remote read meters	6,363.00
Deduct for street borings	- 22,379.00 Included in Net CO
Deduct for Sod repair	- 2,194.86 Included in Net CO
Deduct landscape and irrigation@56 <sup>th</sup> /Picadilly intersection, and tree lawn damage	- 25,000.00 Const. damaged mature tree lawn
<b>Total</b>	<b>\$1,216,961.30</b>

REUSE LINE & IRRIGATION WATER/NO LANDSCAPE MATERIALS – Invoices

1] Landtech	\$409,534.12
Water Meters	19,997.00
2] Environmental Landworks [repairs]	1,553.36
3] 50% DHM	32,175.63*
100% Hyrosystems	11,627.50
4] 50% Summit Services [2019]	2,700.00*
5] CIG Safety Inspectors	5,704.97
6] Foster Consulting	36,000.00**
<b>Total 2019</b>	<b>\$519,292.58</b>

Notes: \*Although Reuse is 40.84% of total costs it was much more time consuming.

\*\*Foster – estimated \$3,000 per month for 2019. Actual work from 2017-2020

## Exhibit 1

### TIMELINE FOR 56<sup>TH</sup> AVENUE

2017 Foster - negotiations with Denver Water [DW] for reuse water systems to serve 56<sup>th</sup> and Picadilly. Design services proposals & selection. Work with DHM.

2017 DHM - [proposal 9/12/17] design, bid process and construction management.

2018 Foster - design coordination, and work with DW reuse, sales and engineering departments.

2018 DHM - complete design and construction plans, and prepare bid process and packages.

2019 Foster - DW approve pipes, meters, tapping, boring and permits. Coord. construction bids, negotiate/award contracts, construction management, coordination with CIG, change orders, monthly invoices and payments.

2019 DHM - Prepare and conduct construction bid process, interview contractors, bid comparison analysis to Town Center directors, monitor contracts, inspections and reports, review progress in relation to costs, substantial completion.

-- DHM is a national landscape architecture and design firm.

-- HydroSystems are consultants for water and irrigation systems. They determine tap, pipe, and valve sizes, and submit piping system plans to DW for permits.

-- Landtech is a landscape and irrigation construction and maintenance firm.

-- Summit Services is a consultant that conducts weekly erosion control monitoring and field inspections as required by Denver and CDPHE.

-- CIG [Colorado Interstate Gas] has large high pressure gas lines along 56<sup>th</sup> and at their valve station. They required on site safety inspectors monitoring work within 20' of their lines.

-- Foster Consulting, Ltd. does construction projects for Town Center MD and other districts and developers. Foster started reuse water negotiations with Denver Water in 2002, and was successful in DW constructing a system and GVR-N receiving reuse water service in 2013.

**Application and Certificate For Payment**

<p><b>To Owner:</b> Towncenter Metro Districts Denver, CO 80249</p> <p><b>From (Contractor):</b> Landtech Contractors, Inc. 525 Laredo St. Aurora, CO 80011</p> <p><b>Phone:</b> 303 344-4465</p>	<p><b>Project:</b> 56th Ave Streetscape Ireland St. to Picadilly Road Denver, CO 80249</p> <p><b>Contractor Job Number:</b> 1469</p> <p><b>Via (Architect):</b></p> <p><b>Contract For:</b></p>	<p><b>Application No:</b> 9      <b>Date:</b> 12/19/2019</p> <p><b>Period To:</b> 12/31/19</p> <p><b>Architect's Project No:</b></p> <p><b>Contract Date:</b></p>
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**Contractor's Application For Payment**

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner	92,376.94	-4,177.46
Change orders approved this month		
<b>Totals</b>		
<b>Net change by change orders</b>	<b>88,199.48</b>	

Original contract sum 918,212.21

Net change by change orders 88,199.48

Contract sum to date 1,006,411.69

Total completed and stored to date 984,974.38

Retainage 89,678.84

9.1% of completed work 0.00

0.0% of stored material 89,678.84

Total retainage 895,295.54

Total earned less retainage 883,432.54

Less previous certificates of payment

Current sales tax 11,863.00

0.000% of taxable amount *SLEEVES*

Current sales tax 0.00

Current payment due 11,863.00

Balance to finish, including retainage 111,116.15

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: *[Signature]* Date: 12.19.2019

By: *[Signature]* County of: Arapahoe

State of: Colorado Notary public: Sharon J Rueter

Subscribed and sworn to before me this 19th day of December 2019 (year). My commission expires 6-6-2023

SHARON J RUETER  
NOTARY PUBLIC  
STATE OF COLORADO  
MY COMMISSION EXPIRES JUNE 6, 2023

**Architect's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ 11,863.00

By: *[Signature]* Date: 1.13.20

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

TO CLA      1/13/20



**Application and Certificate For Payment -- page 2**

To Owner: Towncenter Metro Districts  
 From (Contractor): Landtech Contractors, Inc.  
 Project: 56th Ave Streetscape

Application No: 9  
 Contractor's Job Number: 1469  
 Architect's Project No:

Date: 12/19/19

Period To: 12/31/19

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
0010	Evergreen Shrubs, 5 Gal 183 Each	7,949.95	5,962.46	0.00	0.00	5,962.46	75.00	1,987.49	596.25	
0011	Ornamental Grasses, 1 Gal 621 Each	14,587.40	13,128.66	0.00	0.00	13,128.66	90.00	1,458.74	1,313.24	
0012	Plastic Edger 142 LF	707.84	707.84	0.00	0.00	707.84	100.00	0.00	70.87	
0013	Steel Edger 8,424 LF	42,343.36	42,343.36	0.00	0.00	42,343.36	100.00	0.00	4,284.17	
0014	Three Rail Wood Fence 435 LF	11,900.37	11,900.37	0.00	0.00	11,900.37	100.00	0.00	1,190.04	
0015	Cobble Mulch Over Filter Fabr 6,775 SF	38,195.87	38,195.87	0.00	0.00	38,195.87	100.00	0.00	3,820.00	
0016	Mowstrip Crusher Fines w/Fabr 10,490 SF	15,376.88	15,376.88	0.00	0.00	15,376.88	100.00	0.00	1,537.54	
0017	Wood Mulch Over Filter Fabric 36,780 SF	60,765.69	57,727.41	0.00	0.00	57,727.41	95.00	3,038.28	5,772.81	
0018	Landscape Bed Prep 39,790 SF	11,753.05	11,753.05	0.00	0.00	11,753.05	100.00	0.00	1,174.98	
0019	Irrigation (Landscape Beds) 39,780 SF	27,839.17	26,447.21	0.00	0.00	26,447.21	96.00	1,391.96	2,644.96	
0020	Bluegrass Sod w/soil prep 46,786 SF	46,267.68	45,342.33	0.00	0.00	45,342.33	98.00	925.35	4,584.16	
0021	Irrigation (Bluegrass Sod) 46,786 SF	136,425.92	136,425.92	0.00	0.00	136,425.92	100.00	0.00	13,642.52	
0022	Native Seed w/Soil Prep 386,910 SF	68,892.04	65,485.44	0.00	0.00	65,485.44	96.00	3,446.60	6,548.67	
0023	Irrigation (Native Seed) 164,180 SF	51,385.90	51,385.90	0.00	0.00	51,385.90	100.00	0.00	5,138.34	
0024	4" PVC 1,920 LF	19,986.24	19,986.24	0.00	0.00	19,986.24	100.00	0.00	1,998.40	
0025	6" PVC 3500LF	52,155.54	52,155.54	0.00	0.00	52,155.54	100.00	0.00	5,215.80	
0026	Sod/Trench Repair 2,700 SF	2,194.86	2,194.86	0.00	0.00	2,194.86	100.00	0.00	219.15	
0027	Street Bores 3 Each	22,379.28	22,379.28	0.00	0.00	22,379.28	100.00	0.00	2,238.34	
01	General Conditions/Mobilization 1 LS	9,638.04	9,638.04	0.00	0.00	9,638.04	100.00	0.00	984.14	
02	Potholing for Unknown Utility 4 Each	1,363.21	1,363.21	0.00	0.00	1,363.21	100.00	0.00	136.66	
03	Fine Grading 1 LS	5,162.05	5,162.05	0.00	0.00	5,162.05	100.00	0.00	515.87	
04	Cleaning & Grubbing 11.3 AC	27,058.46	27,058.46	0.00	0.00	27,058.46	100.00	0.00	2,705.85	
05	Topsail 5,300 CY	89,215.24	89,215.24	0.00	0.00	89,215.24	100.00	0.00	8,921.69	
06	Evergreen Shrubs 33 Each	15,397.53	13,857.78	0.00	0.00	13,857.78	90.00	1,539.75	1,386.00	
07	Deciduous Shade Tree, 2 1/2" ca 103 Each	62,739.21	62,739.21	0.00	0.00	62,739.21	100.00	0.00	6,274.15	
08	Ornamental Trees, 2" cal 8-10' 76 Each	32,190.99	28,971.89	0.00	0.00	28,971.89	90.00	3,219.10	2,897.27	

Application and Certificate For Payment — page 3

To Owner: Towncenter Metro Districts  
 From (Contractor): Landtech Contractors, Inc.  
 Project: 56th Ave Streetscape

Application No: 9 Date: 12/19/19  
 Contractor's Job Number: 1469  
 Architect's Project No:

Period To: 12/31/19

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
09	Deciduous Shrubs, 5 Gal 1,210 Each	44,300.44	39,870.40	0.00	0.00	39,870.40	90.00	4,430.04	3,986.97	
10		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
11		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
12		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
14		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
15		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
16		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
17		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
18		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
19		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
20		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
21		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
22		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
23		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
24		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
25		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
26		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
C01	<i>Billing</i> Billing Total	19,591.80	19,591.80	0.00	0.00	19,591.80	100.00	0.00	0.00	
C02	Reuse Line Extension Billing Total	60,922.14	60,922.14	0.00	0.00	60,922.14	100.00	0.00	0.00	
C03	Relocate/reduce trees Billing Total	-4,177.46	-4,177.46	0.00	0.00	-4,177.46	100.00	0.00	0.00	
C04	Install Missing Sleeves Billing Total	11,863.00	0.00	11,863.00	0.00	11,863.00	100.00	0.00	0.00	
<b>Application Total</b>		1,006,411.69	973,111.38	11,863.00	0.00	984,974.38	97.97	21,437.31	89,678.84	



Phone Number:

Fax Number:

Project: 56th Ave. Streetscape

Attention: Mark Wilcox

**Change Order Request**

Job Number:	1469
Date:	December 23, 2019

COR#	5 R1
From	Adam Mitocky
Title	Operations Manager
Status	Open

**Request Authorization for the following changes to this contract:**

Install one 2" Irrigation water meter at each backflow. Meter - Badger LF200 with HR-LCD Encoder

	Description	QTY.	Unit	Unit Price	Total
Add 2" Water Meter	Labor	2	Ea	\$1,323.00	\$ 2,646.00
	Material	2	Ea	\$8,675.50	\$ 17,351.00
<b>Change Order Total</b>					<b>\$ 19,997.00</b>

**Qualifications**

No work will start until a faxed, emailed or signed confirmation is received.

This Change order will result in an extension of the completion date by 3 days

This change order has been priced without mobilization. If additional mobilizations are necessary, a \$500 fee will be added to this total.

Thank you,

Adam Mitocky  
Operations Manager

OK  
CHARLIE FOSTER  
TOWN CENTER MD





**ENVIRONMENTAL**  
LANDWORKS COMPANY, INC.

# Invoice

17173 Mount Vernon Road  
Golden, CO 80401  
Phone: (303) 862-9480  
Fax: (720) 542-9164

Date: 5/6/2020  
Invoice No.: 27258

Bill to: 56th Ave Streetscape  
25633 Roxana Pointe Dr  
Evergreen, CO

Service at: 56th Ave Streetscape  
56th Dunkirk st to Ireland St  
Denver, CO

Customer ID: M20100  
Description: Work Order 29523 Irrigation Repair Per P  
P.O. #:

Terms:  
Reference: Work Order 29523  
Job Number: 01-23-20100

Work Requested: Fixed main line leak near the corner of Ireland St and 56th Ave close to the fence. There are also multiple broken sprinklers and lateral line breaks running down the sidewalk along 56th headed east

Work Completed:

Item	Description	Quantity	Unit Price	Amount
Miscellaneous				
4/20/20	Work Performed in Description	1.00	1,553.36	1,553.36
			<b>Miscellaneous Subtotal</b>	<b>1,553.36</b>

Subtotal:	1,553.36
Gross Receipts Tax:	0.00
<b>Total Due:</b>	<b>1,553.36</b>

CLA

Commercial applicators are licensed by the Colorado Department of Agriculture

RECEIVED 5-08-20

# DHM DESIGN

900 S. Broadway, Suite 300  
 Denver, Colorado 80209  
 tel: 303.892.5566  
 fax: 303.892.4984  
 tax id: 84-0689315

April 30, 2020  
 Project No: 17339.00  
 Invoice No: 40446

Mr. Charlie Foster  
 Town Center Metropolitan District  
 5600 South Quebec St  
 Suite 255C  
 Greenwood Village, CO 80111

Project 17339.00 Green Valley Ranch 56th Ave Phase 2  
Professional Services from March 28, 2020 to April 24, 2020

Phase 002 Contract Management Services

**Consultants**

HydroSystems-KDI, Inc.	2,160.00	
<b>Total Consultants</b>	<b>2,160.00</b>	<b>2,160.00</b>

**Total this Phase \$2,160.00**

**Total this Invoice \$2,160.00**

**Billings to Date**

	Current	Prior	Total
Labor <i>CF</i>	0.00	64,351.25	64,351.25
Consultant <i>HydroSystems</i>	2,160.00	9,467.50	11,627.50
Reimb. Exp.	0.00	987.64	987.64
In-house Exp.	0.00	9.00	9.00
<b>Totals</b>	<b>2,160.00</b>	<b>74,815.39</b>	<b>76,975.39</b>

*50%*  
~~32,175.63~~

*OK 56TH AVE LANDSCAPE  
 CAPITAL PROJECT  
 CF.*





Summit Services Group LLC

15690 E 33rd Ave Unit A  
Aurora, CO 80011-1322

# Invoice

Date	Invoice #
11/30/2019	28658

<b>Client</b>
Town Center Metropolitan District Attn: Charlie Foster, District Manager 5600 South Quebec Street, Suite 255C Englewood, CO 80111

<b>Site</b>
E. 56th Ave. S. Ireland to Picadilly

			P.O. No.	Terms	Due Date
					11/30/2019
Item	Quantity	Description	Serviced	Rate	Amount
Weekly Inspe...		Weekly plus storm events, billed monthly:	11/5/2019	150.00	150.00
Weekly Inspe...		Weekly plus storm events, billed monthly:	11/12/2019	150.00	150.00
Weekly Inspe...		Weekly plus storm events, billed monthly:	11/19/2019	150.00	150.00
Weekly Inspe...		Weekly plus storm events, billed monthly:	11/26/2019	150.00	150.00
				<b>Total</b>	<b>\$600.00</b>

E-mail	accounting@summitservicesgroup.com
--------	------------------------------------

TO CLA





**Colorado Interstate  
Gas Company, L.L.C.**  
a Kinder Morgan company

**INVOICE**

PLEASE REMIT WIRE TRANSFER PAYMENT TO:  
COLORADO INTERSTATE GAS COMPANY LLC  
JPMORGAN CHASE  
NEW YORK, N.Y. 10004  
ACCOUNT #216855392  
ABA #021000021

PLEASE REMIT CHECK PAYMENT TO:  
Colorado Interstate Gas Company LLC  
P.O. Box 734018  
Dallas, TX 75373-4018

Town Center Metro District  
5600 S Quebec Street, Suite 255C  
Greenwood Village, CO 80111

Date	9/11/2019
AFE	414195
Contract #	N/A
Description	East 56th Ave Street Lights
Invoice #	414195AFE
Terms	N30
Customer #	20033

ATTN: Charlie Foster

Reimbursable AFE to provide damage prevention coverage to protect the CIG pipeline assets during the Town Center 56 Ave project.

Amount Due \$ 5,704.97

\*\*\*\*\*PLEASE NOTE CHANGE OF REMITTANCE ADDRESS\*\*\*\*\*

Please reference the invoice number on your remittance  
For clarification or added information, please call 303.261.4296

*TO CIA*

**FOSTER CONSULTING, LTD.**  
 5600 South Quebec, Suite 255C  
 Greenwood Village, CO 80111  
 (303) 740-7440 / cfosltd@aol.com

From: Town Center Metropolitan District  
 To: Foster Consulting, LTD  
 Account:

Check Date: 12/11/19  
 Check Number: 8405

Date	Reference	PO Number	Payable Detail Amount	Discount	Amount Paid
11/20/19	48-1119		11,573.85	0.00	11,573.85

12-11-19

YTD Amount Billed	YTD Disc Taken	YTD Amount Paid	Current Pay	11,573.85
109,563.16	0.00	118,744.16		

110 hours @ \$100/ hour	\$11,000.00
310 miles @ \$0.50/mile	155.00
FEDEX/ Handouts	90.40
Denver Recorder	328.45
<b>Total</b>	<b>\$11,573.85</b>

Construction coordination for 56<sup>th</sup> Avenue Den approval, 56<sup>th</sup> landscape, 38<sup>th</sup> Avenue, Majestic & Aurora, reuse water line, and monuments. Work with Ebert Board, TCMD, GVR MD, Timberline, Contour, Calibre, Den PW, Den Water, Aurora PW, DHM, Xcel, CLA & Spencer Fane.



# Invoice

14800 E. Smith Road  
 Aurora, CO 80011  
 P: 303-371-9357 F: 303-371-9361

INVOICE #  
 DATE October 23, 2019

TO  
 Timberline District Consulting, LLC  
 Attn: Brittany D. Barber  
 25633 Roxana Pointe Dr.  
 Evergreen, CO 80439

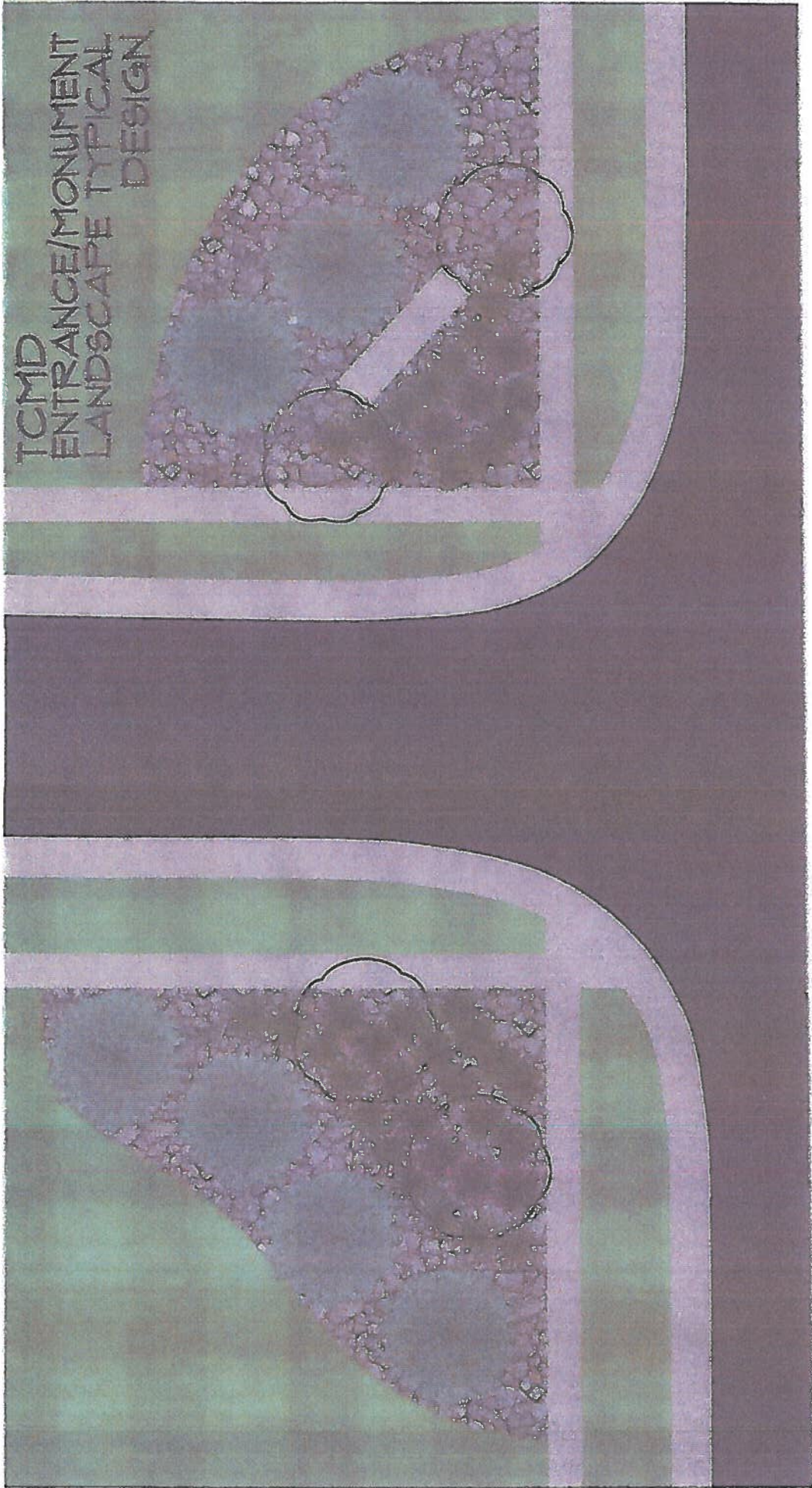
SALESPERSON	
Douglas Hurst	TCMD Monument bed renovations

Location		LINE TOTAL
Dunkirk St and 56th Ave.	East side of Dunkirk street	
54th Place and Dunkirk Street	East side of Dunkirk street, North of 54th	\$ 5,000.00
55th Place and Dunkirk Street	East side of Dunkirk street, South of 54th	\$ 5,000.00
50th Ave and Himalaya Rd.	South West side of Himalaya Rd	\$ 15,000.00
Fundy St. and Himalaya Rd	North West side of Himalaya Rd	\$ 15,000.00
Fundy St. and Himalaya Rd	Southwest side of Himalaya Rd	\$ 15,000.00
Hammerhead between 49th and Fundy	West side of Himalaya Rd	\$ 10,000.00
49th Ave and Himalaya Rd	North West side of Himalaya Rd	\$ 10,000.00
48th Dr and Himalaya Rd	North West side of Himalaya Rd	\$ 5,000.00
48th Dr and Himalaya Rd	South West side of Himalaya Rd	\$ 5,000.00
GVR Blvd and Picadilly	North West corner	\$ 20,000.00
Orleans St and GVR Blvd	North East corner	\$ 10,000.00
Orleans St and GVR Blvd	North West corner	\$ 10,000.00
Malaya Stand GVR Blvd	North East corner	\$ 10,000.00
Malaya St and GVR Blvd	North West corner	\$ 15,000.00
Kirk St and GVR Blvd	North East corner	\$ 15,000.00
Kirk St and GVR Blvd	North West corner	\$ 15,000.00
Jebel St and GVR Blvd	North East corner	\$ 15,000.00
Jebel St and GVR Blvd	North West corner	\$ 15,000.00
Ireland Ct and GVR Blvd	North East corner	\$ 10,000.00
Ireland Ct and GVR Blvd	North West corner	\$ 10,000.00
Ireland St and GVR Blvd	North East corner	\$ 10,000.00
Himalaya Rd and GVR Blvd	North West corner	\$ 20,000.00
48th Dr and GVR Blvd	North West corner	\$ 15,000.00
Hammerhead between 48th Dr and Genoa St	North side of GVR Blvd	\$ 15,000.00
Genoa Stand GVR Blvd	North East corner	\$ 10,000.00
Genoa St and GVR Blvd	North West corner	\$ 10,000.00
Hammerhead between Genoa St and flanders way	North side of GVR Blvd	\$ 15,000.00
Flanders way and GVR Blvd	North East corner	\$ 10,000.00
flanders way and GVR Blvd	North West corner	\$ 15,000.00
Argonne St and GVR Blvd	North East corner	
Tower Rd and GVR Blvd	North East corner	
54th Ave and Tower Road	North East corner	
54th Ave to Elmendorf Dr	Streetscape East side of Tower Rd	

TOTAL \$ 350,000.00



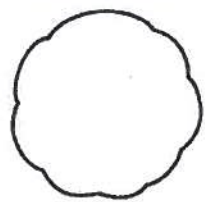
TCMD  
ENTRANCE/MONUMENT  
LANDSCAPE TYPICAL  
DESIGN



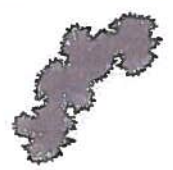
EVERGREEN  
TREE



MEDIUM SHRUB



DECIDUOUS  
TREE



SMALL SHRUB



2-4" WHITE  
COBBLE STONE



ORNAMENTAL  
GRASS



GVR  
Landscape



**CITY AND COUNTY OF DENVER**  
**Department of Finance**

**Assessment Division**  
 201 W. Colfax Ave. Dept. 406  
 Denver, CO 80202  
 Phone: 720-913-1311  
 Fax: 720-913-4101  
 www.denvergov.org/assessor

August 24, 2020

Ebert Metropolitan District  
 % Charles D. Foster  
 5600 South Quebec Street, Suite 255C  
 Englewood, CO 80111-2210

Re: Special District: Ebert Metropolitan District  
 2020 Assessed Value: \$134,695,180

<u>Ordinance Number</u>	<u>Series</u>	<u>Annexation Name</u>
525	1973	Northeast Phase I
569	1973	Northeast Phase II

Dear Mr. Foster:

In keeping with Colorado laws and procedures, the Assessor of the City and County of Denver hereby certifies that the amount above is the total value of all known taxable property located within the boundaries of the named annexation (special district).

Please check the current boundaries within the annexation(s) for any errors or omissions and for changes due to inclusions and/or exclusions of record subsequent to the date of annexation (this information is available electronically from the Assessor's Office). *It is the responsibility of the district administrator to check these boundaries and report any inconsistencies to the Assessor as soon as possible as changes could impact both certification and the district's budget.*

This Certification of Assessed Valuation reflects the value of the district as of August 25th, 2020, for use on the 2020 tax warrant. *However, the amount stated above is subject to revision by the Property Tax Administrator, the State Board of Equalization, the State Board of Assessment Appeals, or other proper authority.*

If your district intends to levy a tax for the year 2020, a certification of the levy must be submitted **no later than December 15, 2020** or, as otherwise provided by law, to:

Keith Erffmeyer, Assessor  
 201 West Colfax Avenue,  
 Department 406  
 Denver, Colorado 80202

Your levy must show the portions designated for operational purposes and for bonded debt service. If you have questions, please contact Nicole Culpepper at 720-913-4049.

Very truly yours,

Keith Erffmeyer  
 Assessor



## Certification of Valuation by County Assessor

Name of Jurisdiction Ebert Metropolitan District New Entity?  Yes  No  
 IN Denver COUNTY, COLORADO ON August 24, 2020

### USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS ("5.5%" LIMIT) ONLY

In accordance with 39-5-121(2)(a) and 39-5-128(1), C.R.S., and no later than August 25, the Assessor certifies the TOTAL VALUATION FOR ASSESSMENT for the taxable year 2020:

1. Previous year's NET TOTAL TAXABLE assessed valuation:	1.	\$133,037,250
2. Current year's GROSS TOTAL TAXABLE assessed valuation: <small>This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution.</small>	2.	\$134,695,180
3. LESS TIF District Increment, If any:	3.	\$0
4. Current year's NET TOTAL TAXABLE assessed valuation:	4.	\$134,695,180
5. New Construction*: <small>New Construction is defined as: Taxable real property structures and the personal property connected with the structure.</small>	5.	\$3,009,840
6. Increased production of producing mine*:	6.	\$0
7. Annexations/Inclusions:	7.	\$795,590
8. Previously exempt Federal property*:	8.	\$0
9. New primary oil or gas production from any producing oil and gas leasehold or land (29-1-301(1)(b), C.R.S.): <small>Jurisdiction must apply (Form DLG 52B) to the division of Local Government before the value can be treated as growth in the limit calculation.</small>	9.	\$0
10. Taxes collected last year on omitted property as of August 1 (29-1-301(1)(a), C.R.S.):	10.	\$0
11. Taxes abated and refunded as of August 1 (29-1-301(1)(a), C.R.S. and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$52,948

\*Jurisdiction must submit respective certifications (Forms DLG 52 & 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

### USE FOR "TABOR LOCAL GROWTH" CALCULATIONS ONLY

In accordance with the provisions of Art. X, Sec. 20, Colo. Cons., and 39-5-121(2)(b), C.R.S., the Assessor certifies the TOTAL ACTUAL VALUATION for the taxable year 2020:

1. Current year's total actual value of ALL REAL PROPERTY: <small>This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.</small>	1.	\$1,657,201,600
<b>ADDITIONS to taxable real property:</b>		
2. Construction of taxable real property improvements: <small>Construction is defined as newly constructed taxable real property structures.</small>	2.	\$39,306,900
3. Annexation/Inclusions:	3.	\$2,743,400
4. Increased mining production: <small>Includes production from new mines and increases in production of existing producing mines.</small>	4.	\$0
5. Previously exempt property:	5.	\$0
6. Oil or gas production from a new well:	6.	\$0
7. Taxable real property omitted from the previous year's tax warrant: <small>If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)</small>	7.	\$0
<b>DELETIONS from taxable real property:</b>		
8. Destruction of taxable real property improvements:	8.	\$0
9. Disconnections/Exclusions:	9.	\$0
10. Previously taxable property:	10.	\$0

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

1. Total actual value of all taxable property:	1.	
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NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.





**CITY AND COUNTY OF DENVER**  
Department of Finance

**Assessment Division**  
201 W. Colfax Ave. Dept. 406  
Denver, CO 80202  
Phone: 720-913-1311  
Fax: 720-913-4101  
[www.denvergov.org/assessor](http://www.denvergov.org/assessor)

August 24, 2020

Ebert Metropolitan District (debt only)  
% Charles D. Foster  
5600 South Quebec Street, Suite 255C  
Englewood, CO 80111-2210

Re: Special District: Ebert Metropolitan District (debt only)  
2020 Assessed Value: \$10,584,720

Dear Mr. Foster:

In keeping with Colorado laws and procedures, the Assessor of the City and County of Denver hereby certifies that the amount above is the total value of all known taxable property located within the boundaries of the named annexation (special district).

Please check the current boundaries within the annexation(s) for any errors or omissions and for changes due to inclusions and/or exclusions of record subsequent to the date of annexation (this information is available electronically from the Assessor's Office). *It is the responsibility of the district administrator to check these boundaries and report any inconsistencies to the Assessor as soon as possible as changes could impact both certification and the district's budget.*

This Certification of Assessed Valuation reflects the value of the district as of August 25th, 2020, for use on the 2020 tax warrant. *However, the amount stated above is subject to revision by the Property Tax Administrator, the State Board of Equalization, the State Board of Assessment Appeals, or other proper authority.*

If your district intends to levy a tax for the year 2020, a certification of the levy must be submitted **no later than December 15, 2020** or, as otherwise provided by law, to:

Keith Erffmeyer, Assessor  
201 West Colfax Avenue,  
Department 406  
Denver, Colorado 80202

Your levy must show the portions designated for operational purposes and for bonded debt service. If you have questions, please contact Nicole Culpepper at 720-913-4049.

Very truly yours,

Keith Erffmeyer  
Assessor

## Certification of Valuation by County Assessor

Name of Jurisdiction Ebert Metropolitan District (debt only) New Entity?  Yes  No  
 IN Denver COUNTY, COLORADO ON August 24, 2020

**USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS ("5.5%" LIMIT) ONLY**

In accordance with 39-5-121(2)(a) and 39-5-128(1), C.R.S., and no later than August 25, the Assessor certifies the TOTAL VALUATION FOR ASSESSMENT for the taxable year 2020:

1. Previous year's NET TOTAL TAXABLE assessed valuation:	1.	\$9,528,890
2. Current year's GROSS TOTAL TAXABLE assessed valuation: <small>This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution.</small>	2.	\$10,584,720
3. LESS TIF District Increment, if any:	3.	\$0
4. Current year's NET TOTAL TAXABLE assessed valuation:	4.	\$10,584,720
5. New Construction*: <small>New Construction is defined as: Taxable real property structures and the personal property connected with the structure.</small>	5.	\$1,456,410
6. Increased production of producing mine*:	6.	\$0
7. Annexations/Inclusions:	7.	\$0
8. Previously exempt Federal property*:	8.	\$0
9. New primary oil or gas production from any producing oil and gas leasehold or land (29-1-301(1)(b), C.R.S.): <small>Jurisdiction must apply (Form DLG 52B) to the division of Local Government before the value can be treated as growth in the limit calculation.</small>	9.	\$0
10. Taxes collected last year on omitted property as of August 1 (29-1-301(1)(a), C.R.S.):	10.	\$0
11. Taxes abated and refunded as of August 1 (29-1-301(1)(a), C.R.S. and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$0

\*Jurisdiction must submit respective certifications (Forms DLG 52 & 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

**USE FOR "TABOR LOCAL GROWTH" CALCULATIONS ONLY**

In accordance with the provisions of Art. X, Sec. 20, Colo. Cons., and 39-5-121(2)(b), C.R.S., the Assessor certifies the TOTAL ACTUAL VALUATION for the taxable year 2020:

1. Current year's total actual value of ALL REAL PROPERTY: <small>This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.</small>	1.	\$46,972,100
<b>ADDITIONS to taxable real property:</b>		
2. Construction of taxable real property improvements: <small>Construction is defined as newly constructed taxable real property structures.</small>	2.	\$15,907,600
3. Annexation/Inclusions:	3.	\$0
4. Increased mining production: <small>Includes production from new mines and increases in production of existing producing mines.</small>	4.	\$0
5. Previously exempt property:	5.	\$0
6. Oil or gas production from a new well:	6.	\$0
7. Taxable real property omitted from the previous year's tax warrant: <small>If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.</small>	7.	\$0
<b>DELETIONS from taxable real property:</b>		
8. Destruction of taxable real property improvements:	8.	\$0
9. Disconnections/Exclusions:	9.	\$0
10. Previously taxable property:	10.	\$0

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

1. Total actual value of all taxable property:	1.	
--	----	--

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

**EBERT METROPOLITAN DISTRICT**  
**Annual Budget**  
**For the Year Ending December 31, 2021**



**EBERT METROPOLITAN DISTRICT  
SUMMARY  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

9/22/2020

	ACTUAL 2019	BUDGET 2020	ACTUAL 8/31/2020	ESTIMATED 2020	BUDGET 2021
<b>BEGINNING FUND BALANCES</b>	\$ 9,350,890	\$ 9,716,490	\$ 9,740,896	\$ 9,740,896	\$ 9,689,115
<b>REVENUE</b>					
Property taxes	6,710,628	8,080,942	8,027,164	8,046,000	8,211,665
Specific ownership tax	519,198	484,860	270,466	405,500	410,580
Net investment income	257,248	125,580	64,872	89,650	95,000
Other revenue - landscape maintenance reimbursement	19,088	19,470	19,469	19,469	-
Town Center transfer for capital replacement	-	-	-	-	555,000
Conservation trust fund proceeds	63,003	65,000	27,576	55,100	55,000
Town Center Reimbursement for legal	-	15,000	17,915	25,000	25,000
<b>Total revenue</b>	<b>7,569,165</b>	<b>8,790,852</b>	<b>8,427,462</b>	<b>8,640,719</b>	<b>9,352,245</b>
<b>TRANSFERS IN</b>	<b>765</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total funds available</b>	<b>18,920,820</b>	<b>18,507,342</b>	<b>18,168,358</b>	<b>18,381,615</b>	<b>19,041,360</b>
<b>EXPENDITURES</b>					
<b>General</b>					
Legal	-	15,000	17,915	25,000	25,000
Services Outlay - Town Center	2,093,227	2,394,183	2,302,744	2,362,449	2,381,408
Elections	-	-	-	-	5,000
County Treasurer's fees	67,102	80,813	80,273	80,460	82,119
Paying agent and trustee fees	-	4,000	3,500	3,500	4,000
Debt service - 2018A-1	4,207,295	4,444,250	1,989,625	4,444,250	4,676,000
Debt service - 2018A-2	811,535	848,800	376,900	848,800	884,050
CTF projects	-	65,480	-	20,000	155,217
Capital expenditures approved by Ebert	-	2,367,993	-	900,000	1,479,527
Contingency	-	12,854	-	8,041	9,923
<b>Total expenditures</b>	<b>7,179,159</b>	<b>10,233,373</b>	<b>4,770,957</b>	<b>8,692,500</b>	<b>9,702,244</b>
<b>TRANSFERS OUT</b>	<b>765</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total expenditures and transfers out requiring appropriation</b>	<b>7,179,924</b>	<b>10,233,373</b>	<b>4,770,957</b>	<b>8,692,500</b>	<b>9,702,244</b>
<b>ENDING FUND BALANCES</b>	<b>\$ 9,740,896</b>	<b>\$ 8,273,968</b>	<b>\$ 13,397,401</b>	<b>\$ 9,689,115</b>	<b>\$ 9,339,116</b>

No assurance provided. See summary of significant assumptions.

**EBERT METROPOLITAN DISTRICT  
PROPERTY TAX SUMMARY INFORMATION  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

9/22/2020

	ACTUAL 2019	BUDGET 2020	ACTUAL 8/31/2020	ESTIMATED 2020	BUDGET 2021
<b>ASSESSED VALUATION - Denver County</b>					
Residential	\$ 94,539,970	\$ 112,046,050	\$ 112,046,050	\$ 112,046,050	\$ 115,301,310
Commercial	9,107,040	9,157,210	9,157,210	9,157,210	9,305,760
Vacant land	4,299,580	5,102,500	5,102,500	5,102,500	3,642,990
State assessed	4,350,700	4,473,260	4,473,260	4,473,260	4,662,900
Personal property	1,846,350	2,258,230	2,258,230	2,258,230	1,782,220
	<u>114,143,640</u>	<u>133,037,250</u>	<u>133,037,250</u>	<u>133,037,250</u>	<u>134,695,180</u>
Adjustments	-	-	-	-	-
Certified Assessed Value	<u>\$ 114,143,640</u>	<u>\$ 133,037,250</u>	<u>\$ 133,037,250</u>	<u>\$ 133,037,250</u>	<u>\$ 134,695,180</u>
<b>MILL LEVY</b>					
Contractual obligation	17.000	17.000	17.000	17.000	17.000
Debt Service - 2018A-1	34.440	33.828	33.828	33.828	33.669
Debt Service - 2018A-2	5.600	6.491	6.491	6.491	6.650
Capital reserve	1.000	1.000	1.000	1.000	1.000
Total mill levy	<u>58.040</u>	<u>58.319</u>	<u>58.319</u>	<u>58.319</u>	<u>58.319</u>
<b>PROPERTY TAXES</b>					
General fund - contractual obligation	\$ 1,940,442	\$ 2,261,633	\$ 2,261,633	\$ 2,261,633	\$ 2,289,818
Debt Service - 2018A-1	3,931,107	4,500,384	4,500,384	4,500,384	4,535,052
Debt Service - 2018A-2	639,204	863,545	863,545	863,545	895,723
Capital reserve	114,144	133,037	133,037	133,037	134,695
Levied property taxes	<u>6,624,897</u>	<u>7,758,599</u>	<u>7,758,599</u>	<u>7,758,599</u>	<u>7,855,288</u>
Adjustments to actual/rounding	(42,109)	-	(33,998)	(32,599)	-
Budgeted property taxes	<u>\$ 6,582,788</u>	<u>\$ 7,758,599</u>	<u>\$ 7,724,601</u>	<u>\$ 7,726,000</u>	<u>\$ 7,855,288</u>
<b>ASSESSED VALUATION - Denver County - Debt Only</b>					
Commercial	\$ 3,197,980	7,787,100	\$ 7,787,100	\$ 7,787,100	\$ 7,947,570
Residential/Apartment	-	-	-	-	1,260,130
Vacant land	-	1,220,200	1,220,200	1,220,200	561,960
Personal property	505,680	513,830	513,830	513,830	807,010
Agricultural land	1,700	1,060	1,060	1,060	1,350
State assessed	6,600	6,700	6,700	6,700	6,700
	<u>3,711,960</u>	<u>9,528,890</u>	<u>9,528,890</u>	<u>9,528,890</u>	<u>10,584,720</u>
Adjustments	-	-	-	-	-
Certified Assessed Value	<u>\$ 3,711,960</u>	<u>\$ 9,528,890</u>	<u>\$ 9,528,890</u>	<u>\$ 9,528,890</u>	<u>\$ 10,584,720</u>
<b>MILL LEVY</b>					
Debt Service - 2018A-1	34.440	33.828	33.828	33.828	33.669
Total mill levy	<u>34.440</u>	<u>33.828</u>	<u>33.828</u>	<u>33.828</u>	<u>33.669</u>
<b>PROPERTY TAXES</b>					
Debt Service - 2018A-1	127,840	322,343	322,343	322,343	356,377
Levied property taxes	<u>127,840</u>	<u>322,343</u>	<u>322,343</u>	<u>322,343</u>	<u>356,377</u>
Adjustments to actual/rounding	-	-	(19,780)	(2,343)	-
Budgeted property taxes	<u>\$ 127,840</u>	<u>\$ 322,343</u>	<u>\$ 302,563</u>	<u>\$ 320,000</u>	<u>\$ 356,377</u>
<b>BUDGETED PROPERTY TAXES</b>					
General fund - contractual obligation	\$ 1,928,108	2,261,633	\$ 2,251,723	\$ 2,252,000	\$ 2,289,818
General fund - capital reserve	113,418	133,037	132,454	133,000	134,695
Debt Service fund	4,541,262	5,363,929	5,340,424	5,341,000	5,430,775
Debt Service fund - excluded area	127,840	322,343	302,563	320,000	356,377
	<u>\$ 6,710,628</u>	<u>8,080,943</u>	<u>\$ 8,027,164</u>	<u>\$ 8,046,001</u>	<u>\$ 8,211,665</u>

No assurance provided. See summary of significant assumptions.

**EBERT METROPOLITAN DISTRICT  
GENERAL FUND  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

9/22/2020

	ACTUAL 2019	BUDGET 2020	ACTUAL 8/31/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ 309,005	\$ 282,993	\$ 308,668	\$ 308,668	\$ 306,637
<b>REVENUE</b>					
Property taxes	1,928,108	2,261,633	2,251,723	2,252,000	2,289,818
Specific ownership tax	157,971	135,700	75,696	113,500	114,490
Net investment income	7,000	4,000	2,046	3,000	3,000
Other revenue - landscape maintenance reimbursement	19,088	19,470	19,469	19,469	-
Town Center Reimbursement for legal	-	15,000	17,915	25,000	25,000
<b>Total revenue</b>	<b>2,112,167</b>	<b>2,435,803</b>	<b>2,366,849</b>	<b>2,412,969</b>	<b>2,432,308</b>
<b>Total funds available</b>	<b>2,421,172</b>	<b>2,718,796</b>	<b>2,675,517</b>	<b>2,721,637</b>	<b>2,738,945</b>
<b>EXPENDITURES</b>					
Legal	-	15,000	17,915	25,000	25,000
Services Outlay - Town Center	2,093,227	2,394,183	2,302,744	2,362,449	2,381,408
County Treasurer's fees	19,277	22,820	22,516	22,520	22,900
Elections	-	-	-	-	5,000
Contingency	-	5,597	-	5,031	5,692
<b>Total expenditures</b>	<b>2,112,504</b>	<b>2,437,400</b>	<b>2,343,175</b>	<b>2,415,000</b>	<b>2,440,000</b>
<b>TRANSFERS OUT</b>					
Debt Service Fund	-	-	-	-	-
<b>Total transfers out</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total expenditures and transfers out requiring appropriation</b>	<b>2,112,504</b>	<b>2,437,400</b>	<b>2,343,175</b>	<b>2,415,000</b>	<b>2,440,000</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 308,668</b>	<b>\$ 281,396</b>	<b>\$ 332,342</b>	<b>\$ 306,637</b>	<b>\$ 298,945</b>
<b>EMERGENCY RESERVE</b>	<b>\$ 63,400</b>	<b>\$ 72,700</b>	<b>\$ 70,500</b>	<b>\$ 71,600</b>	<b>\$ 72,300</b>
<b>ESCROW RESERVE</b>	<b>165,318</b>	<b>165,300</b>	<b>165,769</b>	<b>165,800</b>	<b>166,000</b>
<b>AVAILABLE FOR OPERATIONS</b>	<b>79,950</b>	<b>43,396</b>	<b>96,073</b>	<b>69,237</b>	<b>60,645</b>
	<b>\$ 308,668</b>	<b>\$ 281,396</b>	<b>\$ 332,342</b>	<b>\$ 306,637</b>	<b>\$ 298,945</b>

No assurance provided. See summary of significant assumptions.



**EBERT METROPOLITAN DISTRICT  
DEBT SERVICE FUND  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

9/22/2020

	ACTUAL 2019	BUDGET 2020	ACTUAL 8/31/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ 6,737,626	\$ 6,951,491	\$ 6,898,566	\$ 6,898,566	\$ 7,559,966
REVENUE					
Property taxes	4,669,102	5,686,272	5,642,987	5,661,000	5,787,152
Specific ownership tax	361,227	341,180	190,317	285,400	289,360
Net investment income	196,897	110,000	47,677	70,000	78,200
Total revenue	<u>5,227,226</u>	<u>6,137,452</u>	<u>5,880,981</u>	<u>6,016,400</u>	<u>6,154,712</u>
TRANSFERS IN					
General Fund	-	-	-	-	-
Total transfers in	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>11,964,852</u>	<u>13,088,943</u>	<u>12,779,547</u>	<u>12,914,966</u>	<u>13,714,678</u>
EXPENDITURES					
County Treasurer's fees	46,691	56,863	56,432	56,610	57,872
Loan interest - 2018A-1	3,937,295	3,979,250	1,989,625	3,979,250	3,956,000
Loan principal - 2018A-1	270,000	465,000	-	465,000	720,000
Loan interest - 2018A-2	746,535	753,800	376,900	753,800	749,050
Loan principal - 2018A-2	65,000	95,000	-	95,000	135,000
Paying agent and trustee fees	-	4,000	3,500	3,500	4,000
Contingency	-	6,087	-	1,840	3,078
Total expenditures	<u>5,065,521</u>	<u>5,360,000</u>	<u>2,426,457</u>	<u>5,355,000</u>	<u>5,625,000</u>
TRANSFERS OUT					
CP Replacement Fund	765	-	-	-	-
Total transfers out	<u>765</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>5,066,286</u>	<u>5,360,000</u>	<u>2,426,457</u>	<u>5,355,000</u>	<u>5,625,000</u>
ENDING FUND BALANCE	<u>\$ 6,898,566</u>	<u>\$ 7,728,943</u>	<u>\$ 10,353,090</u>	<u>\$ 7,559,966</u>	<u>\$ 8,089,678</u>
RATE STABILIZATION RESERVE SURPLUS	\$ 6,636,000	\$ 6,636,000	\$ 6,636,000	\$ 6,636,000	\$ 6,636,000
	262,566	1,092,943	3,717,090	923,966	1,453,678
	<u>\$ 6,898,566</u>	<u>\$ 7,728,943</u>	<u>\$ 10,353,090</u>	<u>\$ 7,559,966</u>	<u>\$ 8,089,678</u>

No assurance provided. See summary of significant assumptions.

**EBERT METROPOLITAN DISTRICT  
CAPITAL RESERVE - BOND PROCEEDS - SERIES 2018 FUND  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

9/22/2020

	ACTUAL 2019	BUDGET 2020	ACTUAL 8/31/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ 2,303,928	\$ 2,359,693	\$ 2,357,027	\$ 2,357,027	\$ 1,472,227
REVENUE					
Net investment income	52,334	8,300	13,920	15,200	7,300
Total revenue	<u>52,334</u>	<u>8,300</u>	<u>13,920</u>	<u>15,200</u>	<u>7,300</u>
TRANSFERS IN					
Debt Service Fund	765	-	-	-	-
Total transfers in	<u>765</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>2,357,027</u>	<u>2,367,993</u>	<u>2,370,947</u>	<u>2,372,227</u>	<u>1,479,527</u>
EXPENDITURES					
Transfer to Town Center					
Capital expenditures approved by Ebert	-	2,367,993	-	900,000	1,479,527
Total expenditures	<u>-</u>	<u>2,367,993</u>	<u>-</u>	<u>900,000</u>	<u>1,479,527</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>2,367,993</u>	<u>-</u>	<u>900,000</u>	<u>1,479,527</u>
ENDING FUND BALANCE	<u>\$ 2,357,027</u>	<u>\$ -</u>	<u>\$ 2,370,947</u>	<u>\$ 1,472,227</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**EBERT METROPOLITAN DISTRICT  
CAPITAL REPAIR AND REPLACEMENT - 1.000 MILL FUND  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

9/22/2020

	ACTUAL 2019	BUDGET 2020	ACTUAL 8/31/2020	ESTIMATED 2020	BUDGET 2021
<b>BEGINNING FUND BALANCE</b>	\$ -	\$ 122,313	\$ 112,468	\$ 112,468	\$ 250,568
<b>REVENUE</b>					
Property taxes	113,418	133,037	132,454	133,000	134,695
Specific ownership taxes	-	7,980	4,453	6,600	6,730
Net investment income	184	2,800	809	1,000	6,000
Town Center transfer for capital replacement	-	-	-	-	555,000
Total revenue	<u>113,602</u>	<u>143,817</u>	<u>137,716</u>	<u>140,600</u>	<u>702,425</u>
Total funds available	<u>113,602</u>	<u>266,130</u>	<u>250,184</u>	<u>253,068</u>	<u>952,993</u>
<b>EXPENDITURES</b>					
County treasurer fees	1,134	1,330	1,325	1,330	1,347
Contingency	-	1,170	-	1,170	1,153
Total expenditures	<u>1,134</u>	<u>2,500</u>	<u>1,325</u>	<u>2,500</u>	<u>2,500</u>
Total expenditures and transfers out requiring appropriation	<u>1,134</u>	<u>2,500</u>	<u>1,325</u>	<u>2,500</u>	<u>2,500</u>
<b>ENDING FUND BALANCE</b>	<u>\$ 112,468</u>	<u>\$ 263,629</u>	<u>\$ 248,859</u>	<u>\$ 250,568</u>	<u>\$ 950,493</u>

No assurance provided. See summary of significant assumptions.



**EBERT METROPOLITAN DISTRICT  
CONSERVATION TRUST FUND  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

9/22/2020

	ACTUAL 2019	BUDGET 2020	ACTUAL 8/31/2020	ESTIMATED 2020	BUDGET 2021
<b>BEGINNING FUND BALANCE</b>	\$ 331	\$ -	\$ 64,167	\$ 64,167	\$ 99,717
<b>REVENUE</b>					
Conservation trust fund	63,003	65,000	27,576	55,100	55,000
Net investment income	833	480	420	450	500
<b>Total revenue</b>	<b>63,836</b>	<b>65,480</b>	<b>27,996</b>	<b>55,550</b>	<b>55,500</b>
<b>Total funds available</b>	<b>64,167</b>	<b>65,480</b>	<b>92,163</b>	<b>119,717</b>	<b>155,217</b>
<b>EXPENDITURES</b>					
Transfer to Town Center	-	65,480	-	20,000	155,217
<b>Total expenditures</b>	<b>-</b>	<b>65,480</b>	<b>-</b>	<b>20,000</b>	<b>155,217</b>
<b>Total expenditures and transfers out requiring appropriation</b>	<b>-</b>	<b>65,480</b>	<b>-</b>	<b>20,000</b>	<b>155,217</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 64,167</b>	<b>\$ -</b>	<b>\$ 92,163</b>	<b>\$ 99,717</b>	<b>\$ -</b>

No assurance provided. See summary of significant assumptions.

**EBERT METROPOLITAN DISTRICT  
2021 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  
2021 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.

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.

This budget only includes Ebert Metropolitan District. Ebert Metropolitan District Subdistrict No. 1 and Ebert Metropolitan District Subdistrict No. 2 are being administratively dissolved.



**EBERT METROPOLITAN DISTRICT  
2021 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.

**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%.

**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. It is also anticipated that Town Center funds set aside for capital replacement will be transferred to the District to establish a capital reserve fund.

**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.

**EBERT METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures (Continued)**

**Debt Service**

Principal and interests 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  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**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.

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.



**EBERT METROPOLITAN DISTRICT  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Reserves**

**Emergency Reserves**

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

**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.**

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

	\$86,350,000 Limited Tax General Obligation Refunding Bonds Series 2018A-1 Dated December 6, 2018 Interest rate of 4.00% - 5.00% Interest payable June 1 and December 1 Principal Due December 1		\$16,365,000 Limited Tax General Obligation Refunding and Improvement Bonds Series 2018A-2 Dated December 6, 2018 Interest rate of 2.090% - 4.150% Interest payable June 1 and December 1 Principal Due December 1		Total All Bonds
	Principal	Interest	Principal	Interest	
2021	\$ 720,000	\$ 3,956,000	\$ 135,000	\$ 749,050	\$ 5,560,050
2022	970,000	3,920,000	180,000	742,300	5,812,300
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>\$ 85,615,000</u>	<u>\$ 71,913,775</u>	<u>\$ 16,205,000</u>	<u>\$ 13,672,925</u>	<u>\$ 187,406,700</u>

No assurance provided. See summary of significant assumptions.

**Lisa Jacoby**

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**From:** Almaguer, Olivia - DPD CA2668 Outreach Case Coordinator  
<Olivia.Almaguer@denvergov.org>  
**Sent:** Thursday, October 15, 2020 7:14 AM  
**Subject:** Outreach Case Coordinator  
**Attachments:** Outreach Case Coord.pdf

Hello,

My name is Olivia Almaguer. I work for the City and County of Denver in the Police Department as an Outreach Case Coordinator. Below is a description of what I do and the attachment is a flyer to share with the community in District 5. Kindly, review and advise. I look forward to serving our community and making a difference.

### Summary

Communities throughout the nation are implementing outreach programs, and local governments are becoming interested in both cooperating with outreach workers and regulating this work. Though still evolving after decades of development, the key element of outreach programs is outreach workers engaging marginalized individuals in their communities. Outreach workers, form mentoring relationships with their clients, link them to needed services and institutions, and advocate on their behalf.

Establishing an effective outreach program can be very delicate, considering the difficulties of developing effective relationships with law enforcement and the inherent risk.

The purpose of the Outreach Case Coordinator (OCC) position is to provide long-term connections to services with members of the community. Clients could include community members who are experiencing homelessness, substance misuse, needing housing system navigation, immigrant and refugee system navigation, human services navigation, and many others. Each police district is unique and comes with its own unique community with its own needs. OCC staff will educate themselves on the needs of their assigned community and provide the needed outreach and connections. All OCC staff also come with their own set of skills and experience and should collaborate with the other OCC staff pertaining to services with which they are less familiar.

### What We Do

The Case Manager Hub works with families and individuals that are facing acute and long-term challenges and may need services from more than one community agency. The goals are to work together to ensure families and individuals are safe, healthy, and have the opportunity to thrive. The OCC provides comprehensive psychosocial services via high and low intensity supports to increase functioning in society and decrease reliance on emergency services. The Case Managers Hub is a police-led initiative that works with individuals referred by STAR, Caring4Denver, SUN, Social



Referrals, District Case Managers. Bowser Model. Citywide Impact, CO-responders, LEAD, Homeless Outreach Team (HOT), and Follow-up Team, Office of Immigrant and Refugee Affairs, Volunteers of America, Salvation Army, the Gathering Place and social referrals to address specific situations regarding individuals facing elevated levels of risk, and develop immediate, coordinated, and integrated responses through the mobilization of resources. The Hub case managers work routinely with DDPHE, Human Services, HOST, Solutions Center, Denver Health, Youth Services, Supportive Housing, The Mental Health Center of Denver, and GRID.

The innovative model mobilizes resources already in place to address specific situations to improve long-term outcomes. The Hub reduces demands that are currently borne by the criminal justice system, healthcare system, and families by more effectively applying the capacities of area partners and our police resources and mitigating those critical upstream risk factors that lead to harm, crime, and/or death.

### **Job Responsibilities Include**

The OCC conducts intake assessments and screening for all individuals to determine need and eligibility for benefits and/or additional assistance programs and perform resource navigation for the newly created Denver Police Case Manager Hub. Central to this work is the ability to provide motivational interviewing, facilitate resource navigation throughout the Denver metro area, and support a diversity of community partners throughout the city. This role works in support of the following program areas throughout the community: shelter or homelessness services, housing, behavioral health, mental health, and serving families, youth, single adults, older adults, and other vulnerable populations.

Additionally, OCC's help build relationships and partnerships throughout the Denver community, and internal, to other DPD programs. All functions and responsibilities of this role include providing trauma-informed, wrap-round, and empathetic customer services.

### **Educate and Encourage Philosophy**

The Denver Police Department for the Case Manager Hub Unit will educate individuals on what services are available; encourage referrals to those partner service agencies through outreach and diversion.

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### **Outreach**

- Outreach is the meeting with people where they are geographically, philosophically, and emotionally.
- The OCC Team is a bridge between the community and the Denver Police Department.
- The OCC Team provides educational material that highlights service providers, to individuals willing to accept the information.
- The OCC Team will take their time with each individual during every contact to explain the resources material.
- The OCC Team conducts outreach daily and responds to requests of service on call.

- The OCC Team meets weekly with other OCC's to discuss vulnerable individuals needing services.
- The OCC Team and/or Officers assist individuals and families with finding available services.
- The OCC Team and/or Officers do help identify the individual's goals and needs.
- The OCC Team and/or Officers formulate a plan to meet those goals with the individual.
- The OCC Team and/or Officers do maintain communication with individuals to evaluate the plan to ensure it is meeting the client's goals.

### **Partnership with Local Outside Agencies**

The OCC Team has partnered with other local agencies. Many of these agencies do participate in outreach with the OCC Team. Each agency provides different services that can benefit individuals.

### **Conclusion**

The OCC Team is an important function to the Denver Police Department. The Denver Police Department, OCC Team will Educate and Encourage individuals to use services. The Denver Police Department, OCC Team will make every effort to Educate and Encourage individuals. Taking on social-economic issues using community policing and intelligent based policing is the mission of the police department, demonstrating that everyone matters.

This is accomplished by providing outreach services and bridging the gap between outside agencies and potential clients.

OCCs may see the need to refer clients to conflict mediation for neighborhood and other issues. This should be done through their district's Community Resource Officer. The CRO should take over the client's needs if mediation is the desired service connection, as this is a regular part of the CROs duties. While the OCC team can collaborate with the CRO in this effort, the OCC team should focus on long-term outreach efforts and connections to services and not be put or put themselves into crisis/high-risk situations. Neighborhood/conflict mediations are often fueled by strong emotions and the OCC should not participate in these events, but rather refer the issue to their CRO.

### **What You Should Know About Me**

I am energetic and dependable. I have overcome extraordinary circumstances with grace, strength, and faith. I am a fierce defender of community injustices and a liaison between the community and the Denver Police Department. I use my knowledge of the Spanish language to give back to the Latino community.

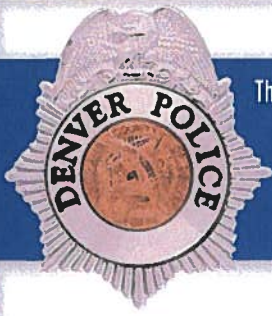
Respectfully,

Almaguer, Olivia  
 DPD Outreach Case Coordinator | District 5  
 Denver Police Department | City and County of Denver  
 p: (720) 913-1431 | [Olivia.Almaguer@denvergov.org](mailto:Olivia.Almaguer@denvergov.org)



CONNECT WITH US | 311 | [POCKETGOV.COM](http://POCKETGOV.COM) | [DENVERGOV.ORG](http://DENVERGOV.ORG) | DENVER 8 TV





The Denver Police Department Presenta

District 5 Coordinadora de casos de enlace

# OLIVIA ALMAGUER



Del Comandante:

Me complace y entusiasmo darle la bienvenida a Olivia Almaguer a nuestro equipo, aquí en el Distrito cinco. Ella trae consigo una gran cantidad de conocimiento y experiencia para conectar a los miembros de la comunidad con los servicios necesarios y diversas formas de asistencia. Estoy seguro de que será un gran recurso para los ciudadanos del noreste de Denver.

Comandante Marcus L. Fountain  
Distrito cinco de la Policía de Denver

¿Cómo ponerse en contacto con Olivia?



Escritorio: (720) 913-1431  
Celular: (720) 765-8215

Correo electrónico:  
[olivia.almaguer@denvergov.org](mailto:olivia.almaguer@denvergov.org)

## ¿QUÉ HACE UNA COORDINADORA DE CASOS DE ENLACE?

- Construye un puente entre la comunidad y el Departamento Policía de Denver.
- Proporciona material educativo que destaca a los proveedores de servicios para las personas que deseen aceptar la información.
- Ayuda a las personas y familias a encontrar los servicios disponibles.
- Ayuda a identificar los objetivos y necesidades de cada persona.
- Mantiene comunicación con las personas para evaluar el plan y asegurarse de que cumplan con los objetivos del cliente.

El propósito del puesto de Coordinador de casos de enlace (OCC) es proporcionar conexiones a largo plazo de los servicios con los miembros de la comunidad. Los clientes pueden incluir miembros de la comunidad que están sin hogar, uso indebido de sustancias, necesidad de navegación del sistema de vivienda, navegación del sistema de inmigrantes, refugiados, navegación de servicios humanos y muchos otros. Cada distrito policial es único, viene con su propia comunidad y necesidades. El personal de OCC se educará sobre las necesidades de su comunidad asignada y brindará el enlace de las conexiones necesarias.

## SEGURIDAD PÚBLICA EN LA PUNTA DE SUS DEDOS:



No-emergencia: 720.913.2000

Emergencias: 911 (call or text)

Vehículos abandonados: 720.865.0471

Pistas anónimos sobre delitos: 720.913.STOP (7867)

Aplicación de código : 720.865.3200

Infracciones de estacionamiento: 866.280.9988

Registros policiales y solicitudes de reportes: 720.913.6755

Quejas de la policía y elogios: 720.913.3306

Solicitudes de remolque de velocidad o cierre de carreteras:

720.337.1030

Búsqueda de delincuentes sexuales: [www.sotar.us/](http://www.sotar.us/)



## CONOZCA SU VECINDAD

Organizaciones vecinales registradas (RNO) juegan un papel clave en el esfuerzo continuo para hacer de Denver un gran lugar para vivir y trabajar. Para encontrar su RNO, visite: <https://bit.ly/3cF5J9m> o comuníquese con su oficial de recursos comunitarios.

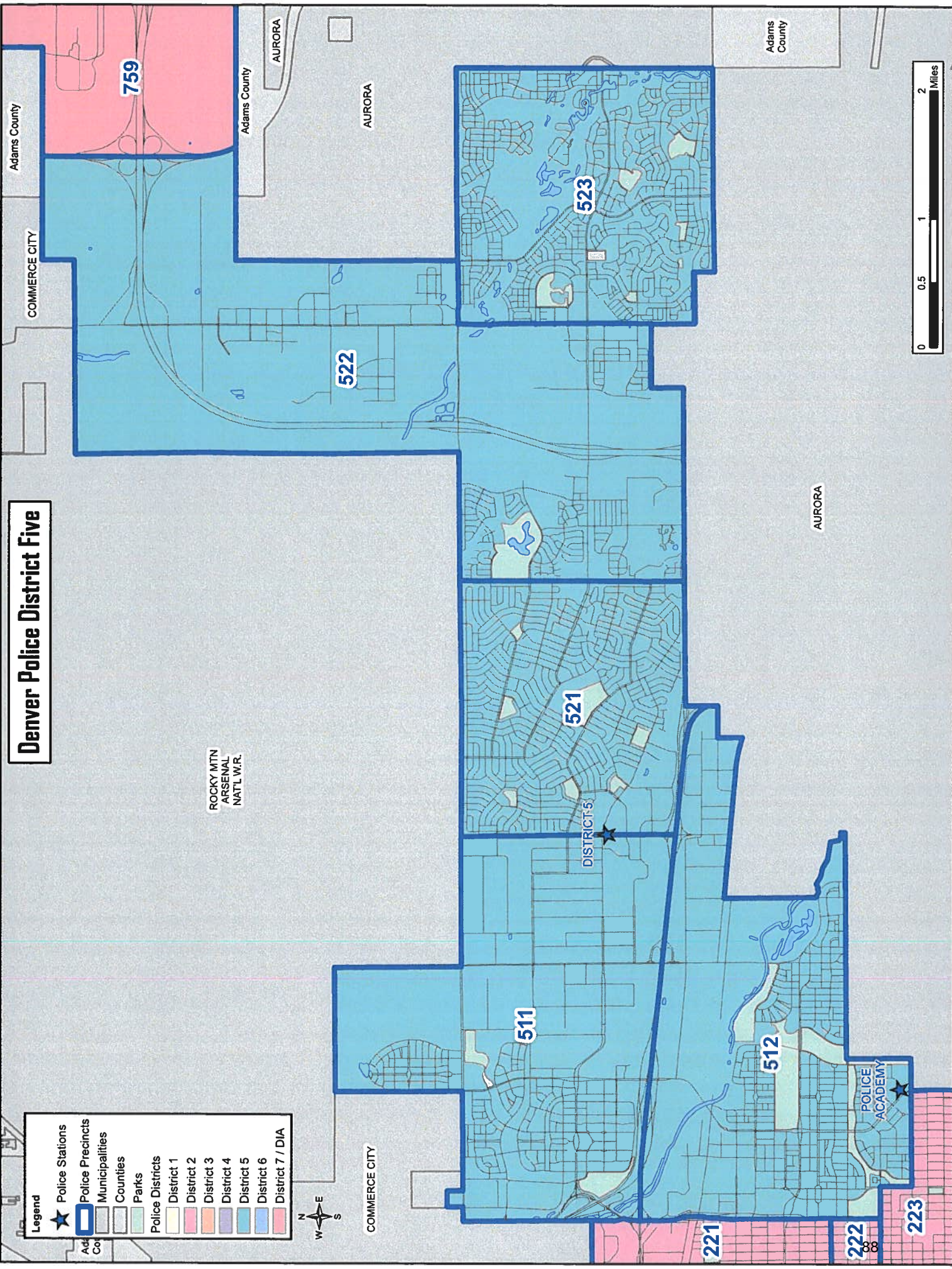


ENCUENTRE DPD EN LINEA: [denvergov.org/police](http://denvergov.org/police)





# Denver Police District Five



**Legend**

- ★ Police Stations
- Police Precincts
- Municipalities
- Counties
- Parks
- Police Districts
  - District 1
  - District 2
  - District 3
  - District 4
  - District 5
  - District 6
  - District 7 / DIA





# Denver Police District Five Sector One

COMMERCE CITY

ROCKY MTN  
ARSENAL  
NAT'L W.R.

E 56TH AVE

511

N HAVANA ST

521

N PEORIA ST

★ DISTRICT 5

INTERSTATE 70

INTERSTATE 225

221

E 38TH AVE

N QUEBEC ST

512

E MARTIN LUTHER KING JR BLVD



222

E 26TH AVE

N CENTRAL PARK BLVD

POLICE ACADEMY



AURORA

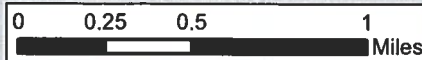
E MONTVIEW BLVD

223

N ULSTER ST

E COLFAX AVE

N YOSEMITE ST



### Legend

- ★ Police Stations
- ▭ Police Precincts
- ▭ Municipalities
- ▭ Counties
- ▭ Parks
- Police Districts
  - ▭ District 1
  - ▭ District 2
  - ▭ District 3
  - ▭ District 4
  - ▭ District 5
  - ▭ District 6
  - ▭ District 7 / DIA



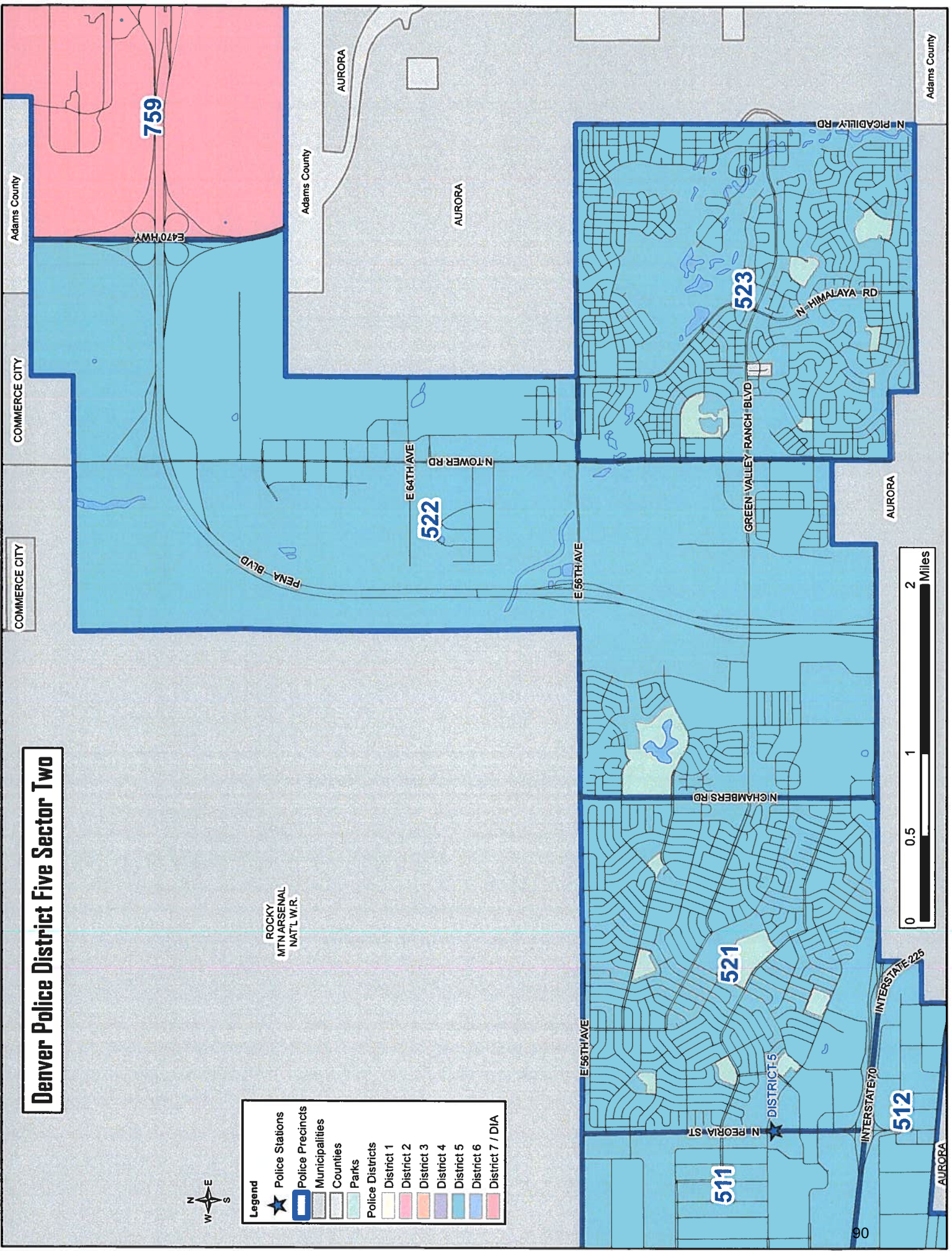
# Denver Police District Five Sector Two



**Legend**

- ★ Police Stations
- ▭ Police Precincts
- ▭ Municipalities
- ▭ Counties
- ▭ Parks
- Police Districts
  - ▭ District 1
  - ▭ District 2
  - ▭ District 3
  - ▭ District 4
  - ▭ District 5
  - ▭ District 6
  - ▭ District 7 / DIA

ROCKY  
MTN ARSENAL  
NATL W.R.

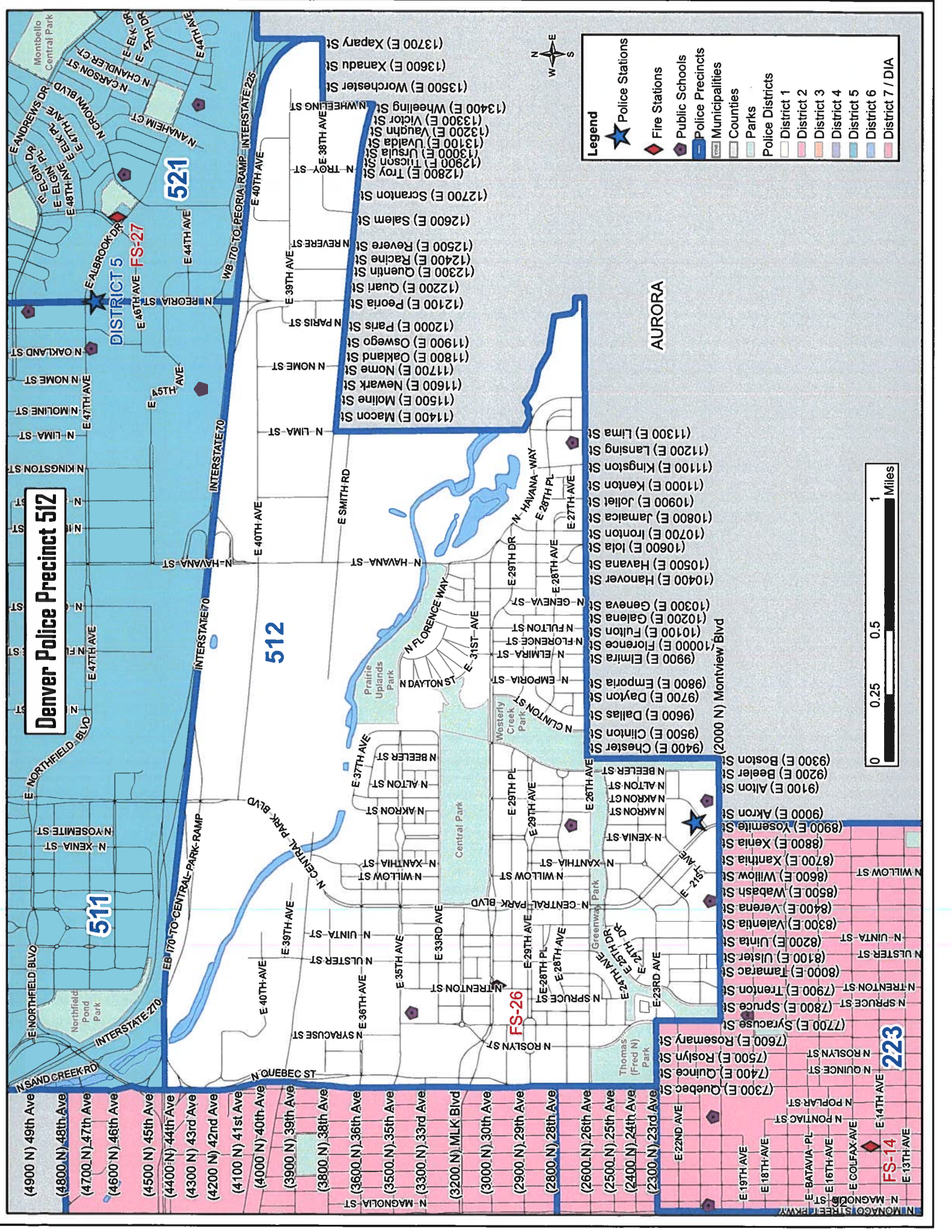








# Denver Police Precinct 512



511

521

512

AURORA

223

**Legend**

- Police Stations
- Fire Stations
- Public Schools
- Police Precincts
- Municipalities
- Counties
- Parks
- Police Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7 / DIA



- (4900 N) 49th Ave
- (4800 N) 48th Ave
- (4700 N) 47th Ave
- (4600 N) 46th Ave
- (4500 N) 45th Ave
- (4400 N) 44th Ave
- (4300 N) 43rd Ave
- (4200 N) 42nd Ave
- (4100 N) 41st Ave
- (4000 N) 40th Ave
- (3900 N) 39th Ave
- (3800 N) 38th Ave
- (3600 N) 36th Ave
- (3500 N) 35th Ave
- (3300 N) 33rd Ave
- (3200 N) MLK Blvd
- (3000 N) 30th Ave
- (2900 N) 29th Ave
- (2800 N) 28th Ave
- (2600 N) 26th Ave
- (2500 N) 25th Ave
- (2400 N) 24th Ave
- (2300 N) 23rd Ave
- E 22nd Ave
- E 19th Ave
- E 18th Ave
- E 16th Ave
- E 14th Ave
- E 13th Ave
- (7300 E) Quebec St
- (7400 E) Quince St
- (7500 E) Roslyn St
- (7600 E) Rosemary St
- (7700 E) Syracuse St
- (7800 E) Spruce St
- (7900 E) Trenton St
- (8000 E) Tamarc St
- (8100 E) Ulster St
- (8200 E) Ulta St
- (8300 E) Valenta St
- (8400 E) Verona St
- (8500 E) Wabash St
- (8600 E) Willow St
- (8700 E) Xanthia St
- (8800 E) Xenia St
- (8900 E) Yosemite St
- (9000 E) Akron St
- (9100 E) Alton St
- (9200 E) Beeler St
- (9300 E) Boston St
- (9400 E) Chester St
- (9500 E) Clinton St
- (9600 E) Dallas St
- (9700 E) Dayton St
- (9800 E) Emporia St
- (9900 E) Elmira St
- (10000 E) Florence St
- (10100 E) Fulton St
- (10200 E) Galena St
- (10300 E) Geneva St
- (10400 E) Hanover St
- (10500 E) Havana St
- (10600 E) Iola St
- (10700 E) Ironton St
- (10800 E) Jamaica St
- (10900 E) Joliet St
- (11000 E) Kenton St
- (11100 E) Kingston St
- (11200 E) Lansing St
- (11300 E) Lima St
- (11400 E) Macon St
- (11500 E) Moline St
- (11600 E) Newark St
- (11700 E) Nome St
- (11800 E) Oakland St
- (11900 E) Oswego St
- (12000 E) Paris St
- (12100 E) Peoria St
- (12200 E) Quari St
- (12300 E) Quant St
- (12400 E) Racine St
- (12500 E) Revere St
- (12600 E) Salem St
- (12700 E) Scranton St
- (12800 E) Troy St
- (12900 E) Ursula St
- (13000 E) Uvalda St
- (13100 E) Vada St
- (13200 E) Vaughn St
- (13300 E) Victor St
- (13400 E) Wheeling St
- (13500 E) Worcester St
- (13600 E) Xanadu St
- (13700 E) Xapary St







# Denver Police Precinct 522

- Legend**
- ★ Police Stations
  - ◆ Fire Stations
  - Public Schools
  - ▭ Police Precincts
  - ▭ Municipalities
  - ▭ Counties
  - ▭ Parks
- Police Districts**
- ▭ District 1
  - ▭ District 2
  - ▭ District 3
  - ▭ District 4
  - ▭ District 5
  - ▭ District 6
  - ▭ District 7 / DIA

- (8000 N) 80th Ave
- (7900 N) 79th Ave
- (7800 N) 78th Ave
- (7700 N) 77th Ave
- (7600 N) 76th Ave
- (7500 N) 75th Ave
- (7400 N) 74th Ave
- (7300 N) 73rd Ave
- (7200 N) 72nd Ave
- (7100 N) 71st Ave
- (7000 N) 70th Ave
- (6900 N) 69th Ave
- (6800 N) 68th Ave
- (6700 N) High Point Blvd
- (6600 N) 66th Ave
- (6500 N) 65th Ave
- (6400 N) 64th Ave
- (6300 N) 63rd Ave
- (6200 N) 62nd Ave

- (14900 E) Altura St
- (15000 E) Fairplay St
- (15100 E) Fraser St
- (15200 E) Granby St
- (15300 E) Chambers Rd
- (15400 E) Hannibal St
- (15500 E) Helena St
- (15600 E) Idalia St
- (15700 E) Jasper St
- (15800 E) Joplin St
- (15900 E) Kalispell St
- (16000 E) Kittredge St
- (16100 E) Laredo St
- (16200 E) Lewiston St
- (16300 E) Memphis St
- (16400 E) Mobile St
- (16500 E) Naples St
- (16600 E) Nucla St
- (16700 E) Olathe St
- (16800 E) Ouray St
- (16900 E) Buckley Rd



COMMERCE CITY

759

522

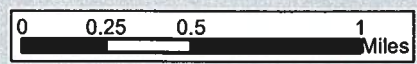
523

521

Adams County

AURORA

AURORA





# Denver Police Precinct 523

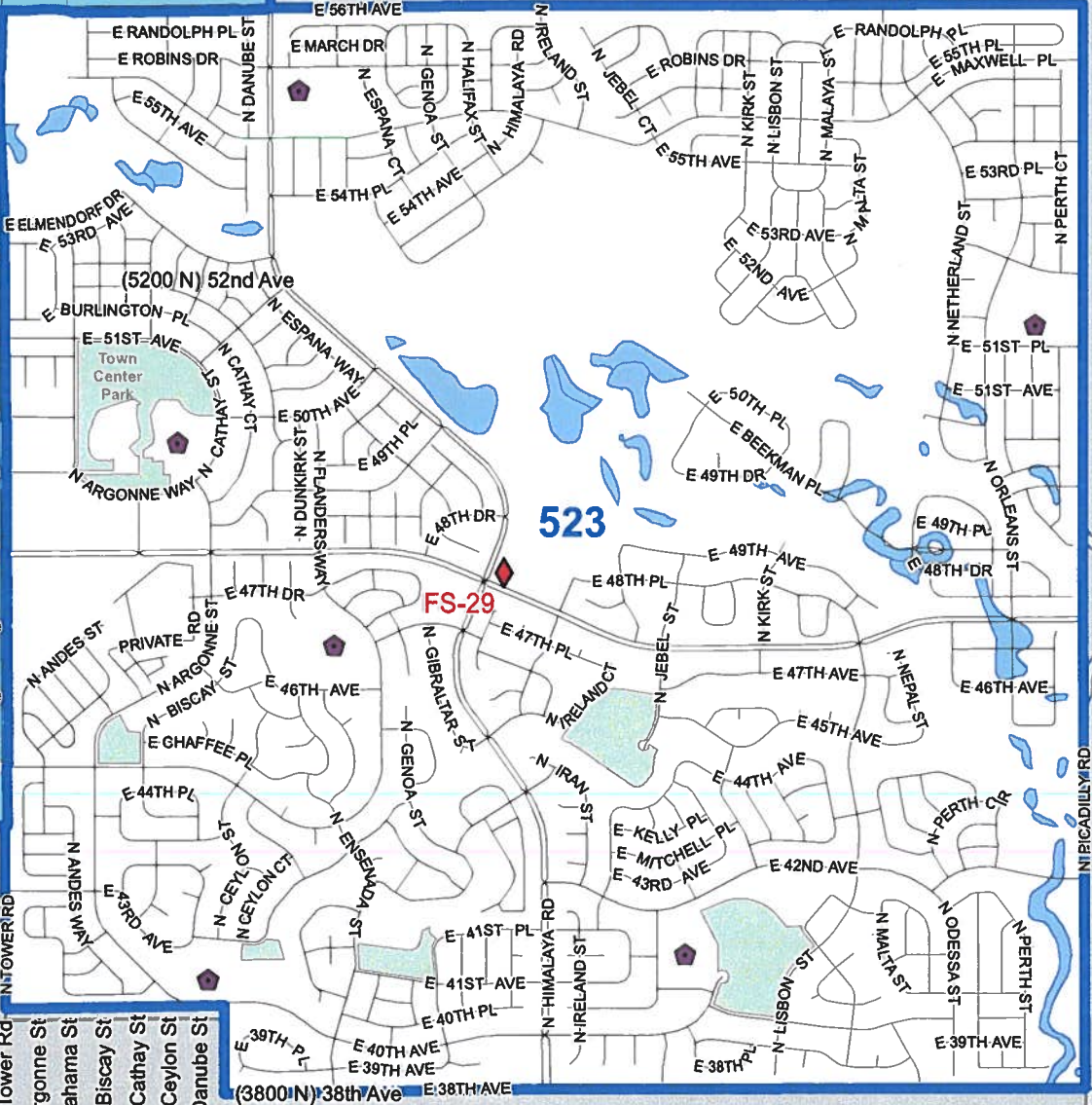
- Legend**
- ★ Police Stations
  - ◆ Fire Stations
  - Public Schools
  - ▭ Police Precincts
  - ▭ Municipalities
  - ▭ Counties
  - ▭ Parks
- Police Districts**
- District 1
  - District 2
  - District 3
  - District 4
  - District 5
  - District 6
  - District 7 / DIA

522

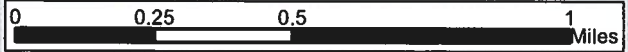
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- (19300 E) Dunkirk St
- (19400 E) Ensenada St
- (19500 E) Espana St
- (19600 E) Flanders St
- (19700 E) Fundy St
- (19800 E) Genoa St
- (19900 E) Gibraltar St
- (20000 E) Halifax St
- (20100 E) Himalaya Rd
- (20200 E) Iran St
- (20300 E) Ireland St
- (20400 E) Jebel St
- (20500 E) Jericho St
- (20600 E) Killarney St
- (20700 E) Kirk St
- (20800 E) Lisbon St
- (20900 E) Liverpool St
- (21000 E) Malaya St
- (21100 E) Malta St
- (21200 E) Nepal St
- (21300 E) Netherland St
- (21400 E) Odessa St
- (21500 E) Orleans St
- (21600 E) Perth St
- (21700 E) Picadilly Rd

- (5600 N) 56th Ave
- (5500 N) 55th Ave
- (5400 N) 54th Ave
- (5300 N) 53rd Ave
- (5200 N) 52nd Ave
- (5100 N) 51st Ave
- (5000 N) 50th Ave
- (4900 N) 49th Ave
- (4800 N) GVR Blvd
- (4700 N) 47th Ave
- (4600 N) 46th Ave
- (4500 N) 45th Ave
- (4400 N) 44th Ave
- (4300 N) 43rd Ave
- (4200 N) 42nd Ave
- (4000 N) 40th Ave



523



AURORA

Adams County