

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 16, 2021 (Tuesday)

TIME: 1:00 p.m.

PLACE: *Due to Executive Order D 2020 044 Safer at Home issued by Governor Polis on April 26, 2020, and Public Health Order 20-28 implementing the Executive Order, issued by the Colorado Department of Health and Environment (CDPHE) on April 26, 2020, this meeting will be held via teleconferencing and can be joined through the directions below:*

IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE CALL IN TO THE CONFERENCE BRIDGE AT 1-877-250-3814 AND WHEN PROMPTED, DIAL IN THE PASSCODE OF 5592663.

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda, confirm location of the meeting and posting of meeting Notice.

C. Review and approve Minutes of the November 17, 2020 special meeting and the January 28, 2021 special meeting (enclosures).

II. PUBLIC COMMENTS

A. _____

III. FINANCIAL MATTERS

A.

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

	Period Ending Nov. 11, 2020	Period Ending Dec. 21, 2020	Period Ending Jan. 14, 2021
General Fund	\$ 7,737.92	\$ 33,299.63	\$ 18,097.68
Debt Service Fund	\$ -0-	\$ 885.00	\$ -0-
Capital Fund	\$ 50,349.83	\$ 4,272.33	\$ 735.83
Total Claims	\$ 58,087.75	\$ 38,456.96	\$ 18,833.51

	Period Ending Feb. 17, 2021
General Fund	\$ 13,271.99
Debt Service Fund	\$ 5,000.00
Capital Fund	\$ 2,782.83
Total Claims	\$ 21,054.82

B. Review and consider approval of payment of claims through the period ending March __, 2021, totaling \$_____ (to be distributed)

C. Review and accept unaudited financial statements for the period ending December 31, 2020 (to be distributed).

D. Discuss Sales Tax Report (enclosure).

IV. LEGAL MATTERS

A. Discuss status of the PIVOT exclusion request.

B. Review and consider approval of Parking Easement In Gross between the District and FIOA for location of a Storage Building (enclosure).

V. CAPITAL MATTERS

A. Discuss status of the Parking Structure Project.

B. Discuss status of the Regional Trail Project.

C. Discuss status of retaining wall repair work.

D. Review and consider approval of proposal from Hilltop Securities for MA (to be distributed).

VI. EXECUTIVE SESSION

A. Receive legal advice pursuant to Section 24-6-402(4)(b). C.R.S. relating to the Aequus settlement proposal for transfer of Parking Structure. **Adjourn into Executive Session.**

VII. OTHER MATTERS

A. _____

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 15, 2021.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE MIDCITIES METROPOLITAN DISTRICT NO. 2 HELD NOVEMBER 17, 2020

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 17th day of November, 2020 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 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.

Greg Lindsay; Murphy & Decker, P.C.

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 the Districts, including without limitation the Funding Agreement, the Amended and Restated Reimbursement Agreement, the Parking Garage Lease Purchase Agreement

RECORD OF PROCEEDINGS

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 Tash, seconded by Director Russell and, upon vote, unanimously carried, the Agenda was approved, as amended.

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 Tash seconded by Director Russell and, upon vote, unanimously carried, the Board determined that due to

RECORD OF PROCEEDINGS

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.

2021 Regular Meeting Dates: The Board entered into discussion regarding setting dates for 2021 Regular Meetings.

Following review and discussion, upon motion duly made by Director McCormick, seconded by Director Turtle and, upon vote, unanimously carried, the Board determined to schedule Regular Meetings on the third Tuesday in March, June, September and November. The Meetings will be held at 1:00 p.m., at the offices of Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228.

Minutes: The Board reviewed the Minutes of the September 15, 2020 and October 8, 2020 special meetings.

Following review, upon motion duly made by Director Russell, seconded by Director Tash and, upon vote, unanimously carried, the Board approved the Minutes of the September 15, 2020 and October 8, 2020 special meetings, as presented.

**PUBLIC
COMMENT**

There was no public comment.

**FINANCIAL
MATTERS**

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

	Period Ending Sept. 10, 2020	Period Ending Oct. 13, 2020
General Fund	\$ 5,409.64	\$ 29,864.24
Debt Service Fund	\$ -0-	\$ -0-
Capital Fund	\$ 14,958.88	\$ 12,862.83
Total Claims	\$ 20,368.52	\$ 42,727.07

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

Claims Through the Period Ending November 17, 2020: The Board deferred discussion.

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, budget analysis, and accounts payable vouchers for the period ending September 30, 2020.

Following review and discussion, upon motion duly made by Director McCormick, 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, budget analysis, and accounts payable vouchers for the period ending September 30, 2020 as presented.

Sales Tax Report: Mr. Solin discussed with the Board the Sales and Use Tax Revenue Comparison.

2020 Audit: The Board considered the engagement of Wipfli LLP to perform the 2020 Audit.

Following review and discussion, upon motion duly made by Director Turtle, seconded by Director Russell and, upon vote, unanimously carried, the Board approved the engagement of Wipfli LLP to perform the 2020 Audit, in an amount not to exceed \$4,350.

2020 Budget Amendment Hearing: The President opened the public hearing to consider a Resolution to Amend the 2020 and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2020 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 discussion, the Board determined that a 2020 Budget Amendment was unnecessary.

2021 Budget Hearing: The President opened the continued public hearing on the proposed 2021 Budget and discussed related issues.

It was noted that publication of Notice stating that the Board would consider adoption of 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.

Ms. Johanns reviewed the estimated 2020 revenues and expenditures and proposed 2021 revenues and expenditures.

RECORD OF PROCEEDINGS

Following discussion, the Board considered the adoption of the Resolutions to Adopt the 2021 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 41.901 mills and Debt Service Fund – Greystar Exclusion at 30.875 mills, Debt Service Fund – Filing 15 Exclusion at 38.000 mills, Pathfinder Exclusion at 38.000, CP III Flatirons Exclusion at 38.000 mills. Upon motion duly made by Director McCormick, seconded by Director Turtle 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, 2020. 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, 2020. The District Accountant was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2021. 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 McCormick, seconded by Director Turtle 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.

LEGAL MATTERS

Hotel Site: Attorney Cockrel noted for the Board he continues to work with a developer on the remaining hotel site and they expect to build apartments on the site. The purchaser is seeking to be excluded from the District. Attorney Cockrel is working with the Developer’s Counsel.

Parking: It was noted for the Board that the FIOA requested to use the surface parking lot for a Conex to be used by the snow removal contractor. The Board directed Attorney Cockrel to draft a Letter of Agreement.

Director’s Parcels: It was noted for the Board the Director’s parcels will be revised from Everwest Real Estate Investors to each Director.

CAPITAL MATTERS

Status of the Parking Structure Project: The Board discussed the Parking Structure Project.

RECORD OF PROCEEDINGS

Status of the Regional Trail Project: The Board discussed the Regional Trail Project.

Status of Retaining Wall Repair Work: The Board discussed the status of the retaining wall repair work.

Municipal Advisor: The Board directed Mr. Solin to obtain Municipal Advisor proposals for the purpose of looking at options for refunding the District's outstanding debt obligations.

EXECUTIVE SESSION

EXECUTIVE SESSION: Parking Structure: Pursuant to Section 24-6-402(4) of the Colorado Revised Statutes, upon motion duly made by Director Tash, seconded by Director Patrick and, upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 2:01 p.m. for the purpose of receiving from the Board's attorney legal advice on specific legal questions as authorized by Section 24-6-402(4)(b) and (e), C.R.S. Receiving from the Board's attorney legal advice on specific legal questions relating to the Parking Structure. The executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S.

The Board reconvened in regular session at 2:20 p.m.

OTHER MATTERS

Litigation Settlement Discussions with Aequus: The Board discussed action on the litigation settlement discussions with Aequus. No action was taken by the Board.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE MIDCITIES METROPOLITAN DISTRICT NO. 2 HELD JANUARY 28, 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 Thursday, the 28th day of January, 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 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.

Greg Lindsay; Murphy & Decker, P.C.

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 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

RECORD OF PROCEEDINGS

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.

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

RECORD OF PROCEEDINGS

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.

PUBLIC COMMENT

There was no public comment.

EXECUTIVE SESSION

EXECUTIVE SESSION: Parking Structure: Pursuant to Section 24-6-402(4) of the Colorado Revised Statutes, upon motion duly made by Director Russell, seconded by Director Turtle and, upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 1:04 p.m. for the purpose of receiving from the Board's attorney legal advice on specific legal questions as authorized by Section 24-6-402(4)(b) and (e), C.R.S. Receiving from the Board's attorney legal advice on specific legal questions relating to the Parking Structure. The executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S.

The Board reconvened in regular session at 1:47 p.m.

OTHER MATTERS

There were no other matters.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1394						
11/11/2020	Collins Cockrel & Cole	3031M 9/20	Legal	1-675	4,571.00	4,571.00
11/11/2020	Collins Cockrel & Cole	3031M 9/20	Legal	3-675	1,424.00	1,424.00
Total 1394:						5,995.00
1395						
11/11/2020	Collins Engineers, Inc.	48784	Retaining Wall	3-763	145.00	145.00
Total 1395:						145.00
1396						
11/11/2020	Harris Kocher Smith	200501.6	Parking Garage Structure	3-762	1,230.00	1,230.00
Total 1396:						1,230.00
1397						
11/11/2020	J.R. Harris & Co. Structural Engi	16403	Parking Garage Structure	3-762	38,500.00	38,500.00
11/11/2020	J.R. Harris & Co. Structural Engi	16404	Parking Garage Structure	3-762	8,175.00	8,175.00
Total 1397:						46,675.00
1398						
11/11/2020	Simmons & Wheeler, PC	27374	Accounting	1-612	701.25	701.25
Total 1398:						701.25
1399						
11/11/2020	Special Dist Management Srvs	10/2020	Miscellaneous Expense	1-685	130.27	130.27
11/11/2020	Special Dist Management Srvs	10/2020	Accounting	1-612	378.00	378.00
11/11/2020	Special Dist Management Srvs	10/2020	District Management	1-614	588.00	588.00
11/11/2020	Special Dist Management Srvs	10/2020	Parking Garage Structure	3-762	210.00	210.00
Total 1399:						1,306.27
1400						
11/11/2020	Tiarna Real Estate Services, Inc.	2020-11-01	Property Mgt/FOA	1-705	1,000.00	1,000.00
Total 1400:						1,000.00
1401						
11/11/2020	Weathercraft Company of Colora	7481	Parking Garage Structure	3-762	665.83	665.83
Total 1401:						665.83
Grand Totals:						57,718.35

Check Issue Date	Check Number	Payee	Amount
11/11/2020	90073	McCormick, Douglas	92.35
11/11/2020	90074	Patrick, Gregory	92.35
11/11/2020	90075	Tash, Charles	92.35
11/11/2020	90076	Russell, Kael T.	92.35
Grand Totals:			
	<u>4</u>		<u>369.40</u>

MidCities Metropolitan District No. 2
November-20

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 7,368.52		\$ 50,349.83	\$ 57,718.35
Payroll	369.40	-		\$ 369.40
		-		
Total Disbursements from Checking Acct	\$7,737.92	\$0.00	\$50,349.83	\$58,087.75

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1402						
12/21/2020	Collins Cockrel & Cole	3013M 10/20	Legal	1-675	769.00	769.00
12/21/2020	Collins Cockrel & Cole	3013M 10/20	Legal	3-675	2,002.50	2,002.50
12/21/2020	Collins Cockrel & Cole	3013M 11/20	Legal	1-675	2,288.00	2,288.00
12/21/2020	Collins Cockrel & Cole	3013M 11/20	Legal	3-675	1,153.00	1,153.00
Total 1402:						6,212.50
1403						
12/21/2020	Colorado Special Districts P&L	POL-0005979	Prepaid Expenses	1-144	25,839.00	25,839.00
Total 1403:						25,839.00
1404						
12/21/2020	Flatiron Owners Association	001669 Q4	Property Mgt/FOA	1-705	9.30	9.30
Total 1404:						9.30
1405						
12/21/2020	Prairie Mountain Media	0000255512	Miscellaneous Expense	1-685	40.92	40.92
Total 1405:						40.92
1406						
12/21/2020	Restruction Corporation	19338-3	Parking Garage Structure	3-762	311.00	311.00
Total 1406:						311.00
1407						
12/21/2020	Simmons & Wheeler, PC	27557	Accounting	1-612	1,062.50	1,062.50
Total 1407:						1,062.50
1408						
12/21/2020	Special Dist Management Srvs	11/2020	Miscellaneous Expense	1-685	93.16	93.16
12/21/2020	Special Dist Management Srvs	11/2020	Accounting	1-612	504.00	504.00
12/21/2020	Special Dist Management Srvs	11/2020	District Management	1-614	1,232.00	1,232.00
12/21/2020	Special Dist Management Srvs	11/2020	Parking Garage Structure	3-762	140.00	140.00
Total 1408:						1,969.16
1409						
12/21/2020	Tiarna Real Estate Services, Inc.	2020-12-01	Property Mgt/FOA	1-705	1,000.00	1,000.00
Total 1409:						1,000.00
1410						
12/21/2020	US Bank	5950603	Trustee/Paying Agent Fee	2-668	885.00	885.00
Total 1410:						885.00
1411						
12/21/2020	Weathercraft Company of Colora	7645	Parking Garage Structure	3-762	665.83	665.83
Total 1411:						665.83
Grand Totals:						37,995.21

<u>Check Issue Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
12/21/2020	90077	McCormick, Douglas	92.35
12/21/2020	90078	Turtle, George	92.35
12/21/2020	90079	Patrick, Gregory	92.35
12/21/2020	90080	Tash, Charles	92.35
12/21/2020	90081	Russell, Kael T.	92.35
Grand Totals:			
	<u>5</u>		<u>461.75</u>

MidCities Metropolitan District No. 2
December-20

	General	Debt	Capital	Totals
Disbursements	\$ 32,837.88	\$ 885.00	\$ 4,272.33	\$ 37,995.21
Payroll	461.75	-		\$ 461.75
		-		
Total Disbursements from Checking Acct	\$33,299.63	\$885.00	\$4,272.33	\$38,456.96

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1412						
01/14/2021	Flatiron Owners Association	002583 Q1-2021	Property Mgt/FOA	1-705	6,705.79	6,705.79
01/14/2021	Flatiron Owners Association	002611 Q1-2021	Property Mgt/FOA	1-705	659.75	659.75
01/14/2021	Flatiron Owners Association	002612 Q1-2021	Property Mgt/FOA	1-705	1,012.28	1,012.28
01/14/2021	Flatiron Owners Association	002613 Q1-2021	Property Mgt/FOA	1-705	3,086.57	3,086.57
01/14/2021	Flatiron Owners Association	002732 Q1-2021	Property Mgt/FOA	1-705	716.11	716.11
01/14/2021	Flatiron Owners Association	002964 Q1-2021	Property Mgt/FOA	1-705	266.33	266.33
01/14/2021	Flatiron Owners Association	003767 Q1-2021	Property Mgt/FOA	1-705	2,557.22	2,557.22
01/14/2021	Flatiron Owners Association	005534 Q1-2021	Property Mgt/FOA	1-705	7.74	7.74
Total 1412:						15,011.79
1413						
01/14/2021	Simmons & Wheeler, PC	27749	Accounting	1-612	983.75	983.75
Total 1413:						983.75
1414						
01/14/2021	Special Dist Management Srvs	12/2020	Miscellaneous Expense	1-685	108.14	108.14
01/14/2021	Special Dist Management Srvs	12/2020	Accounting	1-612	448.00	448.00
01/14/2021	Special Dist Management Srvs	12/2020	District Management	1-614	546.00	546.00
01/14/2021	Special Dist Management Srvs	12/2020	Parking Garage Structure	3-762	70.00	70.00
Total 1414:						1,172.14
1415						
01/14/2021	Tiarna Real Estate Services, Inc.	2021-01-01	Property Mgt/FOA	1-705	1,000.00	1,000.00
Total 1415:						1,000.00
1416						
01/14/2021	Weathercraft Company of Colora	7730	Parking Garage Structure	3-762	665.83	665.83
Total 1416:						665.83
Grand Totals:						18,833.51

MidCities Metropolitan District No. 2
January-21

	General	Debt	Capital	Totals
Disbursements	\$ 18,097.68		\$ 735.83	\$ 18,833.51
Payroll		-		\$ -
		-		
Total Disbursements from Checking Acct	\$18,097.68	\$0.00	\$735.83	\$18,833.51

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

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Collins Cockrel & Cole	3013M 12/20	1/14/2021	2/17/2021	\$ 2,244.84	Legal	1--9300
Collins Cockrel & Cole	3013M 12/20	1/14/2021	2/17/2021	\$ 2,047.00	Legal	2--9300
Hilltop Securities	5800	1/5/2021	2/22/2021	\$ 5,000.00	Investment Advisor	3--8205
Simmons & Wheeler, PC	27965	12/31/2020	2/17/2021	\$ 957.00	Accounting	1--9050
Special District Management Service	Jan-21	1/31/2021	2/17/2021	\$ 1,008.00	District Management	1--9100
Special District Management Service	Jan-21	1/31/2021	2/17/2021	\$ 70.00	Parking Garage	2--7510
Special District Management Service	Jan-21	1/31/2021	2/17/2021	\$ 826.00	Accounting	1--9050
Special District Management Service	Jan-21	1/31/2021	2/17/2021	\$ 41.15	Miscellaneous	1--9450
Vargas Property Services, Inc.	31950	1/28/2021	2/17/2021	\$ 8,195.00	Property Mgmt/FOA	1--7205
Weathercraft Company of Colorado	7824	1/25/2021	2/17/2021	\$ 665.83	Parking Garage	2--7510
				\$ 21,054.82		

MidCities Metropolitan District No. 2
February-21

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 13,271.99	\$ 5,000.00	\$ 2,782.83	\$ 21,054.82
Payroll		-		-
		-		
Total Disbursements from Checking Acct	\$13,271.99	\$5,000.00	\$2,782.83	\$21,054.82

MIDCITIES METROPOLITAN DISTRICT NO. 2

SALES & USE TAX REVENUE COMPARISON

Accrual Basis Collections	2016	2017	2018	2019	2020	2020			
						Month. Var. from 2019	%	Cum. Var. from 2019	%
<u>Sales Tax</u>									
January	144,138	153,069	170,777	174,708	181,318	6,610	3.9%	6,610	3.8%
February	144,178	143,474	158,948	166,310	176,744	10,434	6.3%	17,044	5.0%
March	150,734	165,726	193,834	189,931	182,364	(7,567)	-4.0%	9,477	1.8%
April	157,156	168,652	185,564	86,745	144,427	57,682	66.5%	67,159	10.9%
May	181,870	190,739	208,369	451,652	170,219	(281,433)	-62.3%	(214,274)	-20.0%
June	184,835	197,701	214,456	209,280	172,307	(36,973)	-17.7%	(251,247)	-19.6%
July	182,595	195,958	214,928	293,741	182,796	(110,945)	-37.8%	(362,192)	-23.0%
August	185,713	208,436	226,142	231,261	178,697	(52,564)	-22.7%	(414,756)	-23.0%
September	171,839	194,445	198,761	212,109	185,949	(26,160)	-12.3%	(440,915)	-21.9%
October	179,684	191,391	205,093	217,294	174,414	(42,880)	-19.7%	(483,795)	-21.7%
November	170,282	178,699	192,352	188,820	175,921	(12,899)	-6.8%	(496,694)	-20.5%
December	193,250	213,847	215,607	201,279	182,483	(18,796)	-9.3%	(515,491)	-19.7%
Subtotal Sales Tax	2,046,275	2,202,139	2,384,831	2,623,129	2,107,638	(515,491)		(515,491)	-19.6%
<u>Use Tax</u>	145,730	58,486	14,740	277,988	9,678			\$ (268,310)	-96.5%
<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	13,124	13,125	13,125	13,125				
Total Use Tax, and PILOT	198,230	110,985	67,240	330,488	62,178				
TOTAL REVENUE	2,244,505	2,313,124	2,452,071	2,953,617	2,169,816				

PARKING EASEMENT IN GROSS

This Parking Easement In Gross (the "Agreement") is made and entered into this _____ day of _____, 2021, by and between MIDCITIES METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantor"), having as its address for notice purposes at c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, Attn: President, and the FlatIron Owners' Association, Inc., a Colorado non-profit corporation (the "Association"), having as its address for notice purposes at c/o Tiarna Real Estate Services, Inc., 225 E. 16th Avenue, Suite B-540, Denver, Colorado 80203, Attn: Steven M. Schiffman, RPA ("Grantee").

RECITALS

A. Grantor is the owner of a tract of land in the City and County of Broomfield, Colorado, more particularly described in Exhibit A attached hereto and made a part hereof, which is used for a parking field (the "Parking Field") to benefit the Association as well as for the benefit of the Owners and Occupants as defined in the Master Declaration of Covenants, Conditions and Restrictions for the FlatIron recorded October 20, 1999 at Reception No. 1991921, records of the office of the Clerk and Recorder of County of Boulder, Colorado (the "Master Declaration").

B. Grantee is the owner's association created pursuant to the Master Declaration for the benefit of lands in the County of Boulder, now the City and County of Broomfield, Colorado (the "City").

C. Grantee is seeking an easement in gross to use a portion of the Parking Field for the use and maintenance of a storage building for storing the Association's maintenance equipment and materials (the "Storage Building") at the location identified on Exhibit B attached hereto, together with the right to use so much of the Parking Field for ingress and egress to and from adjacent areas located within the FlatIron Property, as defined in the Master Declaration. The Storage Building and the necessary area for ingress and egress are collectively referred to as the "Easement Area." A drawing describing the building (elevations) is attached hereto as Exhibit C, and Grantor is willing to grant an easement in gross to Grantee for the above-referenced purposes.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Easement. Grantor hereby grants to Grantee an easement in gross to and for the benefit of the Grantee over, in and across the Easement Area. The easement is for the following purposes:
 - a. Location of the Storage Building at the location identified on Exhibit B for the purpose of storing the Association's and/or its vendor's equipment necessary for the maintenance and repair of the Association's various facilities on the FlatIron Property; and

- b. Ingress and egress over and across the Easement Area to utilize the Storage Building.

The easement granted hereby shall be for the benefit of the Grantee and shall be subject to all terms and conditions set forth herein.

2. Indemnity. Grantee shall indemnify and hold Grantor harmless from and against any claim arising in connection with the use of the Easement Area by Grantee, its officers, employees, guests, contractors or agents: provided, however, that such indemnity shall not apply to any claim to the extent that the subject or basis of such claim for indemnification is caused by or arises out of the gross negligence or willful misconduct of Grantor, or Grantor's officers, employees, contractors or agents.

3. Maintenance. Grantee shall maintain and repair the Easement Area at its sole cost and expenses, which repair and upkeep shall be performed in a good, workmanlike and diligent manner and shall include: (a) maintenance, repair and replacement of the Storage Building with the type of material as originally used or a substitute of substantially equal quality; (b) removal of all trash and debris and sweeping to the extent reasonable necessary to keep the Easement Area in a clean and orderly condition; (c) removal of snow and ice from paved surfaces within the Easement Area to the extent reasonably necessary to keep such area in an orderly and safe condition; (d) maintenance of appropriate directional markers as reasonably required by Grantor or required by any governmental entity or agency having jurisdiction over the Easement Area; (e) maintenance of any lighting fixtures and relamping with the Easement Area as reasonable necessary; and (f) maintenance of landscaping (if any) within the Easement Area.

4. Insurance. Grantee shall at all times maintain in effect commercial general liability insurance having limits of at least \$2,000,000.00 combined single limit (or equivalent) in companies licensed to transact business in Colorado. Grantee shall cause the general contractor constructing the Storage Building general liability insurance having the same limits as Grantee's commercial general liability insurance. Grantee shall deliver certificates of such insurance designating Grantor as an additional insured to Grantor on the date hereof and thereafter prior to any expiration of coverage. Grantee shall cause its general contractor to likewise provide to Grantor a certificate of its required insurance.

5. Notices. All notices hereunder shall be made by either personal service (against signed receipt), certified mail, or nationally recognized overnight courier service. All notices shall be deemed delivered on the date of personal delivery or on the date of first attempt to deliver (as evidenced by the records of the carrier). All notices shall be sent to the addresses set forth at the beginning of this Agreement. Either party may change its address for notices by notice to the other party given in accordance with this section.

6. Remedies. Each provision of this Agreement shall be enforceable by the parties, or their respective successors in interest, in an action for any equitable remedy, and action for specific performance, an action to recover actual damages, or other actions and all remedies available under any applicable laws, statutes or equity, but neither party may recover punitive or consequential damages or terminate this Agreement as a result of a default hereunder.

7. Termination. This Agreement may be terminated:
- a. By the Grantee upon one hundred eighty (180) days prior written notice of termination; or
 - b. A material breach of this Agreement by Grantee, however, such breach shall not entitle the Grantor to cancel, rescind or otherwise terminate this Agreement hereunder unless the Grantee is in material default of this Agreement and has thereafter failed to cure any such default on or before one hundred eighty (180) days following the receipt of such notice of default from Grantee; or
 - c. This Agreement may be terminated by the execution and recordation of a termination document terminating this Agreement; or
 - d. In the event Grantee ceases to use the Easement Area for a period of six (6) months, Grantor may record a single party termination agreement reciting the fact of non-use or abandonment.

8. Obstacles. Grantor shall not construct or place an obstacle or impediment or otherwise interfere in any way with the use of the Easement Area or other areas of the Grantor Property, unless agreed to in writing by Grantee.

9. Effect. This Agreement may be amended only in a writing executed by the parties or their respective successors (in title to either the Grantor Property or to the Grantee. The grants and obligations, benefits and burdens of the parties hereto shall be covenants running with the land and shall be binding on the parties and inure to the benefit of the successors and assigns of the parties. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement is governed by the laws of the State of Colorado.

10. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

11. Grantor's Representation. Grantor represents that as of the date of the recording of this Agreement there shall be no deeds of trust mortgages or other encumbrances securing the repayment of borrowed money encumbering the Grantor Property.

12. Estoppel Certificate. Grantor and Grantee each will execute and deliver to the other, within fifteen (15) days following request therefor, a certificate certifying (a) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the Agreement is in full force and effect, as modified, and stating the modification) and (b) that there

are no defaults under this Agreement by Grantor or Grantee, as the case may be, except such defaults as may be specified in such certificate. Any such certificate may be relied upon by any current or prospective purchaser, lender or, in the case of Grantee, franchisor, of the Grantor Property or the Grantee Property.

IN WITNESS WHEREOF, the undersigned have executed this Parking Easement In Gross as of the day and year first above written.

GRANTOR:

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

By: _____
Name: _____
Title: _____

GRANTEE:

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

term
By: _____
Name: Charles Tash
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me this _____ day of _____, 2021, by _____, President of MIDCITIES METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, and that said instrument was signed on behalf of such entity.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

Subscribed and sworn to before me this _____ day of _____, 2021, by Charles Tash, President of FLATIRON OWNERS' ASSOCIATION, INC., a Colorado non-profit corporation, and that said instrument was signed on behalf of such entity.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE GRANTOR PROPERTY

Lot 1
MidCities Filing No. 20,
City and County of Broomfield,
State of Colorado

EXHIBIT B

DEPICTION OF LOCATION OF THE STORAGE BUILDING

See attached



Legend
⌘ C.B. & Potts
⌘ Feature 1

↑
Location of Storage Building

Google Earth

© 2020 Google



40 ft

EXHIBIT C

Depiction of Storage Building

See attached.

