

MIDCITIES METROPOLITAN DISTRICT NO. 2

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

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Douglas McCormick	President	May 2023/2023
Greg Patrick	Vice President	May 2022/2022
George Turtle	Treasurer	May 2023/2023
Charles Tash	Assistant Secretary	May 2022/2022
Kael T. Russell	Assistant Secretary	May 2022/2022
David Solin	Secretary	

DATE: March 15, 2022 (Tuesday)

TIME: 1:00 p.m.

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

Phone: 1-669-900-6833
Meeting ID Number: 5469119353
Passcode: 912873

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda, confirm location of the meeting and posting of meeting Notice and designate 24-hour posting location.

C. Review and approve Minutes of the November 16, 2021 special meeting and the January 13, 2022 work session meeting (enclosures).

II. PUBLIC COMMENTS

A. _____

III. FINANCIAL MATTERS

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

Fund	Period ending Nov. 24, 2021	Period ending Dec. 25, 2021	Period ending Jan. 31, 2022	Period ending Feb. 28, 2022
General	\$ 9,352.52	\$ 31,723.92	\$ 24,591.24	\$ 2,150.64
Debt	\$ -0-	\$ -0-	\$ 5,000.00	\$ -0-
Capital	\$ 665.83	\$ 665.83	\$ 1,550.83	\$ 665.83
Total	\$ 10,018.35	\$ 32,389.75	\$ 31,142.07	\$ 2,816.47

- B. Review and accept unaudited financial statements for the period ending December 31, 2021 (enclosure).
- C. Discuss Sales Tax Report (enclosure).
- D. Ratify approval of Second Amendment to U.S. Bank Loan Agreement.

IV. LEGAL MATTERS

- A. Public Hearing on Lock at Flatiron, LLC Petition for Exclusion of Lot 2, MidCities Filing No. 1 and action by Board of Directors to approve/deny the Petition (enclosure-Petition).
- B. Update on the Series 2022, Special Revenue Refunding Bonds refinancing; schedule a special meeting to approve Bond closing documents.
- C. Discuss Warranty Deed to Lock at Flatirons, LLC (enclosure)

V. CAPITAL MATTERS

- A. Discuss status of the Parking Structure Project.
- B. Discuss status of the Regional Trail Project and review and approval of Intergovernmental Agreement with the City and County of Broomfield (enclosure).

C. Discuss status of retaining wall repair work.

D. Ratify approval of Service agreement between the District and Flatiron Owners Association Inc. for property Management (enclosure).

VI. OTHER MATTERS

A. _____

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 21, 2022.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE MIDCITIES METROPOLITAN DISTRICT NO. 2 HELD NOVEMBER 16, 2021

A special meeting of the Board of Directors (referred to hereafter as “Board”) of the MidCities Metropolitan District No. 2 (referred to hereafter as “District”) was held on Tuesday, the 16th day of November, 2021 at 1:00 p.m. Due to concerns regarding the spread of the Coronavirus (Covid-19) and the benefits to the control of the spread of the virus by limiting in person contact, this District Board meeting was held by conference call without any individuals (neither District Representatives or the General Public) attending in person. The meeting was held by conference call and was open to the public.

ATTENDANCE

Directors In Attendance Were:

Douglas McCormick
Greg Patrick
George Turtle
Charles Tash
Kael T. Russell

Also In Attendance Were:

David Solin; Special District Management Services, Inc.

Paul Cockrel; Collins; Cockrel & Cole, P.C.

Kimberly Johanns; Simmons & Wheeler, P.C. (for a portion of the meeting)

Jason Simmons; Hilltop Securities, Inc. (for a portion of the meeting)

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: Attorney Cockrel reported that, in accordance with statutory requirements, Disclosure of Potential Conflict of Interest Statements were previously filed by Directors McCormick with the District and the Secretary of State disclosing potential conflicts of interest, because of such Director respective previous or current ownership, directorship and officership interests in or employment relationships with companies which previously owned and developed property within the District and/or MidCities Metropolitan District No. 2 (referred to hereafter as “District No. 2” and together with the District, the “Districts”) or which were involved in the development of such property, including entering into various construction, funding, acquisition and reimbursement, and management contracts with

RECORD OF PROCEEDINGS

the Districts, including without limitation the Funding Agreement, the Amended and Restated Reimbursement Agreement, the Parking Garage Lease Purchase Agreement and the Infrastructure Acquisition Agreement (collectively referred to hereafter as “Coalton Contracts”). Director Douglas McCormick has disclosed his former involvement as a member, officer or director of, or as owners or creditors having a direct or indirect financial interest in, Alliance Commercial Holdings I, LLC (referred to hereafter as “Alliance Holdings”), which was the manager of Coalton Associates, LLC (referred to hereafter as “Coalton Associates”), which was a member and the sole owner of Coalton Acres, LLC (referred to hereafter as “Coalton Acres”), which had, but now has sold or disposed of, various land ownership and/or development interests within the Districts. Coalton Acres also was a member of Coalton Holdings, LLC (“Coalton Holdings” and together with Coalton Acres, “Coalton”), which also had, but now has disposed of, its land ownership and/or development interests within the District.

The Disclosure of Potential Conflict of Interest Statements were incorporated into the record of the meeting and will be deemed continuing until modified or withdrawn.

All Directors present stated that the participation of at least three of them in the regular meeting was necessary to obtain a quorum of the Board or otherwise enable the Board to act; that written disclosures of such potential conflicts of interest of each Director had previously been filed with the Districts and the Secretary of State in accordance with statutory requirements; and that the nature of each Director’s private interests related to the ownership, creditor or employment relationships or directorship or officership positions in companies, including Coalton, which formerly owned and developed property within the Districts, and is a party to and has interests under the Coalton Contracts. After each Director had summarily stated for the record the fact and nature of his private interests and further stated that the determination to participate in voting or to take any other action on any contract or other matter in which a Director may have a private interest would be made in compliance with Section 24-18-201(1)(b)(V), C.R.S., on an ad hoc basis, the Board turned its attention to the agenda items. All disclosures of potential conflicts of interest of the Directors shall be deemed continuing in nature until withdrawn.

ADMINISTRATIVE MATTERS

Agenda: The Board reviewed the proposed Agenda for the District’s special meeting.

Following discussion, upon motion duly made by Director McCormick, seconded by Director Tash and, upon vote, unanimously carried, the Agenda was approved, as presented.

RECORD OF PROCEEDINGS

Approval of Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District Board meetings.

Following discussion, upon motion duly made by Director McCormick seconded by Director Tash and, upon vote, unanimously carried, the Board determined that due to concerns regarding the spread of the Coronavirus (Covid-19) and the benefits to the control of the spread of the virus by limiting in person contact, this District Board meeting will be held by conference call without any individuals (neither District Representatives or the General Public) attending in person on location.

Minutes: The Board reviewed the Minutes of the September 21, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Tash, seconded by Director Patrick and, upon vote, unanimously carried, the Board approved the Minutes of the September 21, 2021 Special Meeting, as presented.

2022 Regular Meeting Dates: The Board entered into discussion regarding setting dates for 2022 Regular Meetings.

Following review and discussion, upon motion duly made by Director McCormick, seconded by Director Russell and, upon vote, unanimously carried, the Board determined to schedule Regular Meetings on the third Tuesday in March, June, September and November in 2022. The Meetings will be held at 1:00 p.m., via teleconference.

**PUBLIC
COMMENT**

There were no public comments.

**FINANCIAL
MATTERS**

Claims: The Board considered ratification of the payment of claims through the period ending as follows:

Fund	Period ending Sept. 25, 2021	Period ending Oct. 31, 2021
General	\$ 7,072.34	\$ 30,803.53
Debt	\$ -0-	\$ -0-
Capital	\$ 55,046.83	\$ 976.83
Total	\$ 62,119.17	\$ 31,780.36

Following discussion, upon motion duly made by Director Russell, seconded by Director Patrick and, upon vote, unanimously carried, the Board ratified approval of payment of claims, as presented.

RECORD OF PROCEEDINGS

Unaudited Financial Statements: Ms. Johanns reviewed with the Board the unaudited financial statements of the District setting forth the cash deposits, investments and budget analysis for the period ending September 30, 2021.

Following review and discussion, upon motion duly made by Director Turtle, seconded by Director Russell and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District setting forth the cash deposits, investments and budget analysis for the period ending September 30, 2021 as presented.

Sales Tax Report: Mr. Solin discussed with the Board the Sales Tax Report.

2021 Audit: The Board considered the engagement of Wipfli LLP to perform the 2021 Audit.

Following review and discussion, upon motion duly made by Director Turtle, seconded by Director Tash and, upon vote, unanimously carried, the Board approved the engagement of Wipfli LLP to perform the 2021 Audit, for an amount not to exceed \$4,600.

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

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2021 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Following review and discussion, Director Turtle moved to adopt the Resolution to Amend 2021 Budget, Director Russell seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-11-02 to Amend the 2021 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

2022 Budget Hearing: The President opened the continued public hearing on the proposed 2022 Budget and discussed related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

RECORD OF PROCEEDINGS

Ms. Johanns reviewed the estimated 2021 revenues and expenditures and proposed 2022 revenues and expenditures.

Following discussion, the Board considered the adoption of the Resolutions to Adopt the 2022 Budget and Appropriate Sums of Money and Set Mill Levies for the General Fund at 3.000 mills and the Debt Service Fund at 38.901 mills, for a total mill levy of 41.908 mills and Debt Service Fund – Greystar Exclusion at 30.875 mills, Debt Service Fund – Filing 15 Exclusion at 38.000mills, Pathfinder Exclusion at 38.000 mills and CP III Flatirons Exclusion at 38.000 mills. Upon motion duly made by Director Turtle, seconded by Director Russell and, upon vote, unanimously carried, the Resolutions were adopted, subject to legal review of Mill Levy requirements in bond documents for the Debt Service Fund Abatement, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2021. The District Accountant was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of the City and County of Broomfield and the Division of Local Government, not later than December 15, 2021. The District Accountant was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2022. Copies of the adopted Resolutions are attached to these Minutes and incorporated herein by this reference.

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form.

Following discussion, upon motion duly made by Director Turtle, seconded by Director Russell and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Bond Refunding: Mr. Simmons reported to the Board that after an underwriter RFP was performed, it was determined that Wells Fargo was the most advantageous to the District.

Following discussion, upon motion duly made by Director Russell, seconded by Director Tash and, upon vote, unanimously carried, the Board ratified approval of Wells Fargo as Underwriter.

U.S. Bank Loan: The Board discussed a Loan Amendment to the U.S. Bank loan.

Following further discussion, upon motion duly made by Director Tash, seconded by Director Turtle and, upon vote, unanimously carried, the Board directed Mr. Simmons to work with U.S. Bank on a loan amendment and notify U.S. Bank of the termination

RECORD OF PROCEEDINGS

of the swap, effective December 1, 2021, and authorized Director McCormick to execute the First Amendment to the U.S Bank loan, subject to final legal review.

LEGAL MATTERS

Letter from Collins, Cockrel & Cole, P.C.: The Board discussed the letter from Collins, Cockrel & Cole, P.C. (CCC) regarding the firm's termination of legal services as of December 31, 2021, and the Board's option to transition legal representation to Mr. Cockrel's new law firm, Cockrel Ela Glesne Greher & Ruhland (CEGR Law) or another law firm.

Following review and discussion, upon motion duly made by Director Tash, seconded by Director McCormack and, upon vote, unanimously carried, the Board acknowledged the CCC letter, approved the transition of the District's legal representation to CEGR Law, and directed Director McCormick to execute the transition and engagement letters.

Resolution Calling for the May 3, 2022 Regular District Election: The Board discussed the upcoming May 3, 2022 Regular Election and reviewed a Resolution Calling for the 2022 Regular District Election.

Following discussion, upon motion duly made by Director Russell, seconded by Director McCormick and, upon vote, unanimously carried, the Board adopted a Resolution Calling for the 2022 Regular District Election and appointed David Solin as the Designated Election Official and authorized him to perform all tasks required for the May 3, 2022 Regular Election of the Board of Directors for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

CAPITAL MATTERS

Parking Structure Project: Mr. Solin updated the Board.

Regional Trail Project: Mr. Solin discussed with the Board the status of the Regional Trail Project.

Retaining Wall Repair Work: Mr. Solin discussed with the Board the status of the retaining wall repair project.

OTHER MATTERS

None.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A WORK SESSION MEETING OF THE BOARD OF DIRECTORS OF THE MIDCITIES METROPOLITAN DISTRICT NO. 2 HELD JANUARY 13, 2022

A work session meeting of the Board of Directors (referred to hereafter as “Board”) of the MidCities Metropolitan District No. 2 (referred to hereafter as “District”) was held on Thursday, the 13th day of January, 2022 at 1:00 p.m. This District Board meeting was held by conference call without any individuals (neither District Representatives or the General Public) attending in person. The meeting was held by conference call and was open to the public.

ATTENDANCE

Directors In Attendance Were:

Greg Patrick
George Turtle
Charles Tash
Kael T. Russell

Following discussion, upon motion duly made by Director Tash, seconded by Director Turtle and, upon vote, unanimously carried, the absence of Douglas McCormick, was excused and Kael T. Russell was appointed Acting President for this meeting only.

Also In Attendance Were:

David Solin; Special District Management Services, Inc.

Paul Cockrel; Collins; Cockrel & Cole, P.C.

Kimberly Johannis; Simmons & Wheeler, P.C.

Creig Veldhuizen and Jason Simmons; Hilltop Securities, Inc.

Tom Wynne and Ryan Poulson; Wells Fargo Bank

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: Attorney Cockrel reported that, in accordance with statutory requirements, Disclosure of Potential Conflict of Interest Statements were previously filed by Directors McCormick with the District and the Secretary of State disclosing potential conflicts of interest, because of such Director respective previous or current ownership, directorship and officership interests in or employment relationships with companies which previously owned and developed property within the District and/or MidCities Metropolitan District No. 2 (referred to hereafter as “District No. 2” and together with the District, the “Districts”) or which

RECORD OF PROCEEDINGS

were involved in the development of such property, including entering into various construction, funding, acquisition and reimbursement, and management contracts with the Districts, including without limitation the Funding Agreement, the Amended and Restated Reimbursement Agreement, the Parking Garage Lease Purchase Agreement and the Infrastructure Acquisition Agreement (collectively referred to hereafter as “Coalton Contracts”). Director Douglas McCormick has disclosed his former involvement as a member, officer or director of, or as owners or creditors having a direct or indirect financial interest in, Alliance Commercial Holdings I, LLC (referred to hereafter as “Alliance Holdings”), which was the manager of Coalton Associates, LLC (referred to hereafter as “Coalton Associates”), which was a member and the sole owner of Coalton Acres, LLC (referred to hereafter as “Coalton Acres”), which had, but now has sold or disposed of, various land ownership and/or development interests within the Districts. Coalton Acres also was a member of Coalton Holdings, LLC (“Coalton Holdings” and together with Coalton Acres, “Coalton”), which also had, but now has disposed of, its land ownership and/or development interests within the District.

The Disclosure of Potential Conflict of Interest Statements were incorporated into the record of the meeting and will be deemed continuing until modified or withdrawn.

All Directors present stated that the participation of at least three of them in the regular meeting was necessary to obtain a quorum of the Board or otherwise enable the Board to act; that written disclosures of such potential conflicts of interest of each Director had previously been filed with the Districts and the Secretary of State in accordance with statutory requirements; and that the nature of each Director’s private interests related to the ownership, creditor or employment relationships or directorship or officership positions in companies, including Coalton, which formerly owned and developed property within the Districts, and is a party to and has interests under the Coalton Contracts. After each Director had summarily stated for the record the fact and nature of his private interests and further stated that the determination to participate in voting or to take any other action on any contract or other matter in which a Director may have a private interest would be made in compliance with Section 24-18-201(1)(b)(V), C.R.S., on an ad hoc basis, the Board turned its attention to the agenda items. All disclosures of potential conflicts of interest of the Directors shall be deemed continuing in nature until withdrawn.

ADMINISTRATIVE MATTERS

Agenda: The Board reviewed the proposed Agenda for the District’s work session meeting.

Following discussion, the Agenda was approved, as presented.

Approval of Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District

RECORD OF PROCEEDINGS

Board meetings. Because this work session is not a regular or special meeting of the Board at which official action will be taken, this statutory provision is not applicable.

Following discussion, the Board determined that this work session will be held by conference call. No members of the General Public were in attendance.

WORK SESSION

Planned Refunding of District Obligations: The Board and consultants discussed the planned refunding of the District obligations, including various structural details. No Board action was necessary at this time.

OTHER MATTERS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, the work session was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

**MidCities Metropolitan District No. 2
November-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Department
Collins Cockrel & Cole	3013M 09/2021	9/30/2021	9/30/2021	\$ 7,325.50	Legal	9300	1
Special District Management Service	Oct-21	10/31/2021	10/31/2021	\$ 350.00	Accounting	9050	1
Special District Management Service	Oct-21	10/31/2021	10/31/2021	\$ 462.00	District Management	9100	1
Special District Management Service	Oct-21	10/31/2021	10/31/2021	\$ 215.02	Miscellaneous	9450	1
Tiarna Real Estate Services, Inc.	11/1/2021	11/1/2021	11/1/2021	\$ 1,000.00	Property Mgmt/FOA	7205	1
Weathercraft Company of Colorado	8318	10/25/2021	11/24/2021	\$ 665.83	Parking Garage	7510	2
				\$ 10,018.35			

MidCities Metropolitan District No. 2
November-21

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 9,352.52		\$ 665.83	\$ 10,018.35
Payroll		-		\$ -
		-		
Total Disbursements from Checking Acct	\$9,352.52	\$0.00	\$665.83	\$10,018.35

MidCities Metropolitan District No. 2
December-21

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Collins Cockrel & Cole	3013M 10-2021	10/31/2021	10/31/2021	\$ 2,125.00	Legal	9300
Colorado Special Districts P&L	POL-0010501	12/7/2021	12/7/2021	\$ 25,020.00	Prepaid Expenses	1700
Prairie Mountain Media	1052363	11/30/2021	12/1/2021	\$ 38.28	Miscellaneous	9450
Simmons & Wheeler, PC	31647	10/31/2021	11/30/2021	\$ 1,144.90	Accounting	9050
Special District Management Service	Nov-21	11/30/2021	11/30/2021	\$ 266.00	Accounting	9050
Special District Management Service	Nov-21	11/30/2021	11/30/2021	\$ 1,652.00	District Management	9100
Special District Management Service	Nov-21	11/30/2021	11/30/2021	\$ 15.99	Miscellaneous	9450
Tiarna Real Estate Services, Inc.	12/1/2021	11/1/2021	11/1/2021	\$ 1,000.00	Property Mgmt/FOA	7205
Weathercraft Company of Colorado	8343	11/25/2021	12/25/2021	\$ 665.83	Parking Garage	7510
				\$ 31,928.00		

<u>Check Issue Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
12/28/2021	90095	McCormick, Douglas	92.35
12/28/2021	90096	Turtle, George	92.35
12/28/2021	90097	Patrick, Gregory	92.35
12/28/2021	90098	Tash, Charles	92.35
12/28/2021	90099	Russell, Kael T.	92.35
Grand Totals:			
	<u>5</u>		<u>461.75</u>

MidCities Metropolitan District No. 2
December-21

	General	Debt	Capital	Totals
Disbursements	\$ 31,262.17		\$ 665.83	\$ 31,928.00
Payroll	461.75	-		\$ 461.75
		-		
Total Disbursements from Checking Acct	\$31,723.92	\$0.00	\$665.83	\$32,389.75

**MidCities Metropolitan District No. 2
January-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Department
Collins Cockrel & Cole	3013M 12/2021	12/31/2021	12/31/2021	\$ 1,038.00	Legal	9300	1
Collins Cockrel & Cole	3013M 11/2021	11/30/2021	11/30/2021	\$ 3,474.50	Legal	9300	1
Flatiron Owners Association	002964 Q1-2022	1/1/2022	1/31/2022	\$ 298.33	Property Mgmt/FOA	7205	1
Flatiron Owners Association	002613 Q1-2022	1/1/2022	1/31/2022	\$ 3,457.39	Property Mgmt/FOA	7205	1
Flatiron Owners Association	005534 Q1-2022	1/1/2022	1/31/2022	\$ 8.67	Property Mgmt/FOA	7205	1
Flatiron Owners Association	3767	1/1/2022	1/31/2022	\$ 2,864.45	Property Mgmt/FOA	7205	1
Flatiron Owners Association	002732 Q1-2022	1/1/2022	1/31/2022	\$ 802.14	Property Mgmt/FOA	7205	1
Flatiron Owners Association	002583 Q1-2022	1/1/2022	1/31/2022	\$ 7,511.44	Property Mgmt/FOA	7205	1
Flatiron Owners Association	002612 Q1-2022	1/1/2022	1/31/2022	\$ 1,133.90	Property Mgmt/FOA	7205	1
Flatiron Owners Association	002611 Q1-2022	1/1/2022	1/31/2022	\$ 739.01	Property Mgmt/FOA	7205	1
Hilltop Securities, Inc.	6019	12/21/2021	12/21/2021	\$ 5,000.00	Investment Advisor	8205	3
Simmons & Wheeler	32093	12/31/2021	12/31/2021	\$ 511.25	Accounting	9050	1
Simmons & Wheeler	31952	11/30/2021	11/30/2021	\$ 1,387.37	Accounting	9050	1
Special District Management Service	Dec-21	12/31/2021	12/31/2021	\$ 308.00	Accounting	9050	1
Special District Management Service	Dec-21	12/31/2021	12/31/2021	\$ 883.00	District Management	9100	1
Special District Management Service	Dec-21	12/31/2021	12/31/2021	\$ 173.79	Miscellaneous	9450	1
US Bank	6340531	11/24/2021	1/31/2022	\$ 885.00	Paying Agent Fees	8200	2
Weathercraft Company of Colorado	8374	12/25/2021	1/24/2022	\$ 665.83	Parking Garage	7510	2
				\$ 31,142.07			

MidCities Metropolitan District No. 2
January-22

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 24,591.24	\$ 5,000.00	\$ 1,550.83	\$ 31,142.07
Payroll		-		\$ -
		-		
Total Disbursements from Checking Acct	\$24,591.24	\$5,000.00	\$1,550.83	\$31,142.07

MidCities Metropolitan District No. 2
February-22

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Department
Special District Management Service	Jan-22	1/31/2022	1/31/2022	\$ 784.40	Accounting	9050	1
Special District Management Service	Jan-22	1/31/2022	1/31/2022	\$ 1,287.60	District Management	9100	1
Special District Management Service	Jan-22	1/31/2022	1/31/2022	\$ 78.64	Miscellaneous	9450	1
Weathercraft Company of Colorado	8395	1/25/2022	2/24/2022	\$ 665.83	Parking Garage	7510	2
				\$ 2,816.47			

MidCities Metropolitan District No. 2
February-22

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 2,150.64		\$ 665.83	\$ 2,816.47
Payroll		-		\$ -
		-		
Total Disbursements from Checking Acct	\$2,150.64	\$0.00	\$665.83	\$2,816.47

MidCities Metropolitan District No. 2
Financial Statements

December 31, 2021

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
MidCities Metropolitan District No. 2

Management is responsible for the accompanying financial statements of each major fund of MidCities Metropolitan District No. 2, as of and for the period ended December 31, 2021, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the twelve months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to MidCities Metropolitan District No. 2 because we performed certain accounting services that impaired our independence.

Simmons & Wheeler P.C.

February 11, 2022
Englewood, Colorado

MidCities Metropolitan District No. 2
Balance Sheet - Governmental Funds and Account Groups
December 31, 2021

See Accountant's Compilation Report

	General <u>Fund</u>	Capital Projects <u>Fund</u>	Debt Service <u>Fund</u>	Account Groups	Total <u>All Funds</u>
Assets					
Current assets					
Checking	\$ 93,758	\$ 1,149	\$ (8,096)	\$ -	\$ 86,811
Colostrust	1,377,983	182	5	-	1,378,170
UMB	-	-	7,495,139	-	7,495,139
Taxes due from County	9,929	-	-	-	9,929
Sales Taxes Receivable	-	-	322,906	-	322,906
Prepaid expenses	450	-	-	-	450
	<u>1,482,120</u>	<u>1,331</u>	<u>7,809,954</u>	<u>-</u>	<u>9,293,405</u>
Other assets					
Fixed assets	-	-	-	10,213,162	10,213,162
Amount available in debt service fund	-	-	-	7,804,954	7,804,954
Amount to be provided for retirement of debt	-	-	-	47,907,046	47,907,046
	<u>-</u>	<u>-</u>	<u>-</u>	<u>65,925,162</u>	<u>65,925,162</u>
	<u>\$ 1,482,120</u>	<u>\$ 1,331</u>	<u>\$ 7,809,954</u>	<u>\$ 65,925,162</u>	<u>\$ 75,218,567</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	\$ 14,480	\$ 1,331	\$ 5,000	\$ -	\$ 20,811
Payroll taxes payable	678	-	-	-	678
	<u>15,158</u>	<u>1,331</u>	<u>5,000</u>	<u>-</u>	<u>21,489</u>
Long Term liabilities					
General Obligation Bonds - 2016A	-	-	-	46,125,000	46,125,000
General Obligation Bonds - 2016B	-	-	-	9,587,000	9,587,000
	<u>-</u>	<u>-</u>	<u>-</u>	<u>55,712,000</u>	<u>55,733,489</u>
Total liabilities	<u>15,158</u>	<u>1,331</u>	<u>5,000</u>	<u>55,712,000</u>	<u>55,733,489</u>
Fund Equity					
Investment in fixed assets	-	-	-	10,213,162	10,213,162
Fund balance (deficit)	1,466,962	-	7,804,954	-	9,271,916
	<u>1,466,962</u>	<u>-</u>	<u>7,804,954</u>	<u>10,213,162</u>	<u>19,485,078</u>
	<u>\$ 1,482,120</u>	<u>\$ 1,331</u>	<u>\$ 7,809,954</u>	<u>\$ 65,925,162</u>	<u>\$ 75,218,567</u>

MidCities Metropolitan District No. 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Governmental Funds
For the Twelve Months Ended December 31, 2021
General Fund
See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
Revenues			
Property taxes	\$ 139,350	\$ 139,278	\$ (72)
Specific ownership taxes	119,979	144,302	24,323
PILOT revenue	120,000	120,756	756
Interest Income	20,000	1,216	(18,784)
Miscellaneous Income	1,000	-	(1,000)
	<u>400,329</u>	<u>405,552</u>	<u>5,223</u>
Expenditures			
Accounting	26,000	17,752	8,248
District Management	45,000	17,965	27,035
Audit	5,000	4,437	563
Director's Fees	3,600	2,800	800
Insurance/SDA	28,000	26,819	1,181
Legal	15,000	46,360	(31,360)
Engineering	10,000	-	10,000
Miscellaneous Expense	2,000	1,720	280
Payroll Taxes	300	214	86
Treasurer's fees	2,090	2,097	(7)
Property Mgt/FOA	100,000	70,577	29,423
Repairs and Maintenance	50,000	2,450	47,550
Contingency	1,674,471	-	1,674,471
Emergency reserve	8,610	-	8,610
Transfer to Capital Projects Fund	-	483,372	(483,372)
	<u>1,970,071</u>	<u>676,563</u>	<u>1,293,508</u>
Excess (deficiency) of revenues over expenditures	(1,569,742)	(271,011)	1,298,731
Fund balance beginning	<u>1,569,742</u>	<u>1,737,973</u>	<u>168,231</u>
Fund balance ending	<u>\$ -</u>	<u>\$ 1,466,962</u>	<u>\$ 1,466,962</u>

MidCities Metropolitan District No. 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Governmental Funds
For the Twelve Months Ended December 31, 2021
Capital Projects Fund
See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Interest Income	\$ 15,000	\$ 349	\$ (14,651)
Aequus Insurance settlement	-	100,000	100,000
Transfer from General Fund	-	483,372	483,372
	<u>15,000</u>	<u>583,721</u>	<u>568,721</u>
Expenditures			
Trails	315,000	-	315,000
Legal	35,000	37,303	(2,303)
Parking Garage Structure	600,000	1,737,789	(1,137,789)
Retaining Wall - 505 Zang Street	175,000	-	175,000
Miscellaneous Improvements	15,000	-	15,000
	<u>1,140,000</u>	<u>1,775,092</u>	<u>(635,092)</u>
Excess (deficiency) of revenues over expenditures	(1,125,000)	(1,191,371)	(66,371)
Fund balance beginning	<u>1,125,000</u>	<u>1,191,371</u>	<u>66,371</u>
Fund balance (deficit) ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

MidCities Metropolitan District No. 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Governmental Funds
For the Twelve Months Ended December 31, 2021
Debt Service Fund
See Accountant's Compilation Report

	<u>Annual</u>	<u>Actual</u>	<u>Variance</u> Favorable (Unfavorable)
Revenues			
Property Taxes	\$ 1,806,947	\$ 1,806,025	\$ (922)
Property Taxes - Greystar	272,653	272,653	-
Property Taxes - Pathfinder Exclusion	102,685	102,684	(1)
Property Taxes - Filing 15	94,105	94,105	-
Property Taxes - CPIII Exclusion	147,931	147,931	-
Bond Proceeds	55,000,000	-	(55,000,000)
Sales Tax Revenue	2,200,000	2,211,048	11,048
Interest Income	45,657	8,579	(37,078)
	<u>59,669,978</u>	<u>4,643,025</u>	<u>(55,026,953)</u>
Expenditures			
2016A Bond and SWAP Interest	1,627,444	1,615,656	11,788
2016A Bond Principal	46,125,000	-	46,125,000
2016B Bond Interest	900,000	1,689,432	(789,432)
2016B Bond Principal	10,000,000	-	10,000,000
Investment Advisor	5,000	5,000	-
Bond Issuance Costs	1,650,000	-	1,650,000
Trustee/Paying Agent Fees	10,500	11,385	(885)
Miscellaneous	5,000	-	5,000
Treasurer's Fees	36,300	36,446	(146)
	<u>60,359,244</u>	<u>3,357,919</u>	<u>57,001,325</u>
 Excess (deficiency) of revenues over expenditures	 (689,266)	 1,285,106	 1,974,372
 Fund balance beginning	 <u>5,605,210</u>	 <u>6,519,848</u>	 <u>914,638</u>
 Fund balance (deficit) ending	 <u>\$ 4,915,944</u>	 <u>\$ 7,804,954</u>	 <u>\$ 2,889,010</u>

MIDCITIES METROPOLITAN DISTRICT NO. 2

SALES & USE TAX REVENUE COMPARISON

Accrual Basis Collections	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	2021			
						<u>Month. Var. from 2020</u>	%	<u>Cum. Var. from 2020</u>	%
<u>Sales Tax</u>									
January	153,069	170,777	174,708	181,318	134,854	(46,464)	-25.6%	(46,464)	-25.6%
February	143,474	158,948	166,310	176,744	150,556	(26,188)	-14.8%	(72,652)	-20.3%
March	165,726	193,834	189,931	182,364	160,406	(21,958)	-12.0%	(94,610)	-17.5%
April	168,652	185,564	86,745	144,427	164,543	20,116	13.9%	(74,494)	-10.9%
May	190,739	208,369	451,652	170,219	190,568	20,349	12.0%	(54,145)	-6.3%
June	197,701	214,456	209,280	172,307	200,221	27,914	16.2%	(26,231)	-2.6%
July	195,958	214,928	293,741	182,796	205,806	23,010	12.6%	(3,221)	-0.3%
August	208,436	226,142	231,261	178,697	217,888	39,192	21.9%	35,971	2.6%
September	194,445	198,761	212,109	185,949	187,444	1,495	0.8%	37,466	2.4%
October	191,391	205,093	217,294	174,414	191,502	17,088	9.8%	54,553	3.1%
November	178,699	192,352	188,820	175,921	180,116	4,195	2.4%	58,749	3.1%
December	213,847	215,607	201,279	182,483	198,108	15,625	8.6%	74,374	3.9%
Subtotal Sales Tax	<u>2,202,139</u>	<u>2,384,831</u>	<u>2,623,129</u>	<u>2,107,638</u>	<u>2,182,012</u>	74,374		(110,706)	
<u>Use Tax</u>	<u>58,486</u>	<u>14,740</u>	<u>277,988</u>	<u>9,678</u>	<u>29,536</u>			\$ 19,859	205.2%
<u>Special Warranty Deed - Shortfall Payments</u>									
Salon Republic (HREG-Flatiron, LLC)									
1st Quarter	13,125	13,125	13,125	13,125	13,125				
2nd Quarter	13,125	13,125	13,125	13,125	13,125				
3rd Quarter	13,125	13,125	13,125	13,125	13,125				
4th Quarter	13,125	13,125	13,125	13,125	13,125				
Total Use Tax, and PILOT	<u>110,986</u>	<u>67,240</u>	<u>330,488</u>	<u>62,178</u>	<u>68,911</u>				
TOTAL REVENUE	<u>2,313,125</u>	<u>2,452,071</u>	<u>2,953,617</u>	<u>2,169,816</u>	<u>2,250,923</u>				

PETITION FOR EXCLUSION OF LAND

IN THE MATTER OF MIDCITIES METROPOLITAN DISTRICT NO. 2

TO THE BOARD OF DIRECTORS OF THE DISTRICT:

The undersigned Petitioner, being the fee owner of one hundred percent (100%) of the real property hereinafter described ("Property"), hereby petitions that such Property be excluded from the MidCities Metropolitan District No. 2 ("District"), as provided by law, and for cause, states that:

1. Assent to the exclusion of such Property from the District is hereby given by the undersigned, who is the fee owner of such Property.

2. Petitioner understands that there shall be no withdrawal from this Petition after submittal to the District, without the consent of the Board of Directors of the District ("Board").

3. The exclusion of such Property from the District shall be subject to any statutory condition of exclusion, as well as all terms and conditions established by the Board and accepted by Petitioner, including that (i) such Property shall remain obligated to retire its proportionate share of (a) all outstanding bonded indebtedness of the District and interest thereon existing as of the date of a Court Order of Exclusion, as required pursuant to the provisions of §32-1-503(1), C.R.S. and (b) any property tax levy of the District that may be required pursuant to the provisions of Section 5.01(a) and (e) of the Amended and Restated Master Intergovernmental Agreement dated November 30, 2004, between the District and MidCities Metropolitan District No. 1, and (ii) the Property shall be subject to all terms and conditions as set forth in Sections 1.4-1.8 of the General Warranty Deed by and between Premier Hospitality VIII, LLC, a Colorado limited liability company and Lock at Flatirons, LLC, a New Mexico limited liability company, a copy of which is attached hereto as Exhibit A and incorporated herein.

4. This Petition is accompanied by a deposit of \$800, which is sufficient to pay all costs of the exclusion proceedings, as required by statute.

5. The Property is accurately described as follows:

Lot 2, MidCities Filing No. 1, City and County of
Broomfield, State of Colorado

6. It is in the best interests of the Property that the Property be excluded from the District.

7. It is in the best interests of the District that the Property be excluded from the District.

8. It is in the best interests of the county or counties within which the District is located that the Property be excluded from the District.

9. The relative costs and benefits to the Property justify the exclusion.

10. The District will still be able to provide economical and sufficient service to all of the properties within the District's boundaries following exclusion of the Property.

11. Neither granting nor denying the Petition will have any effect on employment and other economic conditions in the District and surrounding area.

12. Neither granting nor denying the Petition will have any economic impact on the region, the District, the surrounding area, or the state as a whole.

13. There are economically feasible alternative services available from the City and County of Broomfield or another special district in the area of the Property, if needed.

14. The additional costs to be levied on other property within the District if exclusion is granted will be negligible.

WHEREFORE, Petitioner requests that the Board of Directors of the District:

A. Set a public meeting for hearing on this Petition and publish notice thereof in accordance with Section 32-1-501(2), C.R.S.,

B. Approve the Exclusion Agreement, and

C. Order that this Petition be granted in accordance with Section 32-1-501(4)(a)(I), C.R.S.

PETITIONER:

Lock at Flatirons, LLC, a
New Mexico limited liability company

By: 

Name: BEN F. SPENCER

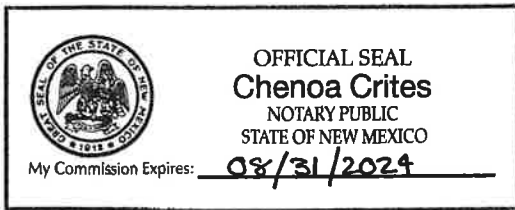
Title: MANAGER

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 24 day of JUNE, 2021 by BEN F. SPENCER as MANAGER of Lock at Flatirons, a New Mexico limited liability company.

Witness my hand and official seal.

My commission expires: 08/31/2024



Chenoa Crites
Notary Public

EXHIBIT A
GENERAL WARRANTY DEED
[SEE ATTACHED]



AFTER RECORDING RETURN TO:
Donald E. Williams, Esq.
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204

GENERAL WARRANTY DEED

This General Warranty Deed (this "Deed") is dated effective as of the th 20 day of June, 2021, by and between **PREMIER HOSPITALITY VIII, LLC**, a Colorado limited liability company ("Grantor"), whose address is 8300 Carmel Avenue NE, Suite 402, Albuquerque, NM 87122, and **LOCK AT FLATIRONS, LLC**, a New Mexico limited liability company, whose address is 5500 Congressional Blvd., Suite 115, Carmel, IN 46032 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Two Million Eight Hundred Thousand and No/100 Dollars (\$2,800,000.00) (the "Purchase Price"), to Grantor in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, all of that certain real property situate, lying and being in the City and County of Broomfield, State of Colorado (the "City"), more particularly described on Exhibit A attached hereto (the "Property");

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Property;

TO HAVE AND TO HOLD the Property above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever;

AND the Grantor, for itself does warrant, defend, covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except for: (a) taxes for the current year, a lien but not yet due and payable; (b) those specific exceptions described on Exhibit B; (c) the covenants conditions, reservations and restrictions set forth on Exhibit C; and (d) all other reservations, restrictions, easements, liens, claims and encumbrances of record.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, and its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

2021012862 WD 07/08/2021 01:36 PM
Page: 2 of 20 Rec Fee \$108.00 Doc Fee \$280.00
City & County of Broomfield



IN WITNESS WHEREOF, Grantor and Grantee have executed this General Warranty
Deed as of the day and year first above written.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

2021012862 WD 07/08/2021 01:36 PM
Page: 4 of 20 Rec Fee \$108.00 Doc Fee \$280.00
City & County of Broomfield



EXHIBIT A

Lot 2, MidCities Filing No. 1
City and County of Broomfield, Colorado

Exhibit A

4841-2931-6561.5

Larry Fulton

From: Erika Zahnle <EZahnle@Titan-Development.com>
Sent: Wednesday, September 15, 2021 4:27 PM
To: Steve Schiffman
Cc: Matt Hare; Josh Rogers; Larry Fulton; Aimeé González; Chenoa Crites
Subject: RE: Q3 2021 Dues Payment - Flatiron Owners' Association, Inc. - \$3,665.64 - PAST DUE

Steve,

Please send future POA statements to:
Lock at Flatirons, LLC
6300 Riverside Plaza Drive NW Suite 200
Albuquerque, NM 87120

Aimee/Chenoa, please send a copy of the recorded deed to Steve Schiffman sschiffman@tiarna.com, this is the entity we will be paying POA dues to. (see email thread below)

Thanks,



ERIKA ZAHNLE, CPA

Senior Accountant

P (505) 938-0802

W www.titan-development.com | www.tdrefii.fund

E ezahnle@titan-development.com

6300 Riverside Plaza, Ste. 200
Albuquerque, NM 87120

CONFIDENTIALITY NOTICE: The information contained in this e-mail and any attachment(s) hereto is confidential and may be legally privileged. This email, and any attachment(s), is intended only for the recipient(s) identified above. If you are not one of those intended recipients, you are hereby notified that any dissemination, distribution or copying of this e-mail or its attachments is strictly prohibited. If you have received this e-mail in error, please notify the sender of that fact by return e-mail and permanently delete the e-mail and any attachments to it immediately. Please do not retain, copy or use this e-mail or its attachments for any purpose, nor disclose all or any part of its contents to any other person.

From: Steve Schiffman <sschiffman@tiarna.com>
Sent: Wednesday, September 15, 2021 4:15 PM
To: Erika Zahnle <EZahnle@Titan-Development.com>
Cc: Matt Hare <matt.hare@pivotdevco.com>; Josh Rogers <jrogers@titan-development.com>; Larry Fulton <lfulton@karshgabler.com>
Subject: RE: Q3 2021 Dues Payment - Flatiron Owners' Association, Inc. - \$3,665.64 - PAST DUE

Hi Erica,

Please provide information regarding the entity name and mailing address you want on the future statements as well as a copy of the recorded deed for our records.

Thanks, Steve

Steven M. Schiffman, RPA
Portfolio Manager
Tiarna Real Estate Services, Inc.

PO Box 2141
Fort Collins, CO 80522-2141
303 888-8250 Mobile
303 850-7770 Office
sschiffman@tiarna.com



From: Erika Zahnle <EZahnle@Titan-Development.com>
Sent: Wednesday, September 15, 2021 4:11 PM
To: Steve Schiffman <sschiffman@tiarna.com>
Cc: Matt Hare <matt.hare@pivotdevco.com>; Josh Rogers <jrogers@titan-development.com>
Subject: FW: Q3 2021 Dues Payment - Flatiron Owners' Association, Inc. - \$3,665.64 - PAST DUE
Importance: High

Hi Steve,

We have received your statement for Q3 and Q4 dues for the Flatirons property and will pay the amount due as soon as possible.

Thanks,



ERIKA ZAHNLE, CPA
Senior Accountant

P (505) 938-0802
W www.titan-development.com | www.tdrefii.fund
E ezahnle@titan-development.com
6300 Riverside Plaza, Ste. 200
Albuquerque, NM 87120

CONFIDENTIALITY NOTICE: The information contained in this e-mail and any attachment(s) hereto is confidential and may be legally privileged. This email, and any attachment(s), is intended only for the recipient(s) identified above. If you are not one of those intended recipients, you are hereby notified that any dissemination, distribution or copying of this e-mail or its attachments is strictly prohibited. If you have received this e-mail in error, please notify the sender of that fact by return e-mail and permanently delete the e-mail and any attachments to it immediately. Please do not retain, copy or use this e-mail or its attachments for any purpose, nor disclose all or any part of its contents to any other person.

From: Matt Hare <matt.hare@pivotdevco.com>
Sent: Wednesday, September 15, 2021 2:59 PM
To: Erika Zahnle <EZahnle@Titan-Development.com>
Cc: Josh Rogers <jrogers@titan-development.com>
Subject: FW: Q3 2021 Dues Payment - Flatiron Owners' Association, Inc. - \$3,665.64 - PAST DUE
Importance: High

Erika,

Can you take care of this please.

Matt

L. Matthew Hare, CCIM
President | CIO



550 Congressional Blvd. | Suite 115 | Carmel, IN 46032
(317) 343-9410 (O) | (317) 410-9935 (C)
matt.hare@pivotdevco.com
www.pivotdevco.com

From: Steve Schiffman <sschiffman@tiarna.com>
Sent: Wednesday, September 15, 2021 4:57 PM
To: Matt Hare <matt.hare@pivotdevco.com>
Cc: karla@premierhospitality.net; 'Larry Fulton' <lfulton@karshgabler.com>; Imesh Vaidya <imesh@premierhospitality.net>
Subject: RE: Q3 2021 Dues Payment - Flatiron Owners' Association, Inc. - \$3,665.64 - PAST DUE
Importance: High

Hello Mr. Hare,

We are attaching the Q4 2021 dues statement from the Flatiron Owners' Association, Inc. for Filing 1, Lot2, which was apparently purchased by Pivot Development earlier this year.

We do not have any current ownership information and will need a copy of the recorded deed as well as the entity name and address that you want the future statements mailed so that we may update our database in our Irvine CA accounting department.

At this time Q3 2021 continues to be past due.

Thanks, Steve

Steven M. Schiffman, RPA
Portfolio Manager
Tiarna Real Estate Services, Inc.
PO Box 2141
Fort Collins, CO 80522-2141
303 888-8250 Mobile
303 850-7770 Office
sschiffman@tiarna.com



From: imesh@premierhospitality.net <imesh@premierhospitality.net>
Sent: Wednesday, September 15, 2021 2:29 PM
To: Steve Schiffman <sschiffman@tiarna.com>
Cc: karla@premierhospitality.net; 'Larry Fulton' <lfulton@karshgabler.com>
Subject: RE: Q3 2021 Dues Payment - Flatiron Owners' Association, Inc. - \$3,665.64 - PAST DUE

Please see below:

L. Matthew Hare, CCIM

President | CIO



550 Congressional Blvd. | Suite 115 | Carmel, IN 46032

(317) 343-9410 (O) | (317) 410-9935 (C)

matt.hare@pivotdevco.com

www.pivotdevco.com

Imesh Vaidya

Premier Hospitality

8300 Carmel Ave NE, Suite 402

Albuquerque, NM 87122

P: 505.221.6363

F: 505.792.6615

imesh@premierhospitality.net

www.premierhospitality.net



From: Steve Schiffman <sschiffman@tiarna.com>

Sent: Tuesday, September 14, 2021 10:54 AM

To: Imesh Vaidya <imesh@premierhospitality.net>

Cc: karla@premierhospitality.net; Larry Fulton <lfulton@karshgabler.com>

Subject: RE: Q3 2021 Dues Payment - Flatiron Owners' Association, Inc. - \$3,665.64 - PAST DUE
Importance: High

Hi Imesh,

We don't have confirmation of the property being sold this year.

Do you have a contact person we can get in touch with, email address or phone number(s)?

We need to have a copy of the recorded deed as well and hopefully the new owner can provide that document.

Thanks, Steve

Steven M. Schiffman, RPA
Portfolio Manager
Tiarna Real Estate Services, Inc.
PO Box 2141
Fort Collins, CO 80522-2141
303 888-8250 Mobile
303 850-7770 Office
sschiffman@tiarna.com



From: Imesh Vaidya <imesh@premierhospitality.net>
Sent: Thursday, August 26, 2021 7:22 PM
To: Steve Schiffman <sschiffman@tiarna.com>
Cc: karla@premierhospitality.net
Subject: Re: Q3 2021 Dues Payment - Flatiron Owners' Association, Inc. - \$3,665.64 - PAST DUE

We sold the land. You should talk to the new owners.

Imesh Vaidya

Premier Hospitality
8300 Carmel Ave NE, Suite 402
Albuquerque, NM 87122

P: [505.221.6363](tel:505.221.6363)

F: [505.792.6615](tel:505.792.6615)

imesh@premierhospitality.net

www.premierhospitality.net

The views and statements in this communication are solely those of Imesh Vaidya and are being issued on behalf of Premier Hospitality. This communication is not the official position of AAHOA, which may have differing views or opinions.

On Aug 26, 2021, at 6:31 PM, Steve Schiffman <sschiffman@tiarna.com> wrote:

Hi Karla, Imesh,

Please advise regarding the status of the Q3 2021 dues payment, past due as of 7/31/2021.

Please FedEx to our Irvine accounting department with coupon attached so the account can be current tomorrow.

Thanks, Steve

Steven M. Schiffman, RPA
Portfolio Manager
Tiarna Real Estate Services, Inc.
PO Box 2141
Fort Collins, CO 80522-2141
303 888-8250 Mobile
303 850-7770 Office
sschiffman@tiarna.com
<image004.jpg>

From: karla@premierhospitality.net <karla@premierhospitality.net>

Sent: Wednesday, June 20, 2018 11:38 AM

To: Steve Schiffman <sschiffman@tiarna.com>

Cc: 'Imesh Vaidya' <imesh@premierhospitality.net>

Subject: Inv 004737

Good morning,

As per your request on our conversation this morning I have attached the invoice that needs to be adjusted. The Late fee \$50.00 and the Interest \$45.65 need to be credited as per your company agreed to do back in Q3 of 2017. Thank you in advance and have a great day.

Best regards,

Karla Moreno

8300 Carmel Ave NE, Suite 402

Albuquerque, NM 87122

Phone: 505.221.6363 ext. 103

karla@premierhospitality.net

www.premierhospitality.net

<image003.jpg>

<Premier Hospitality VIII, LLC - Q3 2021 Dues - Flatiron Owners' Association, Inc. - PAST DUE.pdf>

A REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD
AND MIDCITIES METROPOLITAN DISTRICT NO. 1 FOR REGIONAL TRAIL IMPROVEMENTS

1. PARTIES. The parties to this Agreement are The City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and MidCities Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), collectively, the “Parties,” or individually, a “Party.”

2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.

2.1 The District is the owner of certain real property (the “Property”) located in the City and County of Broomfield, State of Colorado described as follows:

Lot 2, Block 1, MidCities Filing No. 18

2.2 Prior to the approval of the MidCities Filing No. 18 plat, the Property was entirely encumbered by at thirty foot (30’) wide regional trail easement (the “Easement”) dedicated as a public access easement to the City with the MidCities Filing No. 2 Final Plat, approved and accepted by the City on January 25, 2000 and recorded in the County of Boulder, State of Colorado on February 25, 2000 at Reception No. 2023460.

2.3 The City and District are parties to an Intergovernmental Agreement for Regional Trail dated April 24, 2001 and recorded in the County of Boulder, State of Colorado on April 30, 2001 at Reception No. 2143118. Said Intergovernmental Agreement obligates the District to construct, maintain, repair and replace a public pedestrian and recreational trail upon the Easement and Property throughout the term of the Intergovernmental Agreement.

2.4 The Parties desire to construct the regional trail (the “Project”) upon the Property in 2022 and the District has authorized the necessary funds to construct the Project.

2.5 The Parties desire to enter into an Agreement by which the City will reimburse the District for fifty percent (50%) of the water license and tap fees in an amount not to exceed twenty-five thousand and 00/100 dollars (\$25,000.00) that are required for the Project. The District agrees to pay the balance of the water license fee.

3. OBLIGATIONS OF DISTRICT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

3.1 District shall complete construction of the Project as described and shown on the MidCities Regional Trail Construction Documents submitted on behalf of the District to the City on April 2, 2018 and approved by the City Engineer on April 11, 2018. Said construction documents may be amended as necessary upon approval of the City Engineer.

3.2 Construction of the Project shall be complete by December 31, 2022.

3.3 Upon payment to the City by the District of the water license and tap fees, District shall submit to the City an invoice for reimbursement of fifty percent (50%) of the amount paid. Invoice shall be paid within thirty (30) days of approval by the City representative. Total payments under this Agreement shall not exceed \$25,000.

3.4 Pursuant to the Intergovernmental Agreement, the District shall be responsible for maintenance of the trail, landscaping and associated improvements on the Property so long as the District owns the Property or until such time as the District is dissolved. In the event that the Property is transferred to the City or the District is dissolved, the City will assume maintenance obligations of the Property.

4. OBLIGATIONS OF CITY. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

4.1 The City agrees to pay District an amount not to exceed the amount identified in paragraph 3.3 above. Said amount shall be payable by the City within thirty (30) days of receipt of an invoice for same.

5. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. Either Party may change the authorized representative at any time by giving notice to the other Party. The Parties each designate an authorized representative as follows:

5.1 The City designates Kristan Pritz as the authorized representative of the City under this Agreement. Email address is kpritz@broomfield.org.

5.2 District designates David Solin as the authorized representative of the District under this Agreement. Email address is dsolin@sdmsi.com.

If the District is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to citycountyattorney@broomfield.org.

6. INDEMNIFICATION. To the extent permitted by law, District expressly agrees to indemnify and hold harmless the City or any of its officers or employees, agents, or officials from any and all claims, damages, liability, or court awards, including costs and attorney's fees, that are or may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any act, omission or act of commission by District or any of its employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against the City, the City will give timely notice thereof to the other Party.

7. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

8. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Owner.

9. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.

10. SEVERABILITY. If any provision of this agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.

11. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

12. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.

13. DOCUMENTS. All drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall remain the sole and exclusive

property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.

14. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

15. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

16. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

17. DELAYS. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

18. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

19. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

20. WAIVER OF BREACH. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

21. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.

22. TERMINATION. This Agreement may be terminated at any time by the City by giving 60 days written notice to the other Party. The City shall pay the other Party for work performed to the date of delivery of the termination notice.

23. SURVIVAL OF OBLIGATIONS. The obligations contained in this Agreement that are not fully performed as of termination shall survive termination and shall continue to bind the Parties until fully performed.

24. EXECUTION. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of _____, 2022.

THE CITY AND COUNTY OF BROOMFIELD,
a Colorado municipal corporation and county

Mayor

ATTEST:

Office of the City and County Clerk

APPROVED AS TO FORM:

Assistant City and County Attorney

DISTRICT:

MidCities Metropolitan District No. 1

President

ATTEST:

Secretary

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made and entered as of January 1, 2022 by and between MIDCITIES METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, whose mailing address is 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, hereinafter referred to as the “District,” and FLATIRON OWNERS’ ASSOCIATION, INC., a Colorado non-profit corporation, whose mailing address is c/o Revesco Property Services, LLC, 2731 17th Street, Suite 300, Denver, Colorado 80211, hereinafter referred to as the “Association.”

RECITALS

A. The District is the owner of certain real property located in the City and County of Broomfield, Colorado, which property is more particularly described in Exhibit A attached hereto (the “District Property”), which real property is also located within a development known as Mainstreet at Flatiron (the “Project”).

B. The Association is the owners’ association charged with the repair and maintenance of certain Improvements and Setbacks (as those terms are defined in the Master Declaration) as provided for in the Master Declaration of Covenants, Conditions, and Restrictions for the Flatiron recorded October 20, 1999 at Reception No. 1991921, Boulder County, Colorado records, as amended (the “Master Declaration”).

C. Section 6.19 of the Master Declaration provides that the District or the Association may use each other’s services in furtherance of their respective obligations, and may contract with each other to better provide for cooperation in such regard.

D. In order to avoid duplication of efforts relating to the upkeep, cleaning, snow removal, repair and maintenance of the Improvements, the Association will undertake such efforts for the consideration as hereafter provided. The District and other Owners (defined in the Master Declaration) will benefit from such repair and maintenance by keeping the District Property in an attractive and desirable condition.

E. The parties agree that the most equitable method of sharing the cost of repair and maintenance of the District Property and associated streets and other Improvements which enhance the value of the District Property with the Association for the repair and maintenance of the entirety of the Project is to share prorata with all other Owners in the Project based upon the size of each of the Owners’ Property. The percentage share of expenses to be paid by the District shall be determined by dividing the number of acres within the District Property by the total number of acres of all lots within the Project. See Exhibit A for the percentage shares of the District Property.

F. Any capitalized terms not otherwise defined in this Agreement shall have the meanings provided in the Master Declaration.

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

I. Performance:

The Association shall furnish all labor, supplies, materials and equipment to perform those services and that work at the time or times and as further specified and described in this Agreement (such services and work are collectively and generally referred to as the “Services”) and are more particularly described on Exhibit B attached hereto. The Services shall be performed diligently and in a first class manner, with good quality supplies, materials, equipment and workmanship. The Services shall be performed diligently and in such a manner as to minimize the possibility of any annoyance, interference, or disruption of the business of Owners of the real property within the Project. Notwithstanding the foregoing, the Services may be performed jointly with the Association’s Subassociation, Mainstreet at Flatiron Association, Inc., pursuant to a separate cost sharing agreement (the “Cost Sharing Agreement”) between such Associations. Pursuant to such Cost Sharing Agreement, Revesco (defined below) is authorized to make cost allocations for shared services between the Association and Subassociation.

II. Independent Association Relationship:

The Association shall diligently and carefully perform all work required hereunder, time being of the essence, in a good and workmanlike manner. The Association shall assume all duties under this Contract as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, employee or representative of the District. The District shall have no direct control of the Association, its agents, subcontractors or employees in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

III. Supervision: Employees:

The Association shall be responsible for the supervision and direction of the Services by its employees and any approved subcontractors, suppliers and materialmen, and shall, at the Association’s request, provide supervisory personnel acceptable to the District to carry out this responsibility. It is agreed that the Association’s property manager, Revesco Property Services, LLC (“Revesco”), is acceptable as such designated supervisor. The District consents to the contracting for the performance of the Services by Revesco as agent of the Association. Periodic inspections may be conducted by any designated supervisor of The Association to ensure that all Services hereunder are properly performed. The Association will inform the District of the name of such supervisor responsible for the work and the supervisor shall have the authority to act as The Association’s agent in the Association’s absence.

The Association shall have the authority to, engage subcontractors, suppliers, or materialmen to perform the Services. The Association agrees that each of its employees, and any subcontractors, suppliers and materialmen, will be properly qualified and will use reasonable care in the performance of their duties. If, however, the District in the District’s sole opinion, determines, for any reason, that any particular employee, or subcontractor, supplier or materialman is unsatisfactory to the District, then upon written notice from the District to the Association, the Association shall remove said employee, subcontractor, supplier or materialman, and shall provide a qualified substitute. The Association shall be an independent

contractor with respect to the Services to be performed hereunder. All personnel furnished by the Association will be deemed employees of the Association and will not for any purpose be considered employees or agents of the District, and the Association shall comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws, and OSHA-type laws.

IV. Warranties:

The Association warrants and guarantees the Services and all work included therein against defects in materials and workmanship for a period of one-year following the date of completion thereof. Such warranty is in addition to all other warranties implied or otherwise available at law.

V. Inspection of Premises:

The Association acknowledges that it has examined and is familiar with the premises upon which the work covered by this Agreement is to be performed, and knows the location of the Project, the areas that will be assigned to it for its use, the configuration of the grounds, the difficulties and potential hazards attending the execution of the work, the general and local labor conditions and all other matters which can in any way affect the execution or safety of the Job.

VI. Compliance with Laws:

The rights and duties arising under this Agreement shall be governed by the laws of the State of Colorado. In performing the Services required under this Agreement, the Association shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, including without limitation, The Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act and the Fair Labor Standards Act, and any licensing, bonding, and permit requirements.

VII. Safety Provisions:

All work performed hereunder shall fully comply with all lawful governmental safety and health requirements, including the rules and standards established by the Occupational Safety and Health Act of 1970, as amended, and any other applicable federal, state and/or local safety or health laws, rules or regulations. Any equipment provided by the District to the Association for the benefit of the Association's employees or those of its subcontractors shall be at the sole risk and liability of the Association to make sure that such equipment is fit for the use intended and is in proper working order. The Association agrees to indemnify and save harmless the District from any and all claims of the Association, subcontractors, and their employees arising out of the use of any equipment furnished by the District or advice given by the District relating to such equipment, to the fullest extent allowed by law, it being understood that the District shall not be liable under law, contract, negligence, strict liability, or otherwise. The Association shall maintain a drug and alcohol free work environment at all times while on the District Property.

VIII. Term:

This Agreement shall be operative for a term (the "Term") commencing on January 1, 2022 and unless sooner terminated pursuant to any provision hereof, ending on December 31, 2022. If both parties shall continue to perform hereunder after said ending date, and neither party shall notify the other of its intention to terminate this Agreement, this Agreement shall be deemed to continue and to remain in full force and effect, on a month-to-month basis, until either party shall send the other a notice of termination, in which case, this Agreement shall terminate ten (10) days after such notice is sent. Either party hereto may at any time during the Term and without cause, terminate this Agreement upon thirty (30) days written notice. In addition, the District reserves the right at any time to stop work of the Association and/or subcontractor immediately and/or immediately terminate this Agreement: A) if the District, in the District's sole opinion, determines that the Association or any of its agents, servants, employees, subcontractors, suppliers or materialmen have been negligent, wasteful, dishonest or otherwise unsatisfactory in performing the Services pursuant to this Agreement, or, B) in the event of a sale of the Property, upon five (5) days written notice. Termination of this Agreement shall be without prejudice to the District's right to recover damages from the Association, or any other rights and remedies of the District under this Agreement or available at law or equity.

IX. Force Majeure:

Neither party shall be liable for delays caused by unforeseen conditions beyond such party's reasonable control, including strikes, provided notice thereof is given to the other party as soon as practicable but not later than 48 hours after the start of the event causing the delay. All such conditions preventing performance shall be remedied as soon as possible, except that the settlement of strikes shall be at the discretion of the party so affected. The District reserves the right to terminate this Contract should such delays, in the District's sole judgment adversely affect the District, time being of the essence to this Contract.

X. Compensation:

During the Term of this Agreement, or until sooner terminated, the District shall pay the Association for the Services (a) 8.582% of the yearly cost of the Services payable in quarterly installments in advance on the first day of every calendar quarter, and (b) a monthly administrative fee of \$1,000.00 per month commencing on January 1, 2022 which fee is to be remitted to Revesco directly on the 25th day of each month. If no time for payment is specified in this Agreement, payments shall be made within 10 days of receipt of the Association's bill, or in the District's sole opinion, satisfactory completion of services, whichever is later.

XI. Audit:

Except for lump-sum contracts, the District may, upon its request, audit any and all records of the Association and any subcontractor relating to work performed hereunder; provided, however, the Association and subcontractor shall have the right to exclude any trade secrets, formulas, or processes from such inspection. The Association further agrees to maintain its books and records relating to work performed hereunder for a period of two (2) years from the date such work was completed and to make such books and records available to the District at

any time or times within the two-year period. The Association shall submit its preliminary budget for each ensuing calendar year to the District prior to October 1, 2022 (or October 1 of any ensuing year if this Agreement is renewed) for the District's review and comment. The final budget for the next calendar year shall then be submitted to the District for its final approval no later than October 20 of the then calendar year (or October 20 of any ensuing year if this Agreement is renewed).

XII. Liens and Encumbrances:

The Association, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under the Association, hereby waives and releases any and all statutory or common law mechanics', materialmen's or other such lien claims, or rights to place a lien upon the Property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. The Association further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Association shall protect the District from all liens for labor performed, materials supplied or used by the Association and/or any other person in connection with the Services undertaken by the Association hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any subcontractor, supplier or materialman, or other person, firm or corporation, upon the Property or any improvements thereon, by reason of any claim or demand against the Association or otherwise in connection with the Services.

XIII. Indemnity and Liability:

A. The Association shall defend, hold harmless and indemnify the District and their other agents and employees against all loss or liability, demands, judgments, expenses (including attorney's fees), claims or actions based upon or arising out of damages or injury (including death) to persons or property (including property owned, leased or borrowed by the District) incurred by or sustained in connection with the performance of this contract by reason of, directly or indirectly, any and all acts or omissions or negligence by the Association, any subcontractors, agents, servants or employees, or by conditions created thereby, or based upon any violation of any statute, ordinance, building code or regulation, whether injuries or damages arise out of or result from the concurrent negligence of the District or otherwise.

B. The Association shall also indemnify the District, against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to the Association's employees engaged in performance of the contract.

C. The Association and all subcontractors shall ensure full compliance with the terms of the Occupational Safety and Health Administration and all local jurisdictions' safety and health regulations during the full term of this contract.

D. The Association and its insurance carriers shall waive all rights of recovery against the District and its agents for any injuries to persons or damage to property in the execution of work performed under this contract.

XIV. Insurance Requirements

The Association or subcontractors shall carry and maintain throughout the term of the contract the insurance described below. The policies described below shall be primary over any that may be carried by the District. Except for Workers' Compensation, the policies shall name the District as additional insured. Policies must be with carriers licensed to do business where the contract work is done. The form of the insurance shall at all times be subject to the District's reasonable approval, and the carrier or carriers must be good and responsible insurance companies. The all risk and liability policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to the Agent.

The Association shall submit to the District a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of this contract, it shall be automatically renewed and a new Certificate of Insurance shall be sent immediately to the District.

These policies shall contain provisions or endorsements waiving the right of subrogation of their insurance companies against the District, and its agents and employees.

<u>Worker's Compensation</u>	Statutory Limits
<u>Employer's Liability</u>	\$100,000 each accident \$500,000 policy limit-disease \$100,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, personal injury, and advertising injury, the District's and the Association's protective and broad form property damage.

Limits Primary	\$1,000,000 Bodily Injury & Property Damage, each occurrence \$3,000,000 General Aggregate, per location \$1,000,000 Aggregate Products – Commercial Operations \$1,000,000 Personal Injury & Advertising Injury \$5,000 Medical Expense, any one person
Limits Excess	\$5,000,000

Excess liability policies must follow with primary liability policies.

Automobile Liability and Property Damage

This shall be on an occurrence basis with a [combined single limit of \$100,000?]. It shall include all automobiles owned, leased, hired or non-owned.

XV. Successors and Assigns:

It is expressly understood and agreed that this Agreement is personal to the Association and that the Association shall have no right, power or authority to assign this Agreement or any portion thereof, either voluntarily, involuntarily or by operation of law, and that the Association shall not have any right, power or authority to sublet, or subcontract or delegate the Services to be performed hereunder, or any portion thereof, without the District's express written approval and consent except as set forth herein. Except for the foregoing limitations, this Agreement shall be binding upon and inure to the benefit to the parties and their successors and assigns, and without limiting the generality of the foregoing. The District shall have the right to terminate or assign this Agreement in connection with any sale, transfer or hypothecation of the Property.

XVI. Voidability:

In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

XVII. Non Waiver:

Waiver of any breach or failure to enforce any of the terms or conditions of this Contract at any time shall not limit or waive either party's rights thereafter to enforce or compel strict compliance with every term and condition of this contract. Course of conduct or failure to enforce shall not constitute a waiver of any written provision of this Contract.

XVIII. Notices:

Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same be served personally or by the United States mail, postage prepaid, addressed as follows:

To the Association

Flatiron Owners' Association, Inc.
c/o Karsh Gabler Call PC
1658 Cole Blvd.
Bldg. 6, Suite G10
Lakewood, CO 80401
Alan E. Karsh

To the District: MidCities Metropolitan District No. 1
c/oSpecial District Management
Services
141 Union Blvd., Suite 150
Lakewood, CO 80228
Attn: David Solin

or at such other address or addresses as the Association or the District may from time to time designate by notice given as above provided.

XIX. Integration:

This agreement, together with Exhibits A and B and any other specifications referred to herein, constitutes the entire agreement between the parties and supersedes all previous written or oral agreement, if any, relative to the subject matter hereof. Acceptance of any purchase order, confirmation order, work order, invoice or other forms of this kind shall not modify the terms of this contact. Any performance by the Association of this Project shall be deemed acceptance by the Association of this Contract. No claims for changes or extras will be permitted for work or materials and no change in price shall be allowed unless approved in writing by the District in advance. In the event of any inconsistency between this Agreement, the Addenda, Exhibits, or specifications, the more detailed document shall control. In no event shall any proposal or contract form submitted by the Association be part of this Agreement and the other Addenda and Exhibits shall be part hereof.

XX. Default:

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

XXI. Remedies.

In the event a party declares a default by the other party, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

XXII. Annual Appropriation.

The District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District's Board of Directors.

XXIII. Ownership of Work Product.

All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Association (or the Association's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the District. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Contractor as instruments of service shall be provided to the District. The District understands such documents are not intended or represented to be suitable for reuse by the District or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Association for the specific purpose intended will be at the District's sole risk and without liability or legal exposure to the Association, or to the Association's independent professional associates, subcontractors, or consultants.

XXIV. Amendment 54.

To the extent this Agreement may be construed to be a "sole source government contract" within the meaning of Sections 15 through 17 of Article XXVIII of the Colorado Constitution, and to the extent these constitutional provisions have not been enjoined or invalidated by a court of competent jurisdiction, Section 15 and Section 17(3) of Article XXVIII of the Colorado Constitution are hereby incorporated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

THE ASSOCIATION:

THE DISTRICT:

FLATIRON OWNERS' ASSOCIATION, INC.
a Colorado non-profit corporation

MIDCITIES METROPOLITAN DISTRICT NO. 1
a quasi-municipal corporation and political
subdivision of the State of Colorado

By: Charles Tash
Charles Tash, President
Date: 12.22.21

By: [Signature]
Its: President
Date: 01/29/2022

EXHIBIT A
(DISTRICT PROPERTY)

Total Acreage in the Project: 131.246 acres

	Acreage	Percentage Share
A. Tract A, MidCities Filing No. 2 (Zip)	.241	.184%
B. Lot 3, MidCities Filing No. 9, Replat C (Detention Pond)	.597	.455%
C. Lot 2, MidCities Filing No. 10 (Parking Garage)	.916	.698%
D. Lot 2, MidCities Filing No. 18 (30' Strip Behind Wal-Mart)	.648	.494%
E. Lot 1, MidCities Filing No. 20 (Parking Field)	6.068	4.623%
F. Zang Street	2.793	2.128%
G. Lot 1, Filing No. 19 (Director's Parcel) 560 Interlocken Loop	.007	.005%
H. Filing 8, Parcel A	<u>2.314</u>	<u>1.763%</u>
	11.263 Acres	8.582%

All located in the City and County of Broomfield, State of Colorado

EXHIBIT B

(SERVICES)

Listing of services included in the operation of **FOA** are:

Landscaping Includes the common areas located within approximately 131 acres of property, beginning at the West end with Walgreen's, extending East to Interlocken Loop behind the Marriott Renaissance Hotel, and on the North boundary from Coalton Road/West Flatiron Boulevard, then to the South Boundary, along the fence line of the Interlocken Omni Golf Course. The areas include the landscaped grounds from side walk to curb on the South side of Coalton Road/West Flatiron Boulevard, from Walgreen's to Zang Street. Also, from sidewalk to curb, including center median, and curb to sidewalk along the length of Flatiron Boulevard, beginning at Interlocken Boulevard on the North and ending at Interlocken Loop as it curves South and East. Also, includes the sloped hillside in front of the Staybridge Suites site beginning at Interlocken Loop, then along the length of the stone tiered retaining wall extending West behind the Marriott TownPlace Suites. Also, includes the pedestrian trail walkway and landscaped areas along the North side of the Marriott TownPlace Suites, extending West to the end of the concrete path, ending at the golf course fence.

Beginning at Coalton Road and Summit Boulevard at Summit Bank, includes the landscaped areas from sidewalk to curb, including center median, and curb to sidewalk, ending at Shell on Coalton Road and Summit. Includes the flower bed in front of the MainStreet sign on the Southeast corner of Coalton Road and Summit Boulevard.

Beginning at Coalton Road and Summit Boulevard, north of the former Bennigan's, and only along the South boundary of Coalton Road, ending at Zang Street.

Electricity Includes the electricity needed to operate the irrigation control valves in all landscaped zones. All electricity to power the streets lights along the East/West Road and for all 7 new lighted monument signs located at intersections, including Summit Boulevard, Zang Street, Flatiron Boulevard, Interlocken Boulevard and Interlocken Loop.

Water Includes water used in the irrigation zones of all landscaped areas in the Mainstreet at Flatiron area.

Snow Removal Includes all sidewalk plowing along the common areas located within approximately 131 acres of property, beginning at the West end with Walgreen's, extending East to Interlocken Loop behind the Marriott Renaissance Hotel, and on the North boundary from Coalton Road/West Flatiron Boulevard, then to the South Boundary, along the fence line of the Interlocken Omni Golf Course. The areas include the sidewalk on the South side of Coalton Road/West Flatiron Boulevard. Also, sidewalks on both sides of the street along the length of Flatiron Boulevard, beginning at Interlocken Boulevard on the North and ending at Interlocken Loop as it curves South and East. Also, includes the pedestrian trail walkway along the North side of the Marriott TownPlace Suites, including the stairway, and then extending West to the end of the concrete path, ending at the golf course fence.

EXHIBIT B

(SERVICES)

(continued)

Beginning at Coalton Road and Summit Boulevard at Summit Bank, includes the sidewalks on both sides of Summit Boulevard, ending at Shell on Coalton Road and Summit.

The sidewalk path, beginning at Coalton Road and Summit Boulevard, north of the former Bennigan's, and only along the South boundary of Coalton Road, ending at Zang Street.

East/West Road. All sidewalks along the north side of the East/West Road are not included in the contract. Ice Slicer or sand/salt mixtures used as conditions warrant.

Janitorial Includes daily day porter services to police the common area grounds sidewalks as needed and keep the areas clear of litter.

Power Sweeping Includes one night per week May through October, and two nights per week November through April to clear the common area sidewalks around the 5 buildings with air blowers, and power sweep the East/West Road and the main parking lot behind the buildings.

Street/Parking Lot Pole Lights/Lighted Signs Includes monthly inspection and replacement of all pole lights serviced from a bucket truck and service to the sign cabinet light fixtures/ballasts and neon as required.

Concrete Repairs for Sidewalks/Parking

Lot Drain Pans and Parking Lot Street Asphalt Repairs Includes concrete crack repairs, removal and replacement of surfaces as needed and infrared asphalt patching, asphalt crack sealing and seal coating.

Parking Space Striping Includes re-striping and handicapped placard painting as needed in all parking lot/garage and street areas in front of the buildings.

Towing Services Includes removal of all abandoned vehicles after the Broomfield Police Department performs a license plate check. Towing is at no charge.

Signage Includes the replacement, repair or installation of business names for all stores located in MainStreet at Flatiron as needed.

Property Management Includes contracting for all services as listed above, competitively bidding, daily management, securing and monitoring insurance policies of all contractors, review and approval of all contractors invoices on a weekly basis and processing checks for payment as required each week, invoicing landowners for quarterly dues and depositing payments. Financial reporting to ownership monthly and annual budgeting for all common area expenses.

TITLE	MidCities FOIA Agreement
FILE NAME	Services Agreemen...).SIGNED (002).pdf
DOCUMENT ID	55b33013d6e9319a2811a13e89ccd67ced3068f0
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

01 / 28 / 2022

22:54:16 UTC

Sent for signature to Doug McCormick (ziffel2245@yahoo.com) from dsolin@sdmsi.com
IP: 50.78.200.153



VIEWED

01 / 29 / 2022

00:09:01 UTC

Viewed by Doug McCormick (ziffel2245@yahoo.com)
IP: 71.229.131.92



SIGNED

01 / 29 / 2022

14:25:41 UTC

Signed by Doug McCormick (ziffel2245@yahoo.com)
IP: 71.229.131.92



COMPLETED

01 / 29 / 2022

14:25:41 UTC

The document has been completed.