

# AIRWAYS BUSINESS CENTER METROPOLITAN DISTRICT

8390 E. CRESCENT PKWY., STE. 300  
GREENWOOD VILLAGE, CO 80111  
303-779-5710 (O) 303-779-0348  
<https://www.airwaysbcmnd.org>

## NOTICE OF REGULAR MEETING AND AGENDA

**DATE:** Tuesday, October 10, 2023

**TIME:** 9:00 a.m.

**LOCATION:** Via Microsoft Teams

- 1. Online Microsoft Teams Meeting – via link below:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ODdIMmU1ODYtN2U4Ny00ZTE0LTg5MzctYTcxN2MwMmFIMjFI%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22d42bab28-fbd8-4e65-a395-965cf9ef152f%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODdIMmU1ODYtN2U4Ny00ZTE0LTg5MzctYTcxN2MwMmFIMjFI%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22d42bab28-fbd8-4e65-a395-965cf9ef152f%22%7d)

**ACCESS:**

**Or call in (audio only)**

- 2. To attend via telephone, dial 720-547-5281 and enter the following additional information:

Conference ID: 692 961 564#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Jill Petrykowski	President	May 2027
VACANCY	Secretary	May 2025
VACANCY	Treasurer	May 2025
VACANCY	Assistant Secretary	May 2025
VACANCY	Assistant Secretary	May 2027

### **I. ADMINISTRATIVE MATTERS**

- A. Call to order and approval of Agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting, posting of meeting notices, and designate 24-hour posting location. Approve agenda.

- D. Discuss results of May 2, 2023 Cancelled Regular Directors’ Election.
- E. Consider appointment of officers.

President:

Secretary:

Treasurer

Assistant Secretary:

Assistant Secretary:

- F. Public Comment.

Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

- G. Review and consider approval of Minutes of the October 11, 2022 Regular Meeting (enclosed).
- H. Discuss business to be conducted in 2024 and schedule regular Board meetings. Consider adoption of Resolution No.2023-10-01 Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices (enclosure). Appoint representative to post notices within the District.
- I. Discuss requirements of Section 32-1-809, C.R.S. and direct staff regarding compliance for 2024 (District Transparency Notice).
- J. Discuss requirements of Section 32-1-306, C.R.S. and direct staff regarding compliance for 2023 (Annual Map Filing).
- K. 2024 insurance renewal.
  - a. Discuss cyber security and consider increased crime coverage.
  - b. Authorize renewal of insurance coverage through the Colorado Special Districts Property and Liability Pool authorize renewal of membership in the Special District Association for 2024 (enclosure).

**II. FINANCIAL MATTERS**

- A. Ratify Interim Claims (enclosure).
- B. Consider Acceptance of July 31, 2023 Unaudited Financial Statements and October 2023 Cash Position Report (enclosure).

- C. Accept 2022 Audit Exemption (enclosure).
- D. Conduct Public Hearing to consider amendment of the 2023 Budget. If necessary, consider adoption of Resolution No. 2023-10-\_\_\_ to Amend the 2023 Budget.
- E. Conduct Public Hearing on the proposed 2024 Budget and consider adoption of Resolution No. 2023-10-\_\_\_ to Adopt the 2024 Budget and Appropriate Sums of Money and Resolution No 2023-10-\_\_\_ to Set Mill Levies (enclosures).
- F. Authorize District Accountant to prepare the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties.
- G. Consider appointment of District Accountant to prepare 2025 Budget.
- H. Discuss statutory requirements for an audit. Consider appointment of District Accountant to prepare Application for Exemption from Audit for 2023.

### **III. MANAGER MATTERS**

- A. Review and consider approval of CliftonLarsonAllen LLP Master Services Agreement and related Statement(s) of Work (enclosure).

### **IV. LEGAL MATTERS**

- A. Consider engagement of Martinson Snow Removal, Inc. d/b/a Martinson Services for 2024 landscaping and snow removal services (enclosure).
- B. Discuss and consider adoption of Resolution Amending Policy on Colorado Open Records Act Requests (enclosure).
- C. Discuss potential dissolution of District.

### **V. DIRECTOR MATTERS**

### **VI. OTHER BUSINESS**

### **VII. ADJOURNMENT**

**There are no more regular meetings scheduled for 2023.**

RECORD OF PROCEEDINGS

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**MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
AIRWAYS BUSINESS CENTER METROPOLITAN DISTRICT  
HELD  
OCTOBER 11, 2022**

A regular meeting of the Board of Directors of the Airways Business Center Metropolitan District (referred to hereafter as "Board") was convened on Tuesday, October 11, 2022, at 9:00 a.m. This District Board meeting was held via videoconference and teleconference. The meeting was open to the public.

Attendance                      In attendance were Directors:

Jill Petrykowski

Also in attendance were:

Stephanie Odewumi and Chase Worth; CliftonLarsonAllen LLP ("CLA")  
Paula Williams, Esq.; McGeady Becher P.C.

CALL TO ORDER              Director Petrykowski called the meeting to order.

ADMINISTRATIVE MATTERS      **Disclosures of Conflicts of Interest:** The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest to the Board of Directors and to the Secretary of State. Attorney Williams requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. No additional conflicts were disclosed.

**Confirmation of Quorum Location of Meeting and Posting of Meeting Notices.**

**Approve Agenda:** A quorum was declared present. The Board reviewed the Agenda. Upon motion duly made by Director Petrykowski, unanimously carried, the Board approved the Agenda.

The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meetings. Following discussion, and upon motion duly made by Director Petrykowski, unanimously carried, the Board determined this District Board meeting was held via videoconference and teleconference. The Board noted that notice of this meeting and the videoconference and teleconference meeting information was duly posted and the Board had not received any objections to the videoconference and teleconference meeting or any requests that the meeting be changed by taxing electors within the District's boundaries.

**Public Comments:** There was no comment from present members of the public.

**Minutes of the May 10, 2022 Special Regular Meeting:** Following review, upon motion duly made by Director Petrykowski, unanimously carried, the Board approved the Minutes of the May 10, 2022 Regular Board Meeting, as presented.

**Resolution No. 2022-10-01 Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices:** Following review, upon

RECORD OF PROCEEDINGS

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motion duly made by Director Petrykowski, unanimously carried, the Board adopted Resolution No. 2022-10-01 Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices and determined to hold 2023 meetings on October 10, 2023 at 9:00 a.m. via videoconference and teleconference.

**Section 32-1-809, C.R.S. Requirements (Transparency Notice):** Ms. Odewumi discussed the special district transparency requirements of Section 32-1-809, C.R.S. with the Board. Following discussion, the Board directed District Management to prepare and file the 2023 Transparency Notice as required by statute.

**Section 32-1-306, C.R.S. Requirements (Annual Map Filing):** Ms. Odewumi discussed the map filing requirements of Section 32-1-306, C.R.S. with the Board. Following discussion, the Board directed District Management to prepare and file the 2023 map filing as required by statute.

**District Website:** Following discussion, upon motion duly made by Director Petrykowski, unanimously carried, the Board authorized updates to the District website to satisfy the new legislation requirements and deadline of January 1, 2023.

**District Insurance:** Following discussion, upon motion duly made by Director Petrykowski, unanimously carried, the Board approved the 2023 insurance renewal through the Colorado Special Districts Property and Liability Pool and T. Charles Wilson Risk Management and authorized renewal of membership in the Special District Association.

**FINANCIAL  
MATTERS**

**Payment of Claims:** Mr. Worth reviewed the prior claims with the Board. Following review, upon motion duly made by Director Petrykowski, unanimously carried, the Board ratified approval of the interim claims, totaling \$49,184.25 as presented.

**Unaudited Financial Statements and Cash Position:** Mr. Worth reviewed the July 31, 2022 unaudited financial statements with the Board.

Following review, upon motion duly made by Director Petrykowski, unanimously carried, the Board accepted the July 31, 2022 unaudited financial statements and current cash position as presented.

**Public Hearing on Amendment to 2022 Budget:** Director Petrykowski opened the public hearing to consider an amendment to the 2022 Budget.

It was noted that publication of Notice stating that the Board would consider amendment 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 the public hearing.

No public comments were received, and the public hearing was closed.

It was noted that no amendment to the 2022 Budget was required.

**Public Hearing on 2023 Budget:** Director Petrykowski opened the public hearing to consider the proposed 2023 Budget and related issues.

It was noted that Notice stating that the Board would consider adoption of the 2023

RECORD OF PROCEEDINGS

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budget and the date, time and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed.

The Board reviewed the estimated 2022 expenditures and the proposed 2023 expenditures.

Upon motion duly made by Director Petrykowski, seconded by Director Petrykowski, unanimously carried, the Board approved the 2023 Budget, as discussed, and considered adoption of Resolution No. 2022-10-02 to Adopt the 2023 Budget and Appropriate Sums of Money and Resolution No. 2022-10-03 to Set Mill Levies (10.000 mills in the General Fund). Following discussion, upon vote unanimously carried, the Board adopted the Resolutions and authorized execution of the Certification of Budget. The District Accountant was directed to transmit the Certification of Tax Levies to the Board of County Commissioners of Adams County not later than December 15, 2022. District Counsel was directed to transmit the Certification of Budget to the Division of Local Government no later than January 30, 2023.

**DLG-70 Mill Levy Certification Form:** Upon motion duly made by Director Petrykowski, unanimously carried, the Board authorized the District Accountant to prepare the DLG-70 Certification of Tax Levies form for Certification to the BOCC and other interested parties.

**2024 Budget Preparation:** Upon motion duly made by Director Petrykowski, unanimously carried, the Board approved the District Accountant to prepare the 2024 Budget.

**2022 Audit Preparation:** Following discussion, upon motion duly made by Director Petrykowski, unanimously carried, the Board appointed the District Accountant to prepare an application for exemption from the 2022 Audit.

**Appointment of Board member to sign the DLG-70 Certification of Tax Levies:** The Board appointed Director Petrykowski to sign the DLG-70 Certification of Tax Levies via DocuSign.

**Other:** None.

MANAGER  
MATTERS

**CliftonLarsonAllen LLP Statement(s) of Work:** Ms. Odewumi reviewed with the Board. Following review, upon a motion duly made by Director Petrykowski, unanimously carried, the Board approved the CliftonLarsonAllen LLP statement(s) of work as presented.

**Other:** None.

LEGAL  
MATTERS

**Resolution Calling May 2, 2023 Election:** The Board discussed the May 2, 2023 election. Following discussion, upon motion duly made by Director Petrykowski, unanimously carried, the Board adopted Resolution No. 2022-10-04 Calling a May 2, 2023 Directors' Election which appointed Catherine V. Will as the Designated Election Official and authorized her to perform all tasks required for the May 2,

RECORD OF PROCEEDINGS

2023 Regular Election of the Board of Directors for the conduct of a mail ballot election.

**Engagement of Hartco, LLC d/b/a CAM Services for 2023 Snow Removal Services:**  
Upon a motion duly made by Director Petrykowski, unanimously carried, the Board approved the engagement of Hartco, LLC d/b/a CAM Services for 2023 snow removal services.

**Engagement of Martinson Snow Removal, Inc. d/b/a Martinson Services for 2023 Landscaping Services:** Following review, upon a motion duly made by Director Petrykowski, unanimously carried, the Board approved the engagement of Martinson Snow Removal, Inc. d/b/a Martinson Services for 2023 Landscaping Services.

**Other:** None.

DIRECTOR MATTERS

Director Petrykowski noted there is no one currently interested in the vacant Board seats. Ms. Williams will reach out to ProLogis to see if there is anyone interested in serving on the Board.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned.

The foregoing Minutes constitute a true and correct copy of the Minutes of the above-referenced meeting and were approved by the Board of Directors of the Airways Business Center Metropolitan District.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

**RESOLUTION NO. 2023-10-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE AIRWAYS BUSINESS CENTER METROPOLITAN DISTRICT  
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND  
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

- A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.
- B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.
- C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.
- E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.
- F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.
- G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the



board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Airways Business Center Metropolitan District (the “**District**”), Adams County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.
2. That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.
3. That regular meetings of the District Board for the year 2024 shall be held on \_\_\_\_\_ at \_\_\_\_\_, via video/teleconference
4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.
5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.
6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.
7. That the District has established the following District Website, <https://www.airwaysbcmd.org/>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.
8. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:
  - (a) Light pole at Pagosa Street and East 22<sup>nd</sup> Avenue
9. The District Manager, or his/her designee, is hereby appointed to post the above-referenced notices.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING  
DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR  
NOTICES]**

RESOLUTION APPROVED AND ADOPTED on October 10, 2023.

**AIRWAYS BUSINESS CENTER  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Attached are the district's **2024 Workers' Compensation Board Member Only (BMO)** renewal documents, which includes the renewal invoice, payment instructions, declarations page, and certificates if applicable.

The minimum stipend per board member continues to be \$1,200 a year for each board member (i.e.: the minimum total stipend for five (5) board members is \$6,000). The annual minimum contribution remains the same at \$450.

**There are a couple of important dates to mark on your calendar:**

- By **October 20, 2023**, let us know if you would like to make any changes to the renewal coverage.
- By **January 1, 2024**, renewal payment is due.
- By **January 30, 2024**, WC coverage is subject to cancelation for non-payment. If the CSD Pool does not receive payment by January 30, 2024, Workers Compensation coverage will cancel for non-payment.

As a reminder, BMO coverage is designed only for work-related injuries and illness for board members while in the course and scope of their duties as board members, which are strictly administrative functions. If any of the following scenarios apply to your district, you must report it to us for proper classification:

- Non-administrative functions performed by any board member, such as occasionally working at a water/sewer, or other plant operations, helping with landscaping or maintenance, meter reading, plowing snow, and so forth.
- Entering into a contract with a party, whether verbally or written, to perform work for your district, when the party does not provide proof of his/her own workers' compensation insurance coverage.
- Hiring district employee(s).

Not reporting accurately may also affect prior years' coverages as the NCCI administrative rules allow for Audits to be conducted and reconciled for corrected contribution payments for the prior three (3) years.

It is important to note that board members are considered employees under the current Colorado Revised Statute while in the course and scope of their board member administrative duties; therefore, coverage is required unless the district opts out by filing a statement with the Colorado Division of Workers' Compensation no less than 45 days before the start of the coverage year along with an annual resolution adopted and signed by each board member. If the district decides to opt out, please send us a copy of the statement and resolution so that we can properly update our file and non-renew the district's coverage. **Please also note that opting out or canceling BMO coverage will lead to the loss of the 8% Multi Program Discount associated with the district's Property & Liability coverage.**

Finally, the district may qualify for the CSD Pool's SDA Conference Scholarship Program. The CSD Pool sponsors board members who have never attended a Special District Association of Colorado (SDA) Annual Conference in September.

Thank you for renewing your Workers' Compensation Board Member Only coverage with us. If you have any questions regarding your renewal, please do not hesitate to contact us.

**TCW Risk Management Renewal Team**

On behalf of Nikki Rickord & Sebastian Arulraj

303.872.1930 • [tcwinfo@tcwrm.com](mailto:tcwinfo@tcwrm.com)



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## Workers' Compensation Coverage Invoice

**District:** Airways Business Center Metropolitan District  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Broker:** TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage No.		Entity ID		Effective Date		Expiration Date		Invoice Date	
24WC-60370-0206		60370		1/1/2024		EOD 12/31/2024		8/14/2023	
Class Code	Description	No. of Employees		No. of Volunteers	2024 Rate	2024 Estimated Employee Payroll	2024 Estimated Volunteer Payroll	Estimated Manual Contribution	
		FT	PT						
8811	Board Member Coverage	0	0	5	0.75		\$6,000.00	\$45.00	

Manual Contribution:			\$45.00
Experience Modification:	×		1.00
Modified Contribution:	=		\$45.00
Minimum Contribution:			\$450.00
Contribution Volume Credit:	-		\$0.00
Designated Provider Discount:	-		\$0.00
Cost Containment Credit:	×		1.00
Manual Adjustment:	×		
Multi-Program Discount:	×		1.00
Estimated Annual Contribution:			\$450.00
Pro Rata Factor:	×		1.00
<b>Total Estimated Contribution:</b>	<b>=</b>		<b>\$450.00</b>
<b>Total Amount Due:</b>			<b>\$450.00</b>

**Estimated payroll is subject to yearend audit.  
Commission \$27.00 (9% first year and 6% thereafter) is paid to the broker reflected above.**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

**Please remit to:** Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
billing@csdpool.org  
800-318-8870 ext. 3



## Workers' Compensation and Employer's Liability Declarations Page

**Coverage Number:** 24WC-60370-0206  
**Coverage Period:** 1/1/2024 — EOD 12/31/2024

**FEIN:** 68-0575502  
**Entity ID:** 60370

**Named Member:**  
 Airways Business Center Metropolitan District  
 c/o CliftonLarsonAllen LLP  
 8390 East Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111-2814

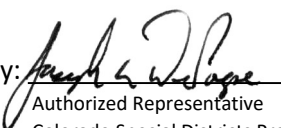
**Broker of Record:**  
 TCW Risk Management  
 384 Inverness Parkway  
 Suite 170  
 Englewood, CO 80112

**Coverage is provided for only those coverages and classifications indicated below.**

**State:** Colorado  
**Limits of Liability:** Coverage A Workers' Compensation Statutory  
 Coverage B Employer's Liability \$2,000,000  
**Annual Contribution:** \$450.00

Class	Description	2024 Estimated Employee Payroll	2024 Estimated Volunteer Payroll
8811	Board Member Coverage		\$6,000.00

This Declarations page is made and is mutually accepted by the Pool and Named Member subject to all terms that are made a part of the Workers' Compensation Coverage Document. This Declarations page represents only a brief summary of coverages. Please refer to the Coverage Document at [csdpool.org](http://csdpool.org) for actual coverages, terms, conditions, and exclusions. Named Member must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement.

Countersigned by:   
 Authorized Representative  
 Colorado Special Districts Property and Liability Pool

Date: 8/14/2023



## Payment Instructions

The contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
1800 SW 1<sup>st</sup> Ave, Suite 400  
Portland, OR 97201

**To ensure that your payment is accurately applied, please always include a copy of the invoice.**

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60<sup>th</sup> day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at [sdaco.org](http://sdaco.org) for member information.

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.

**Airways Business Center Metropolitan District  
Claims Listing  
From 10/08/22 to 10/06/23**

**Claims Paid via e-payment/bill.com**

<b>Vendor</b>	<b>Ref #</b>	<b>Description</b>	<b>Date</b>	<b>Total Amount</b>
Aurora Media Group	103885	Miscellaneous	1/13/2023	\$ 40.10
CAM Services	M01012446	Repairs and maintenance	1/18/2023	280.00
CAM Services	M02012421	Repairs and maintenance	2/24/2023	280.00
CAM Services	M03012433	Repairs and maintenance	3/31/2023	280.00
CAM Services	M04012445	Repairs and maintenance	5/2/2023	280.00
CAM Services	M05012435	Repairs and maintenance	6/9/2023	280.00
CAM Services	M06012434	Repairs and maintenance	6/26/2023	280.00
CAM Services	M07012419	Repairs and maintenance	7/25/2023	280.00
CAM Services	M08012430	Repairs and maintenance	8/17/2023	280.00
CAM Services	M09012308	Repairs and maintenance	11/30/2022	280.00
CAM Services	M09012442	Repairs and maintenance	9/27/2023	280.00
CAM Services	M10012320	Repairs and maintenance	10/27/2022	280.00
CAM Services	M11012310	Repairs and maintenance	11/30/2022	280.00
CAM Services	M12012306	Repairs and maintenance	12/16/2022	280.00
CBRE	ASV0265626C	Property management	10/27/2022	600.00
CBRE	ASV0267812C	Property management	10/27/2022	600.00
CBRE	ASV0269998C	Property management	11/30/2022	600.00
CBRE	ASV0272193C	Property management	1/18/2023	600.00
CBRE	ASV0274422C	Property management	1/18/2023	600.00
CBRE	ASV0276638C	Property management	2/24/2023	600.00
CBRE	ASV0278856C	Property management	3/31/2023	600.00
CBRE	ASV0281080C	Property management	7/25/2023	600.00
CBRE	ASV0283296C	Filing 2 1st Amendment LDA	6/9/2023	600.00
CBRE	ASV0285535C	Property management	7/25/2023	600.00
CBRE	ASV0287789C	Property management	8/17/2023	600.00
CBRE	ASV0290054C	Property management	8/17/2023	600.00
CBRE	ASV0292290C	Property management	9/27/2023	600.00
CliftonLarsonAllen, LLP	3403522	Accounting	10/27/2022	784.80
CliftonLarsonAllen, LLP	3405091	District management	10/27/2022	538.40
CliftonLarsonAllen, LLP	3438042	Accounting	11/30/2022	610.50
CliftonLarsonAllen, LLP	3438819	District management	11/30/2022	2,546.57
CliftonLarsonAllen, LLP	3475631	District management	11/30/2022	2,963.26
CliftonLarsonAllen, LLP	3476864	Accounting	11/30/2022	3,219.23
CliftonLarsonAllen, LLP	3504250	District management	1/18/2023	854.38
CliftonLarsonAllen, LLP	3504821	Accounting	1/18/2023	808.73
CliftonLarsonAllen, LLP	3537745	Accounting	1/18/2023	1,624.01
CliftonLarsonAllen, LLP	3538416	District management	2/24/2023	1,140.83
CliftonLarsonAllen, LLP	3561143	Accounting	3/31/2023	2,848.84
CliftonLarsonAllen, LLP	3561592	District management	3/31/2023	2,305.48
CliftonLarsonAllen, LLP	3595556	Accounting	3/31/2023	1,066.76
CliftonLarsonAllen, LLP	3601054	District management	5/2/2023	1,729.04
CliftonLarsonAllen, LLP	3647305	Accounting	5/2/2023	1,764.30
CliftonLarsonAllen, LLP	3648650	District management	5/2/2023	798.55
CliftonLarsonAllen, LLP	3716698	Accounting	6/9/2023	1,286.93
CliftonLarsonAllen, LLP	3722650	District management	6/26/2023	646.28
CliftonLarsonAllen, LLP	3760744	Accounting	6/26/2023	935.25
CliftonLarsonAllen, LLP	3765318	District management	7/25/2023	388.00
CliftonLarsonAllen, LLP	3798322	Accounting	8/17/2023	2,217.34
CliftonLarsonAllen, LLP	3800143	District management	8/17/2023	1,803.19
CliftonLarsonAllen, LLP	3831448	District management	8/17/2023	1,504.32

Vendor	Ref #	Description	Date	Total Amount
CliftonLarsonAllen, LLP	3835079	Accounting	9/27/2023	910.30
CliftonLarsonAllen, LLP	3869531	Accounting	9/27/2023	1,580.46
CO Special Dist. Prop & Liab. Pool	23PL-60370-2330	Prepaid insurance	12/2/2022	2,680.00
CO Special Dist. Prop & Liab. Pool	23WC-60370-0262	Prepaid insurance	10/27/2022	450.00
Martinson Services	LD23136	Landscape maintenance	10/27/2022	1,900.00
Martinson Services	LD23214	Landscape maintenance	11/30/2022	260.00
Martinson Services	LD23427	Landscape maintenance	10/27/2022	1,900.00
Martinson Services	LD23670	Landscape maintenance	11/30/2022	1,900.00
Martinson Services	LD23847	Landscape maintenance	12/16/2022	1,900.00
Martinson Services	LD23927	Landscape maintenance	3/31/2023	1,938.00
Martinson Services	LD24044	Landscape maintenance	3/31/2023	1,938.00
Martinson Services	LD24117	Landscape maintenance	5/2/2023	1,938.00
Martinson Services	LD24192	Landscaping	6/9/2023	1,938.00
Martinson Services	LD24367	Landscaping	6/9/2023	1,938.00
Martinson Services	LD24593	Landscaping	7/25/2023	1,938.00
Martinson Services	LD24962	Irrigation service fees	7/25/2023	2,925.00
Martinson Services	LD24963	Irrigation service fees	7/25/2023	410.15
Martinson Services	LD25041	Landscaping	8/17/2023	1,938.00
Martinson Services	LD25261	Landscaping	8/17/2023	1,938.00
Martinson Services	LD25408	Landscaping	8/17/2023	150.00
Martinson Services	LD25455	Landscaping	8/17/2023	142.00
McGeady Becher, PC	Aug-22	Legal services	10/27/2022	157.50
McGeady Becher, PC	Sep-22	Legal services	11/30/2022	255.00
McGeady Becher, PC	Oct-22	Election expense	12/2/2022	112.50
McGeady Becher, PC	Oct-22	Legal services	12/2/2022	2,469.75
McGeady Becher, PC	Nov-22	Legal services	12/16/2022	255.00
McGeady Becher, PC	Dec-22	Legal services	2/24/2023	227.50
McGeady Becher, PC	Dec-22	Election expense	2/24/2023	265.00
McGeady Becher, PC	Jan-23	Election expense	3/31/2023	249.98
McGeady Becher, PC	Jan-23	Legal services	3/31/2023	919.23
McGeady Becher, PC	Feb-23	Election expense	5/2/2023	642.36
McGeady Becher, PC	Feb-23	Legal services	5/2/2023	2,013.72
McGeady Becher, PC	April-23	Election	6/26/2023	181.80
McGeady Becher, PC	April-23	Legal	6/26/2023	436.62
McGeady Becher, PC	June-23	Election	8/17/2023	0.11
McGeady Becher, PC	June-23	Legal	8/17/2023	432.05
McGeady Becher, PC	July-23	Election	9/27/2023	3.30
McGeady Becher, PC	July-23	Legal	9/27/2023	135.65
McGeady Becher, PC	March-23	Election	9/27/2023	215.70
McGeady Becher, PC	March-23	Legal	9/27/2023	951.79
McGeady Becher, PC	May-23	Election	9/27/2023	22.72
McGeady Becher, PC	May-23	Legal	9/27/2023	93.30
Special District Association	2023 Dues	Dues and licenses	3/31/2023	407.81
TCW Risk Management	12054	Prepaid insurance	12/2/2022	775.00
<b>TOTAL</b>				<b>\$ 89,700.39</b>

**Claims Paid via ACH**

Aurora Water	Nov-22	Water - irrigation	12/13/2022	83.85
Aurora Water	Oct-22	Water - irrigation	12/13/2022	913.04
Aurora Water	Oct-22	Water - irrigation	12/13/2022	1,552.58
Aurora Water	Nov-22	Water - irrigation	12/13/2022	526.51
Aurora Water	Oct-22	Water - irrigation	12/13/2022	183.65
Aurora Water	Oct-22	Water - irrigation	12/13/2022	1,688.55
Aurora Water	March-23	Water - irrigation	1/1/2023	18.91
Aurora Water	Sep-22	Water - irrigation	1/1/2023	3,913.04
Aurora Water	March-23	Water - irrigation	1/1/2023	12.91



<b>Vendor</b>	<b>Ref #</b>	<b>Description</b>	<b>Date</b>	<b>Total Amount</b>
Aurora Water	Sep-22	Water - irrigation	1/1/2023	3,183.65
Aurora Water	Dec-22	Water - irrigation	1/12/2023	94.83
Aurora Water	Dec-22	Water - irrigation	1/12/2023	95.86
Aurora Water	Jan-23	Water - irrigation	3/24/2023	18.64
Aurora Water	Jan-23	Water - irrigation	3/24/2023	12.72
Aurora Water	Feb-23	Water - irrigation	4/20/2023	18.91
Aurora Water	Feb-23	Water - irrigation	4/20/2023	12.91
Aurora Water	April-23	Water - irrigation	5/15/2023	18.91
Aurora Water	April-23	Water - irrigation	5/15/2023	12.91
Aurora Water	May-23	Water - irrigation	6/13/2023	18.91
Aurora Water	May-23	Water - irrigation	6/13/2023	604.27
Aurora Water	June-23	Water - irrigation	7/25/2023	76.69
Aurora Water	June-23	Water - irrigation	7/25/2023	754.42
Aurora Water	Jul-23	Water - irrigation	8/17/2023	64.99
Aurora Water	July-23	Water - irrigation	8/17/2023	473.71
Aurora Water	Aug-23	Water - irrigation	9/13/2023	1,639.39
<b>TOTAL</b>				<u>\$ 15,994.76</u>
			<b>Grand Total</b>	<u>\$ 105,695.15</u>

**AIRWAYS BUSINESS CENTER METRO DISTRICT**  
**FINANCIAL STATEMENTS**  
**JULY 31, 2023**

**Airways Business Center Metro District  
Balance Sheet - Governmental Funds  
July 31, 2023**

	<b>General</b>	<b>Total</b>
<b>Assets</b>		
Checking Account	\$ 8,426.48	\$ 8,426.48
Colotrust	842,981.01	842,981.01
Receivable from County Treasurer	1,152.12	1,152.12
<b>Total Assets</b>	<b>\$ 852,559.61</b>	<b>\$ 852,559.61</b>
 <b>Liabilities</b>		
Accounts Payable	\$ 11,658.47	\$ 11,658.47
Due to County Treasurer	1,845.02	1,845.02
<b>Total Liabilities</b>	<b>13,503.49</b>	<b>13,503.49</b>
 <b>Fund Balances</b>	<b>839,056.12</b>	<b>839,056.12</b>
 <b>Liabilities and Fund Balances</b>	<b>\$ 852,559.61</b>	<b>\$ 852,559.61</b>

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

**Airways Business Center Metro District**  
**General Fund Statement of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending July 31, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 193,164.00	\$ 192,183.22	\$ 980.78
Specific ownership taxes	16,521.00	6,349.09	10,171.91
Interest income	5,000.00	21,845.24	(16,845.24)
Total Revenue	<u>214,685.00</u>	<u>220,377.55</u>	<u>(5,692.55)</u>
Expenditures			
Accounting	23,000.00	11,029.72	11,970.28
County Treasurer's fee	2,897.00	2,891.44	5.56
Directors' fees	1,500.00	-	1,500.00
Dues and membership	600.00	407.81	192.19
Insurance	4,500.00	3,905.00	595.00
District management	18,000.00	9,174.86	8,825.14
Legal	10,000.00	4,982.36	5,017.64
Miscellaneous	500.00	35.00	465.00
Payroll taxes	115.00	-	115.00
Election	2,000.00	1,315.97	684.03
Landscaping	54,000.00	15,526.00	38,474.00
Water	12,000.00	2,950.92	9,049.08
Property management	7,200.00	4,200.00	3,000.00
Stormwater maintenance	15,000.00	3,627.15	11,372.85
Engineering	5,000.00	-	5,000.00
Contingency	8,688.00	-	8,688.00
Total Expenditures	<u>165,000.00</u>	<u>60,046.23</u>	<u>104,953.77</u>
Net Change in Fund Balances	49,685.00	160,331.32	(110,646.32)
Fund Balance - Beginning	652,334.00	678,724.80	(26,390.80)
Fund Balance - Ending	<u>\$ 702,019.00</u>	<u>\$ 839,056.12</u>	<u>\$ (137,037.12)</u>

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

## **SUPPLEMENTARY INFORMATION**

**AIRWAYS BUSINESS CENTER METROPOLITAN DISTRICT**  
**Schedule of Cash Position**  
**July 31, 2023**  
Updated as of September 13, 2023

	<b>General Fund</b>
<b><u>1st Bank - Checking Account</u></b>	
Balance as of 07/31/23	\$ 8,426.48
Subsequent activities:	
08/15/23 - Transfer from Colotrust	15,000.00
08/17/23 - Bill.com Payables	(12,143.71)
<i>Anticipated Vouchers Payables</i>	<i>(6,432.61)</i>
<i>Anticipated Balance</i>	<i>4,850.16</i>
 <b><u>COLOTRUST - Investments</u></b>	
Balance as of 07/31/23	842,981.01
Subsequent activities:	
08/10/23 - July Property Tax	1,152.12
08/15/23 - Transfer to Checking	(15,000.00)
08/31/23 - Interest Income	3,876.30
<i>Anticipated Balance</i>	<i>833,009.43</i>
 <b><i>Total Anticipated Balances</i></b>	 <b><i>\$ 837,859.59</i></b>
 <b><u>Yield information for 08/31/23:</u></b>	
COLOTRUST - 5.45%	

**AIRWAYS BUSINESS CENTER METROPOLITAN DISTRICT**  
**Property Taxes Reconciliation**  
**2023**

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	\$ 1,198.97	0.00%	0.00%
February	584.02	-	1,060.45	-	(20.20)	-	1,624.27	0.30%	0.30%	89,589.86	45.50%	45.50%
March	102,038.20	-	1,099.28	-	(1,530.58)	-	101,606.90	52.82%	53.13%	15,737.99	6.81%	52.31%
April	88,844.70	-	(50.82)	-	(1,332.67)	-	87,461.21	45.99%	99.12%	87,117.76	44.83%	97.14%
May	885.10	-	2,059.73	-	(10.52)	-	2,934.31	0.46%	99.58%	9,330.19	3.92%	101.06%
June	219.50	(388.30)	1,028.33	(41.42)	2.53	-	820.64	-0.09%	99.49%	2,742.26	0.87%	101.92%
July	-	-	1,152.12	-	-	-	1,152.12	0.00%	99.49%	3,294.75	0.38%	102.30%
August	-	-	-	-	-	-	-	0.00%	99.49%	1,132.29	0.00%	102.30%
September	-	-	-	-	-	-	-	0.00%	99.49%	1,913.17	0.00%	102.30%
October	-	-	-	-	-	-	-	0.00%	99.49%	1,245.41	0.00%	102.30%
November	-	-	-	-	-	-	-	0.00%	99.49%	1,180.35	0.00%	102.30%
December	-	-	-	-	-	-	-	0.00%	99.49%	-	-1.46%	100.85%
<b>Total</b>	<b>\$ 192,571.52</b>	<b>\$ (388.30)</b>	<b>\$ 6,349.09</b>	<b>\$ (41.42)</b>	<b>\$ (2,891.44)</b>	<b>\$ -</b>	<b>\$ 195,599.45</b>	<b>99.49%</b>	<b>99.49%</b>	<b>\$ 214,483.00</b>	<b>100.85%</b>	<b>100.85%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
193,164	100.00%	\$ 192,183.22	99.49%
193,164	100.00%	\$ 192,183.22	99.49%

Assessed Valuation	Mill Levy
	10.000
\$ 19,746,000	10.000

**Property Tax**  
General Fund

**Specific Ownership Tax**  
General Fund

**Treasurer's Fees**  
General Fund

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

**AIRWAYS BUSINESS CENTER METROPOLITAN DISTRICT  
2023 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District was organized to provide construction, installation, financing and operation of public improvements, including street and safety improvements, water, sanitary sewer, storm drainage, park and recreation facilities, and mosquito control. The District's service area is located entirely within the City of Aurora, Adams County, Colorado.

The District was organized on November 12, 2003. The District's organizational election approved general obligation indebtedness of \$3,678,750 for street and safety improvements, \$925,000 for water supply system, \$2,590,000 for sanitary sewer system, \$50,000 for parks and recreation, \$7,243,750 for refinancing of District debt, and \$625,000 for general operations and maintenance. The election also approved an annual increase in taxes of \$100,000 for general operations and maintenance. Additionally, the election allows the District to collect, spend, and retain revenues beyond limitations, other than ad valorem taxes, without regard to the limitations contained in Article X, Section 20 of the Colorado constitution.

On November 4, 2014, an election approved an annual increase in taxes of \$5,000,000 for District administration, operations, maintenance and capital expenses. Additionally, the election allows the District to collect, spend, and retain revenues beyond limitations, other than ad valorem taxes, without regard to the limitations contained in Article X, Section 20 of the Colorado constitution.

Emergency reserves, required under TABOR have been provided.

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

**Revenues**

**Property Taxes**

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

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



**AIRWAYS BUSINESS CENTER METROPOLITAN DISTRICT  
2023 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (continued)**

**Property Taxes (continued)**

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

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7.00% of the property taxes collected by the General Fund.

**Net Investment Income**

Interest earned on the District's available funds has been estimated based on historical interest earnings.

**Expenditures**

**Administrative Expenditures**

Administrative and operating expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance, landscaping and other administrative expenses.

**County Treasurer's Fees**

County Treasurer's fees have been computed at 1.50% of property tax collections.

**Debt and Leases**

The District has no debt nor operating or capital leases.

**Reserves**

**Emergency Reserve**

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending, as defined under TABOR.

**APPLICATION FOR EXEMPTION FROM AUDIT**

**LONG FORM**

NAME OF GOVERNMENT ADDRESS	Airways Business Center Metropolitan District
	8390 E Crescent Parkway
	Suite 300 Greenwood Village, CO 80111
CONTACT PERSON	Jason Carroll
PHONE	303-779-5710
EMAIL	Jason.Carroll@claconnect.com

For the Year Ended  
12/31/2022  
or fiscal year ended:

**CERTIFICATION OF PREPARER**

I certify that I am an independent accountant with knowledge of governmental accounting and that the information in the Application is complete and accurate to the best of my knowledge. I am aware that the Audit Law requires that a person independent of the entity complete the application if revenues or expenditure are at least \$100,000 but not more than \$750,000, and that independent means someone who is separate from the entity.

NAME:	Janece Soendker
TITLE	Accountant for the District
FIRM NAME (if applicable)	CliftonLarsonAllen LLP
ADDRESS	8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111
PHONE	303-779-5710
DATE PREPARED	3/16/2023
RELATIONSHIP TO ENTITY	CPA Firm providing accounting services to the District

**PREPARER** (SIGNATURE REQUIRED)

**SEE ATTACHED ACCOUNTANT'S COMPILATION REPORT**

Has the entity filed for, or has the district filed, a Title 32, Article 1 Special District Notice of Inactive Status during the year? [Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.]

YES	NO	If Yes, date filed:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	

**PART 1 - FINANCIAL STATEMENTS - BALANCE SHEET**

\* Indicate Name of Fund

NOTE: Attach additional sheets as necessary.

Please use this space to provide explanation of any items on this page

Line #	Description	Governmental Funds		Description	Proprietary/Fiduciary Funds	
		Fund*	Fund*		Fund*	Fund*
<b>Assets</b>				<b>Assets</b>		
1-1	Cash & Cash Equivalents	\$ 12,729	\$ -	Cash & Cash Equivalents	\$ -	\$ -
1-2	Investments	\$ 669,647	\$ -	Investments	\$ -	\$ -
1-3	Receivables	\$ -	\$ -	Receivables	\$ -	\$ -
1-4	Due from Other Entities or Funds	\$ -	\$ -	Due from Other Entities or Funds	\$ -	\$ -
1-5	Property Tax Receivable	\$ -	\$ -	Other Current Assets [specify...]	\$ -	\$ -
	All Other Assets [specify...]					
1-6	Prepaid Insurance	\$ 3,905	\$ -			
1-7		\$ -	\$ -	<b>Total Current Assets</b>	\$ -	\$ -
1-8		\$ -	\$ -	Capital & Right to Use Assets, net (from Part 6-4)	\$ -	\$ -
1-9		\$ -	\$ -	Other Long Term Assets [specify...]	\$ -	\$ -
1-10		\$ -	\$ -		\$ -	\$ -
1-11	<b>(add lines 1-1 through 1-10) TOTAL ASSETS</b>	\$ 686,281	\$ -	<b>(add lines 1-1 through 1-10) TOTAL ASSETS</b>	\$ -	\$ -
<b>Deferred Outflows of Resources:</b>				<b>Deferred Outflows of Resources</b>		
1-12	Property Taxes Receivable	\$ 193,164	\$ -	[specify...]	\$ -	\$ -
1-13	[specify...]	\$ -	\$ -	[specify...]	\$ -	\$ -
1-14	<b>(add lines 1-12 through 1-13) TOTAL DEFERRED OUTFLOWS</b>	\$ 193,164	\$ -	<b>(add lines 1-12 through 1-13) TOTAL DEFERRED OUTFLOWS</b>	\$ -	\$ -
1-15	<b>TOTAL ASSETS AND DEFERRED OUTFLOWS</b>	\$ 879,445	\$ -	<b>TOTAL ASSETS AND DEFERRED OUTFLOWS</b>	\$ -	\$ -
<b>Liabilities</b>				<b>Liabilities</b>		
1-16	Accounts Payable	\$ 5,711	\$ -	Accounts Payable	\$ -	\$ -
1-17	Accrued Payroll and Related Liabilities	\$ -	\$ -	Accrued Payroll and Related Liabilities	\$ -	\$ -
1-18	Unearned Property Tax Revenue	\$ -	\$ -	Accrued Interest Payable	\$ -	\$ -
1-19	Due to Other Entities or Funds	\$ 1,845	\$ -	Due to Other Entities or Funds	\$ -	\$ -
1-20	All Other Current Liabilities	\$ -	\$ -	All Other Current Liabilities	\$ -	\$ -
1-21	<b>(add lines 1-16 through 1-20) TOTAL CURRENT LIABILITIES</b>	\$ 7,556	\$ -	<b>(add lines 1-16 through 1-20) TOTAL CURRENT LIABILITIES</b>	\$ -	\$ -
1-22	All Other Liabilities [specify...]	\$ -	\$ -	Proprietary Debt Outstanding (from Part 4-4)	\$ -	\$ -
1-23		\$ -	\$ -	Other Liabilities [specify...]:	\$ -	\$ -
1-24		\$ -	\$ -		\$ -	\$ -
1-25		\$ -	\$ -		\$ -	\$ -
1-26		\$ -	\$ -		\$ -	\$ -
1-27	<b>(add lines 1-21 through 1-26) TOTAL LIABILITIES</b>	\$ 7,556	\$ -	<b>(add lines 1-21 through 1-26) TOTAL LIABILITIES</b>	\$ -	\$ -
<b>Deferred Inflows of Resources:</b>				<b>Deferred Inflows of Resources</b>		
1-28	Deferred Property Taxes	\$ 193,164	\$ -	Pension/OPEB Related	\$ -	\$ -
1-29	Lease related (as lessor)	\$ -	\$ -	Other [specify...]	\$ -	\$ -
1-30	<b>(add lines 1-28 through 1-29) TOTAL DEFERRED INFLOWS</b>	\$ 193,164	\$ -	<b>(add lines 1-28 through 1-29) TOTAL DEFERRED INFLOWS</b>	\$ -	\$ -
<b>Fund Balance</b>				<b>Net Position</b>		
1-31	Nonspendable Prepaid	\$ 3,905	\$ -	Net Investment in Capital Assets	\$ -	\$ -
1-32	Nonspendable Inventory	\$ -	\$ -			
1-33	Restricted : Emergency	\$ 8,400	\$ -	Emergency Reserves	\$ -	\$ -
1-34	Reserve Committed	\$ -	\$ -	Other Designations/Reserves	\$ -	\$ -
1-35	[specify...] Assigned	\$ -	\$ -	Restricted	\$ -	\$ -
1-36	[specify...] Unassigned:	\$ 666,420	\$ -	Undesignated/Unreserved/Unrestricted	\$ -	\$ -
1-37	<b>Add lines 1-31 through 1-36</b>			<b>Add lines 1-31 through 1-36</b>		
	This total should be the same as line 3-33			This total should be the same as line 3-33		
	<b>TOTAL FUND BALANCE</b>	\$ 678,725	\$ -	<b>TOTAL NET POSITION</b>	\$ -	\$ -
1-38	<b>Add lines 1-27, 1-30 and 1-37</b>			<b>Add lines 1-27, 1-30 and 1-37</b>		
	This total should be the same as line 1-15			This total should be the same as line 1-15		
	<b>TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCE</b>	\$ 879,445	\$ -	<b>TOTAL LIABILITIES, DEFERRED INFLOWS, AND NET POSITION</b>	\$ -	\$ -

**PART 2 - FINANCIAL STATEMENTS - OPERATING STATEMENT - REVENUES**

Line #	Description	Governmental Funds		Description	Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page	
		Fund*	Fund*		Fund*	Fund*		
<b>Tax Revenue</b>				<b>Tax Revenue</b>				
2-1	Property [include mills levied in Question 10-6]	\$ 199,129	\$ -	Property [include mills levied in Question 10-6]	\$ -	\$ -		
2-2	Specific Ownership	\$ 14,565	\$ -	Specific Ownership	\$ -	\$ -		
2-3	Sales and Use Tax	\$ -	\$ -	Sales and Use Tax	\$ -	\$ -		
2-4	Other Tax Revenue [specify...]:	\$ -	\$ -	Other Tax Revenue [specify...]:	\$ -	\$ -		
2-5		\$ -	\$ -		\$ -	\$ -		
2-6		\$ -	\$ -		\$ -	\$ -		
2-7		\$ -	\$ -		\$ -	\$ -		
2-8	<b>Add lines 2-1 through 2-7 TOTAL TAX REVENUE</b>	\$ 213,694	\$ -	<b>Add lines 2-1 through 2-7 TOTAL TAX REVENUE</b>	\$ -	\$ -		
2-9	Licenses and Permits	\$ -	\$ -	Licenses and Permits	\$ -	\$ -		
2-10	Highway Users Tax Funds (HUTF)	\$ -	\$ -	Highway Users Tax Funds (HUTF)	\$ -	\$ -		
2-11	Conservation Trust Funds (Lottery)	\$ -	\$ -	Conservation Trust Funds (Lottery)	\$ -	\$ -		
2-12	Community Development Block Grant	\$ -	\$ -	Community Development Block Grant	\$ -	\$ -		
2-13	Fire & Police Pension	\$ -	\$ -	Fire & Police Pension	\$ -	\$ -		
2-14	Grants	\$ -	\$ -	Grants	\$ -	\$ -		
2-15	Donations	\$ -	\$ -	Donations	\$ -	\$ -		
2-16	Charges for Sales and Services	\$ -	\$ -	Charges for Sales and Services	\$ -	\$ -		
2-17	Rental Income	\$ -	\$ -	Rental Income	\$ -	\$ -		
2-18	Fines and Forfeits	\$ -	\$ -	Fines and Forfeits	\$ -	\$ -		
2-19	Interest/Investment Income	\$ 13,933	\$ -	Interest/Investment Income	\$ -	\$ -		
2-20	Tap Fees	\$ -	\$ -	Tap Fees	\$ -	\$ -		
2-21	Proceeds from Sale of Capital Assets	\$ -	\$ -	Proceeds from Sale of Capital Assets	\$ -	\$ -		
2-22	All Other [specify...]: Beginning Bank Account	\$ -	\$ -	All Other [specify...]:	\$ -	\$ -		
2-23		\$ -	\$ -		\$ -	\$ -		
2-24	<b>Add lines 2-8 through 2-23 TOTAL REVENUES</b>	\$ 227,627	\$ -	<b>Add lines 2-8 through 2-23 TOTAL REVENUES</b>	\$ -	\$ -		
<b>Other Financing Sources</b>				<b>Other Financing Sources</b>				
2-25	Debt Proceeds	\$ -	\$ -	Debt Proceeds	\$ -	\$ -		
2-26	Lease Proceeds	\$ -	\$ -	Lease Proceeds	\$ -	\$ -		
2-27	Developer Advances	\$ -	\$ -	Developer Advances	\$ -	\$ -		
2-28	Other [specify...]:	\$ -	\$ -	Other [specify...]:	\$ -	\$ -		
2-29	<b>Add lines 2-25 through 2-28 TOTAL OTHER FINANCING SOURCES</b>	\$ -	\$ -	<b>Add lines 2-25 through 2-28 TOTAL OTHER FINANCING SOURCES</b>	\$ -	\$ -	<b>GRAND TOTALS</b>	
2-30	<b>Add lines 2-24 and 2-29 TOTAL REVENUES AND OTHER FINANCING SOURCES</b>	\$ 227,627	\$ -	<b>Add lines 2-24 and 2-29 TOTAL REVENUES AND OTHER FINANCING SOURCES</b>	\$ -	\$ -	\$ 227,627	

**IF GRAND TOTAL REVENUES AND OTHER FINANCING SOURCES for all funds (Line 2-29) are GREATER than \$750,000 -STOP-** You may not use this form. An audit may be required. See Section 29-1-604, C.R.S., or contact the OSA Local Government Division at (303) 869-3000 for assistance.

**PART 3 - FINANCIAL STATEMENTS - OPERATING STATEMENT - EXPENDITURES/EXPENSES**

Line #	Description	Governmental Funds		Description	Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
		Fund*	Fund*		Fund*	Fund*	
	<b>Expenditures</b>			<b>Expenses</b>			
3-1	General Government	\$ 111,841	\$ -	General Operating & Administrative	\$ -	\$ -	
3-2	Judicial	\$ -	\$ -	Salaries	\$ -	\$ -	
3-3	Law Enforcement	\$ -	\$ -	Payroll Taxes	\$ -	\$ -	
3-4	Fire	\$ -	\$ -	Contract Services	\$ -	\$ -	
3-5	Highways & Streets	\$ -	\$ -	Employee Benefits	\$ -	\$ -	
3-6	Solid Waste	\$ -	\$ -	Insurance	\$ -	\$ -	
3-7	Contributions to Fire & Police Pension Assoc.	\$ -	\$ -	Accounting and Legal Fees	\$ -	\$ -	
3-8	Health	\$ -	\$ -	Repair and Maintenance	\$ -	\$ -	
3-9	Culture and Recreation	\$ -	\$ -	Supplies	\$ -	\$ -	
3-10	Transfers to other districts	\$ -	\$ -	Utilities	\$ -	\$ -	
3-11	Other [specify...]:	\$ -	\$ -	Contributions to Fire & Police Pension Assoc.	\$ -	\$ -	
3-12		\$ -	\$ -	Other [specify...]	\$ -	\$ -	
3-13		\$ -	\$ -		\$ -	\$ -	
3-14	Capital Outlay	\$ -	\$ -	Capital Outlay	\$ -	\$ -	
	Debt Service			Debt Service			
3-15	Principal (should match amount in 4-4)	\$ -	\$ -	Principal (should match amount in 4-4)	\$ -	\$ -	
3-16	Interest	\$ -	\$ -	Interest	\$ -	\$ -	
3-17	Bond Issuance Costs	\$ -	\$ -	Bond Issuance Costs	\$ -	\$ -	
3-18	Developer Principal Repayments	\$ -	\$ -	Developer Principal Repayments	\$ -	\$ -	
3-19	Developer Interest Repayments	\$ -	\$ -	Developer Interest Repayments	\$ -	\$ -	
3-20	All Other [specify...]:	\$ -	\$ -	All Other [specify...]:	\$ -	\$ -	
3-21		\$ -	\$ -		\$ -	\$ -	
3-22	<b>Add lines 3-1 through 3-21</b>	\$ 111,841	\$ -	<b>Add lines 3-1 through 3-21</b>	\$ -	\$ -	
	<b>TOTAL EXPENDITURES</b>			<b>TOTAL EXPENSES</b>			<b>GRAND TOTAL</b>
3-23	Interfund Transfers (In)	\$ -	\$ -	Net Interfund Transfers (In) Out	\$ -	\$ -	\$ 111,841
3-24	Interfund Transfers Out	\$ -	\$ -	Other [specify...][enter negative for expense]	\$ -	\$ -	
3-25	Other Expenditures (Revenues):	\$ -	\$ -	Depreciation/Amortization	\$ -	\$ -	
3-26		\$ -	\$ -	Other Financing Sources (Uses) (from line 2-28)	\$ -	\$ -	
3-27		\$ -	\$ -	Capital Outlay (from line 3-14)	\$ -	\$ -	
3-28		\$ -	\$ -	Debt Principal (from line 3-15, 3-18)	\$ -	\$ -	
3-29	<b>(Add lines 3-23 through 3-28)</b>			<b>(Line 3-27, plus line 3-28, less line 3-26, less line 3-25, plus line 3-24) TOTAL GAAP RECONCILING ITEMS</b>	\$ -	\$ -	
3-30	Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures Line 2-29, less line 3-22, less line 3-29	\$ 115,786	\$ -	Net Increase (Decrease) in Net Position Line 2-29, less line 3-22, plus line 3-29, less line 3-23	\$ -	\$ -	
3-31	Fund Balance, January 1 from December 31 prior year report	\$ 562,939	\$ -	Net Position, January 1 from December 31 prior year report	\$ -	\$ -	
3-32	Prior Period Adjustment (MUST explain)	\$ -	\$ -	Prior Period Adjustment (MUST explain)	\$ -	\$ -	
3-33	Fund Balance, December 31			Net Position, December 31			
	Sum of Lines 3-30, 3-31, and 3-32			Sum of Lines 3-30, 3-31, and 3-32			
	This total should be the same as line 1-37.	\$ 678,725	\$ -	This total should be the same as line 1-37.	\$ -	\$ -	

**IF GRAND TOTAL EXPENDITURES for all funds (Line 3-22) are GREATER than \$750,000 - STOP. You may not use this form. An audit may be required. See Section 29-1-604, C.R.S., or contact the OSA Local Government Division at (303) 869-3000 for assistance.**

## PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

YES                      NO

Please use this space to provide any explanations or comments:

4-1	Does the entity have outstanding debt?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-2	Is the debt repayment schedule attached? If no, MUST explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	<input style="width: 450px;" type="text" value="There is no outstanding debt"/>				
4-3	Is the entity current in its debt service payments? If no, MUST explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	<input style="width: 450px;" type="text" value="There is no outstanding debt"/>				
4-4	Please complete the following debt schedule, if applicable: (please only include principal amounts)				
		Outstanding at beginning of year*	Issued during year	Retired during year	Outstanding at year-end
	General obligation bonds	\$ -	\$ -	\$ -	\$ -
	Revenue bonds	\$ -	\$ -	\$ -	\$ -
	Notes/Loans	\$ -	\$ -	\$ -	\$ -
	Lease Liabilities	\$ -	\$ -	\$ -	\$ -
	Developer Advances	\$ -	\$ -	\$ -	\$ -
	Other (specify):	\$ -	\$ -	\$ -	\$ -
	<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*must agree to prior year ending balance

Please answer the following questions by marking the appropriate boxes.		YES	NO	
4-5	Does the entity have any authorized, but unissued, debt [Section 29-1-605(2) C.R.S.]?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If yes:	How much?			\$ 12,752,500
	Date the debt was authorized:			11/4/2003
4-6	Does the entity intend to issue debt within the next calendar year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes:	How much?			\$ -
4-7	Does the entity have debt that has been refinanced that it is still responsible for?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes:	What is the amount outstanding?			\$ -
4-8	Does the entity have any lease agreements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes:	What is being leased?			<input style="width: 350px;" type="text"/>
	What is the original date of the lease?			<input style="width: 350px;" type="text"/>
	Number of years of lease?			<input style="width: 350px;" type="text"/>
	Is the lease subject to annual appropriation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	What are the annual lease payments?			\$ -

## PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.		AMOUNT	TOTAL	
5-1	YEAR-END Total of ALL Checking and Savings accounts	\$ 12,729		
5-2	Certificates of deposit	\$ -		
	<b>TOTAL CASH DEPOSITS</b>		<b>\$ 12,729</b>	
	Investments (if investment is a mutual fund, please list underlying investments):			
5-3	Colotrust	\$ 669,647		
		\$ -		
		\$ -		
		\$ -		
	<b>TOTAL INVESTMENTS</b>		<b>\$ 669,647</b>	
	<b>TOTAL CASH AND INVESTMENTS</b>		<b>\$ 682,376</b>	

Please use this space to provide any explanations or comments:

Please answer the following question by marking in the appropriate box		YES	NO	N/A	
5-4	Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5-5	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)? If no, MUST explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input style="width: 450px;" type="text"/>				

**PART 6 - CAPITAL AND RIGHT-TO-USE ASSETS**

Please answer the following question by marking in the appropriate box YES NO **Please use this space to provide any explanations or comments:**

- 6-1 Does the entity have capitalized assets?  YES  NO
- 6-2 Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.? If no, MUST explain:  YES  NO

6-3 Complete the following Capital & Right-To-Use Assets table for GOVERNMENTAL FUNDS:

	Balance - beginning of the year <sup>1</sup>	Additions <sup>2</sup>	Deletions	Year-End Balance
Land	\$ 18,102	\$ -	\$ -	\$ 18,102
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Leased Right-to-Use Assets	\$ -	\$ -	\$ -	\$ -
Intangible Assets	\$ -	\$ -	\$ -	\$ -
Other (explain): Public Art	\$ 11,691	\$ -	\$ -	\$ 11,691
Accumulated Amortization Right to Use Leased Assets (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 29,793</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 29,793</b>

6-4 Complete the following Capital & Right-To-Use Assets table for PROPRIETARY FUNDS:

	Balance - beginning of the year*	Additions	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Leased Right-to-Use Assets	\$ -	\$ -	\$ -	\$ -
Intangible Assets	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Amortization Right to Use Leased Assets (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\* Must agree to prior year-end balance  
 - Generally capital asset additions should be reported at capital outlay on line 3-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy

**PART 7 - PENSION INFORMATION**

\* YES NO **Please use this space to provide any explanations or comments:**

- 7-1 Does the entity have an "old hire" firefighters' pension plan?  YES  NO
- 7-2 Does the entity have a volunteer firefighters' pension plan?  YES  NO

If yes: Who administers the plan?

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
<b>TOTAL</b>	<b>\$ -</b>
What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?	\$ -

**PART 8 - BUDGET INFORMATION**

Please answer the following question by marking in the appropriate box		YES	NO	N/A	Please use this space to provide any explanations or comments:	
8-1	Did the entity file a current year budget with the Department of Local Affairs, in accordance with Section 29-1-113 C.R.S.? If no, MUST explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8-2	Did the entity pass an appropriations resolution in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
If yes: Please indicate the amount appropriated for each fund separately for the year reported						
Governmental/Proprietary Fund Name		Total Appropriations By Fund				
General Fund		\$	185,000			
		\$	-			
		\$	-			
		\$	-			

**PART 9 - TAX PAYER'S BILL OF RIGHTS (TABOR)**

Please answer the following question by marking in the appropriate box		YES	NO	Please use this space to provide any explanations or comments:
9-1	Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]? <small>Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

**PART 10 - GENERAL INFORMATION**

Please answer the following question by marking in the appropriate box		YES	NO	Please use this space to provide any explanations or comments: 10-4 To coordinate the construction, acquisition, financing, and maintenance of public improvements, including streets and safety control, water, sanitary sewer, storm drainage, mosquito control, and park and recreation improvements and facilities						
10-1	Is this application for a newly formed governmental entity? If yes: Date of formation: <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>							
10-2	Has the entity changed its name in the past or current year? If Yes: NEW name <input type="text"/> PRIOR name <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>							
10-3	Is the entity a metropolitan district?	<input checked="" type="checkbox"/>	<input type="checkbox"/>							
10-4	Please indicate what services the entity provides: <input type="text" value="See to the right."/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>							
10-5	Does the entity have an agreement with another government to provide services? If yes: List the name of the other governmental entity and the services provided: <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>							
10-6	Does the entity have a certified mill levy? If yes: Please provide the number of <u>mills</u> levied for the year reported (do not enter \$ amounts):	<input checked="" type="checkbox"/>	<input type="checkbox"/>							
<table border="1"> <tr> <td>Bond Redemption mills</td> <td>0.000</td> </tr> <tr> <td>General/Other mills</td> <td>10.000</td> </tr> <tr> <td><b>Total mills</b></td> <td><b>10.000</b></td> </tr> </table>		Bond Redemption mills	0.000		General/Other mills	10.000	<b>Total mills</b>	<b>10.000</b>		
Bond Redemption mills	0.000									
General/Other mills	10.000									
<b>Total mills</b>	<b>10.000</b>									

Please use this space to provide any additional explanations or comments not previously included:



**OSA USE ONLY**

<b>Entity Wide:</b>		<b>General Fund</b>		<b>Governmental Funds</b>		<b>Notes</b>	<b>33</b>
Unrestricted Cash & Investments	\$	682,376	Unrestricted Fund Balan	\$	666,4220	Total Tax Revenue	\$ 213,694
Current Liabilities	\$	7,556	Total Fund Balance	\$	678,725	Revenue Paying Debt Service	\$ -
Deferred Inflow	\$	193,164	PY Fund Balance	\$	562,939	Total Revenue	\$ 227,627
			Total Revenue	\$	227,627	Total Debt Service Principal	\$ -
			Total Expenditures	\$	111,841	Total Debt Service Interest	\$ -
			Interfund In	\$	-		
<b>Governmental</b>			Interfund Out	\$	-	<b>Enterprise Funds</b>	
Total Cash & Investments	\$	682,376	<b>Proprietary</b>			Net Position	\$ -
Transfers In	\$	-	- Current Assets	\$		- PY Net Position	\$ -
Transfers Out	\$	-	Deferred Outflow	\$		<b>Government-Wide</b>	
Property Tax	\$	199,129	- Current Liabilities	\$		- Total Outstanding Debt	\$ -
Debt Service Principal	\$	-	Deferred Inflow	\$		- Authorized but Unissued	\$ 12,752,500
Total Expenditures	\$	111,841	- Cash & Investments	\$		- Year Authorized	11/4/2003
Total Developer Advances	\$	-	- Principal Expense	\$			
Total Developer Repayments	\$	-					

**PART 12 - GOVERNING BODY APPROVAL**

Please answer the following question by marking in the appropriate box

YES

NO

12-1 If you plan to submit this form electronically, have you read the new Electronic Signature Policy?



**Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedures**

Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
  - a. Include a copy of an adopted resolution that documents formal approval by the Board, or
  - b. Include electronic signatures obtained through a software program such as DocuSign or Echosign in accordance with the requirements noted above.

Below is the certification and approval of the governing body. By signing, each individual member is certifying they are a duly elected or appointed officer of the local government. Governing members may be verified. Also by signing, the individual member certifies that this Application for Exemption from Audit has been prepared consistent with Section 29-1-604, C.R.S., which states that a governmental agency with revenue and expenditures of \$750,000 or less must have an application prepared by an independent accountant with knowledge of governmental accounting; completed to the best of their knowledge and is accurate and true. Use additional pages if needed.

Print the names of ALL members of the governing body below.

A MAJORITY of the members of the governing body must complete and sign in the column below.

1	Full Name	I, <u>Jill Petrykowski</u> , attest that I am a duly elected or appointed board member, and that I have personally reviewed and approved this application for exemption from audit. Signed <u>Jill Petrykowski</u> Date: <u>3/24/2023</u> My term Expires: <u>May 2023</u>
2	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
3	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
4	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
5	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
6	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
7	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____



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## Accountant's Compilation Report

Board of Directors  
Airways Business Center Metropolitan District  
Adams County, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of Airways Business Center Metropolitan District as of and for the year ended December 31, 2022, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form 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 the financial statements included in the accompanying prescribed form.

The Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor, which differ from accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

We are not independent with respect to Airways Business Center Metropolitan District.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP". The signature is written in dark ink and is positioned above the printed name and date.

Greenwood Village, Colorado  
March 16, 2023

**Certificate Of Completion**

Envelope Id: 0B344D313FB44FB4AE61FFC6D107C187	Status: Completed
Subject: Complete with DocuSign: ABCMD - 2022 Audit Exemption (unsigned).pdf	
Client Name: Airways Business Center Metropolitan District	
Client Number: A519207	
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Document Pages: 10	Signatures: 1
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Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	cj.cook@claconnect.com
	IP Address: 50.169.146.162

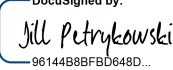
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jill.petrykowski@cbre.com  
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/21/2023 6:02:57 PM
Certified Delivered	Security Checked	3/24/2023 12:12:44 PM
Signing Complete	Security Checked	3/24/2023 12:12:58 PM
Completed	Security Checked	3/24/2023 12:12:58 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact CliftonLarsonAllen LLP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com)

#### **To advise CliftonLarsonAllen LLP of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from CliftonLarsonAllen LLP**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with CliftonLarsonAllen LLP**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

**AIRWAYS BUSINESS CENTER METROPOLITAN DISTRICT**  
**Annual Budget**  
**For the Year Ending December 31, 2024**



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

9/14/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 562,939	\$ 652,334	\$ 678,725	\$ 678,725	\$ 817,082
REVENUES					
Property taxes	199,129	193,164	192,183	192,776	194,079
Specific ownership taxes	14,565	16,521	6,349	16,521	13,586
Interest income	13,932	5,000	21,845	37,000	35,000
Other revenue	1	-	-	-	-
Total revenues	<u>227,627</u>	<u>214,685</u>	<u>220,377</u>	<u>246,297</u>	<u>242,665</u>
Total funds available	<u>790,566</u>	<u>867,019</u>	<u>899,102</u>	<u>925,022</u>	<u>1,059,747</u>
EXPENDITURES					
General and administrative					
Accounting	16,663	23,000	11,030	20,000	23,000
County Treasurer's fee	3,018	2,897	2,891	2,892	2,911
Directors' fees	-	1,500	-	-	1,500
Dues and membership	427	600	408	408	600
Insurance	4,221	4,500	3,905	3,905	4,500
District management	17,493	18,000	9,175	17,000	19,000
Legal	6,713	10,000	4,982	8,500	10,000
Miscellaneous	206	500	35	35	500
Payroll taxes	-	115	-	-	115
Election	2,231	2,000	1,316	2,000	-
Contingency	-	8,688	-	-	8,674
Operations and maintenance					
Engineering	2,270	5,000	-	2,500	5,000
Landscaping	39,342	54,000	15,526	30,000	55,000
Property management	7,800	7,200	4,200	7,200	7,200
Stormwater maintenance	-	15,000	3,627	6,500	15,000
Water	11,457	12,000	2,951	7,000	12,000
Total expenditures	<u>111,841</u>	<u>165,000</u>	<u>60,046</u>	<u>107,940</u>	<u>165,000</u>
Total expenditures and transfers out requiring appropriation	<u>111,841</u>	<u>165,000</u>	<u>60,046</u>	<u>107,940</u>	<u>165,000</u>
ENDING FUND BALANCES	<u>\$ 678,725</u>	<u>\$ 702,019</u>	<u>\$ 839,056</u>	<u>\$ 817,082</u>	<u>\$ 894,747</u>
EMERGENCY RESERVE	\$ 6,900	\$ 6,500	\$ 6,700	\$ 7,400	\$ 7,300
AVAILABLE FOR OPERATIONS	671,825	695,519	832,356	809,682	887,447
TOTAL RESERVE	<u>\$ 678,725</u>	<u>\$ 702,019</u>	<u>\$ 839,056</u>	<u>\$ 817,082</u>	<u>\$ 894,747</u>

No assurance provided. See summary of significant assumption.

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

9/14/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 7/31/2023	ESTIMATED 2023	BUDGET 2024
<b>ASSESSED VALUATION</b>					
Commercial	\$ 17,948,790	\$ 17,948,790	\$ 17,948,790	\$ 17,948,790	\$ 23,525,870
State assessed	80	280	280	280	340
Vacant land	30	30	30	30	280
Personal property	1,797,100	1,367,290	1,367,290	1,367,290	2,350,670
	<u>19,746,000</u>	<u>19,316,390</u>	<u>19,316,390</u>	<u>19,316,390</u>	<u>25,877,160</u>
Adjustments	-	-	-	-	-
Certified Assessed Value	<u>\$ 19,746,000</u>	<u>\$ 19,316,390</u>	<u>\$ 19,316,390</u>	<u>\$ 19,316,390</u>	<u>\$ 25,877,160</u>
<b>MILL LEVY</b>					
General	10.000	10.000	10.000	10.000	7.500
Total mill levy	<u>10.000</u>	<u>10.000</u>	<u>10.000</u>	<u>10.000</u>	<u>7.500</u>
<b>PROPERTY TAXES</b>					
General	\$ 197,460	\$ 193,164	\$ 193,164	\$ 193,164	\$ 194,079
Levied property taxes	197,460	193,164	193,164	193,164	194,079
Adjustments to actual/rounding	(234)	-	(593)	-	-
Refunds and abatements	1,903	-	(388)	(388)	-
Budgeted property taxes	<u>\$ 199,129</u>	<u>\$ 193,164</u>	<u>\$ 192,183</u>	<u>\$ 192,776</u>	<u>\$ 194,079</u>

No assurance provided. See summary of significant assumption.

**AIRWAYS BUSINESS CENTER METROPOLITAN DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District was organized to provide construction, installation, financing and operation of public improvements, including street and safety improvements, water, sanitary sewer, storm drainage, park and recreation facilities, and mosquito control. The District's service area is located entirely within the City of Aurora, Adams County, Colorado.

The District was organized on November 12, 2003. The District's organizational election approved general obligation indebtedness of \$3,678,750 for street and safety improvements, \$925,000 for water supply system, \$2,590,000 for sanitary sewer system, \$50,000 for parks and recreation, \$7,243,750 for refinancing of District debt, and \$625,000 for general operations and maintenance. The election also approved an annual increase in taxes of \$100,000 for general operations and maintenance. Additionally, the election allows the District to collect, spend, and retain revenues beyond limitations, other than ad valorem taxes, without regard to the limitations contained in Article X, Section 20 of the Colorado constitution.

On November 4, 2014, an election approved an annual increase in taxes of \$5,000,000 for District administration, operations, maintenance and capital expenses. Additionally, the election allows the District to collect, spend, and retain revenues beyond limitations, other than ad valorem taxes, without regard to the limitations contained in Article X, Section 20 of the Colorado constitution.

Emergency reserves, required under TABOR have been provided.

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

**Revenues**

**Property Taxes**

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

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

**AIRWAYS BUSINESS CENTER METROPOLITAN DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (continued)**

**Property Taxes (continued)**

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2024, the assessment rate for single family residential property decreases to 6.765% from 6.95%. The rate for multifamily residential property, the newly created subclass, decreases to 6.765% from 6.80%. Agricultural and renewable energy production property remains at 26.4%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 27.90% from 29%.

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7.00% of the property taxes collected by the General Fund.

**Net Investment Income**

Interest earned on the District's available funds has been estimated based on historical interest earnings.

**Expenditures**

**Administrative Expenditures**

Administrative and operating expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance, landscaping and other administrative expenses.

**County Treasurer's Fees**

County Treasurer's fees have been computed at 1.50% of property tax collections.

**Debt and Leases**

The District has no debt nor operating or capital leases.

**Reserves**

**Emergency Reserve**

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending, as defined under TABOR.

**This information is an integral part of the accompanying budget.**

**RESOLUTION NO. 2023-10-\_\_\_\_\_****RESOLUTION TO ADOPT BUDGET AND APPROPRIATE SUMS OF MONEY  
RESOLUTION OF THE BOARD OF DIRECTORS OF AIRWAYS BUSINESS CENTER  
METROPOLITAN DISTRICT, ADAMS COUNTY, COLORADO, PURSUANT TO  
SECTION 29-1-108, C.R.S., SUMMARIZING EXPENDITURES AND REVENUES FOR  
EACH FUND, ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY  
FOR THE BUDGET YEAR 2024**

A. The Board of Directors of Airways Business Center Metropolitan District (the “**District**”) has appointed CliftonLarsonAllen LLP to prepare and submit a proposed budget to said governing body at the proper time.

B. CliftonLarsonAllen LLP has submitted a proposed budget to this governing body for its consideration.

C. Upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on October 10, 2023, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

D. The budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the District.

E. Whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

F. The Board of Directors has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget.

G. It is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF AIRWAYS BUSINESS CENTER METROPOLITAN DISTRICT, ADAMS COUNTY, COLORADO:

1. The budget, as submitted, amended, and summarized by fund, is hereby approved and adopted as the budget of the District for the year stated above.

2. The budget is hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. The sums set forth as the total expenditures of each fund in the budget attached hereto as **Exhibit A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION TO ADOPT  
BUDGET AND APPROPRIATE SUMS OF MONEY]**

RESOLUTION APPROVED AND ADOPTED on October 10, 2023.

**AIRWAYS BUSINESS CENTER  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
President

Attest:

By: \_\_\_\_\_  
Secretary

**EXHIBIT A**

Budget



I, Stephanie Odewumi, hereby certify that I am the duly appointed Secretary of the Airways Business Center Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2024, duly adopted at a meeting of the Board of Directors of the Airways Business Center Metropolitan District held on October 10, 2023.

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Secretary

**RESOLUTION NO. 2023-10-\_\_\_\_**

**RESOLUTION TO SET MILL LEVIES**

**RESOLUTION OF THE AIRWAYS BUSINESS CENTER METROPOLITAN DISTRICT  
LEVYING GENERAL PROPERTY TAXES, PURSUANT TO SECTION 39-1-111,  
C.R.S., FOR THE YEAR 2023, TO HELP DEFRAY THE COSTS OF GOVERNMENT  
FOR THE 2024 BUDGET YEAR**

A. The Board of Directors of the Airways Business Center Metropolitan District (the “**District**”) has adopted an annual budget in accordance with the Local Government Budget Law, on October 10, 2023.

B. The adopted budget is attached as Exhibit A to the Resolution of the Board of Directors of the District to Adopt Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference.

C. The amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget.

D. The amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget.

NOW, THEREFORE, PURSUANT TO SECTIONS 39-1-111(5) and 39-5-128(1), C.R.S., BE IT RESOLVED by the Board of Directors of the Airways Business Center Metropolitan District, Adams County, Colorado, that:

1. For the purpose of meeting all general operating expenses of the District during the 2024 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purpose of meeting all debt retirement expenses of the District during the 2024 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That for the purpose of meeting all contractual obligation expenses of the District during the 2024 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

4. That the Secretary is hereby authorized and directed to immediately certify to the Board of County Commissioners of Adams County, Colorado, the mill levies for the District as set forth in the District’s Certification of Mill Levies, attached hereto as **Exhibit 1** and incorporated herein by reference, recalculated as needed upon receipt of the final certification of

valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE OF RESOLUTION TO SET MILL LEVIES]**

RESOLUTION APPROVED AND ADOPTED on October 10, 2023.

**AIRWAYS BUSINESS CENTER  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
President

Attest:

By: \_\_\_\_\_  
Secretary

**EXHIBIT 1**

Certification of Tax Levies

I, Stephanie Odewumi, hereby certify that I am the duly appointed Secretary of the Airways Business Center Metropolitan District, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2024, duly adopted at a meeting of the Board of Directors of the Airways Business Center Metropolitan District held on October 10, 2023.

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Secretary



## Special Districts Master Services Agreement

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

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

### **Scope of professional services**

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

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

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

### **Board of director responsibilities**

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

### **Responsibilities and limitations related to nonattest services**

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

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

### **Fees and terms**

See the applicable SOW for the fees for the services.

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

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

### **Other Fees**

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

### **Finance charges and collection expenses**

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

### **Limitation of remedies**

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

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

### **Time limitation**

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



**CLA shall be authorized to the following cash access services:**

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

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

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

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

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

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

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

### **Other provisions**

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

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

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 et seq., C.R.S. (“CORA”).

### **Insurance:**

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

- A. Workers’ Compensation Insurance
- B. Commercial General Liability Insurance
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability
- E. Network Security (Cyber) Liability Insurance

#### **F. Excess/Umbrella Liability Coverage**

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

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

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

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

#### **Annual Appropriation and Budget**

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

#### **Governmental Immunity**

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

#### **No Third-Party Beneficiaries**

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained

in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

### **Personal Identifying Information**

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

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

### **Consent to use financial information**

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

### **Technology**

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

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

### **Counterpart Execution**

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

### **Electronic Signatures**

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

### **MSA Modification**

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

### **Termination of MSA**

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

### **Agreement**

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

### **CliftonLarsonAllen LLP**

Jason Carroll  
 Managing Principal of Office  
 303-265-7835  
[jason.carroll@CLAconnect.com](mailto:jason.carroll@CLAconnect.com)

### **Response**

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

**CLA**  
CliftonLarsonAllen LLP

**Client**  
Airways Business Center Metro District

SIGN: \_\_\_\_\_  
Jason Carroll, Managing Principal of Office

SIGN: \_\_\_\_\_  
Jill Petrykowski, President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



# Special Districts Public Management Services Statement of Work

Date: October 6, 2023

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

## **Scope of professional services**

Denise Denslow is responsible for the performance of the engagement and other services identified in this agreement.

## **Scope of Management Services**

CLA will perform the following services for the district:

### **District Board of Directors (“Board”) Meetings**

- Coordination of board meetings
- Meeting attendance: district manager and/or designee will attend board meetings
- Preparation and distribution of agenda and informational materials as requested by the district
- Drafting of meeting minutes as assigned for approval by the board of directors
- Preparation and posting of notices required in conjunction with the meetings

### **Recordkeeping**

- Maintain directory of persons and organizations for correspondence
- Repository of district records and act as custodian of records for purposes of CORA (as that term is defined in the district’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 et seq., C.R.S.)

### **Communications**

- 24/7 answering services
- Website administration; CLA will oversee maintenance of the district's website as needed and requested by the district
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the district

### **General Administration**

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications
- Coordination of insurance policy renewals and updates for approval by the district's board of directors
- In collaboration with district counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district
- Under the direction of the board of directors, supervise project processes and vendors as assigned by the board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the district as directed by the board (CLA itself will not and cannot provide legal services)
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the district
- Coordinate the administration of the district's rules and regulations as requested by the board
- Under the direction of district legal counsel, coordinate election processes for the district; CLA will not serve as the Designated Election Official ("DEO")

### **Accounts Payable Services to be Provided**

- Coordinate review and approval of invoices with district accountant and board to ensure timely payment to vendors

In addition to these services, when, in the professional opinion of the district manager, other services are necessary, the district manager shall recommend the same to the board or perform such services and report to the board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.



## **Fees and terms**

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

<b>Services performed by</b>	<b>Rate per hour</b>
Principal	\$320-\$460
Public Manager	\$190-\$265
Assistant Public Manager	\$150-\$180
Public Management Analyst	\$145-\$170
District Administrator	\$140-\$180
Records Retention Professional	\$110-\$155

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

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

### **Municipal advisors**

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

### **Agreement**

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

**CliftonLarsonAllen LLP**

Denise Denslow  
Principal  
303-265-7910  
denise.denslow@CLAconnect.com

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**Response**

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

**CLA**  
CliftonLarsonAllen LLP

**Client**  
Airways Business Center Metro District

SIGN: \_\_\_\_\_  
Denise Denslow, Principal

SIGN: \_\_\_\_\_  
Jill Petrykowski, President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



# Special Districts Payroll Services Statement of Work

Date: October 6, 2023

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

## Scope of payroll services

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

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

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

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

### **Our responsibility to you and limitations of the payroll services**

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

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

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

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

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

### **Your responsibilities**

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

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

Specifically, your responsibilities include:

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

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

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

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

## **Fees and terms**

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

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

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

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

billed.

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

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

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

#### **Tax examinations**

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

#### **Record retention**

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

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

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

### **Tax consulting services**

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

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

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

### **Legal compliance**

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

### **Agreement**

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

**CliftonLarsonAllen LLP**



Jason Carroll  
Managing Principal of Office  
303-265-7835  
jason.carroll@CLAconnect.com

Page 6 of 6

**Response**

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

**CLA**  
CliftonLarsonAllen LLP

**Client**  
Airways Business Center Metro District

SIGN:

\_\_\_\_\_  
Jason Carroll, Managing Principal of Office

SIGN:

\_\_\_\_\_  
Jill Petrykowski, President

DATE:

DATE:



## Special Districts Preparation Statement of Work

Date: October 6, 2023

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

### **Scope of professional services**

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

### **Ongoing normal accounting services:**

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

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

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

### **Compilation services**

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

### **Preparation services - financial statements**

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

### **Preparation services - annual**

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

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

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

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

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

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

**Engagement objectives and our responsibilities**

The objectives of our engagement are to:

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

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

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

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

#### **Engagement procedures and limitations**

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

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

#### **Our report**

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

purpose.

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

### **No assurance statements**

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

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: “No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances – governmental funds have been omitted if applicable, For business type activities, the Statement of Cash Flows has been omitted”.

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

### **Management responsibilities**

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

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

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

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



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

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

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

### **Fees and terms**

Billed from 8/1/2024 through

Page 8 of 8

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

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

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

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

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

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

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

statements should not be relied on or distributed.

**Municipal advisors**

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

**Agreement**

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

**CliftonLarsonAllen LLP**

Jason Carroll  
Managing Principal of Office  
303-265-7835  
jason.carroll@CLAconnect.com

**Response**

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

**CLA**  
CliftonLarsonAllen LLP

**Client**  
Airways Business Center Metro District

SIGN:

---

Jason Carroll, Managing Principal of Office

DATE:

SIGN:

---

John Doe

DATE:



January 25, 2023

Airways Business Center Metro District  
C/O CliftonLarsonAllen LLP  
8390 E Crescent Parkway, Ste 300  
Greenwood Village, CO 80111  
Re: 2023 Landscape Season – Airways Business Center

In order to begin our Schedule of Operations, Martinson Snow Removal Inc. DBA Martinson Services is in the process of determining which contracts will be in place for the 2022 landscape season. Please let us know as soon as possible whether your company plans to continue our services.

We ask that you review in detail the attached price sheet for services. **Please note that due to increases in labor and materials across our industry, your contract rate may have increased.** Over the past several years, our labor cost has almost doubled; as we priced out materials such as fertilizer, chemical and irrigation supplies for 2023, we've found that we will be facing a 30-40% increase in cost. We are evaluating each property for our customers and will do everything that we can to keep increases to a minimum. Please reach out to Doug if you would like to further discuss your rate.

Please select one of the options below:

Yes. We would like to continue landscape services with Martinson Services. Please send us a contract. If you completed a contract last year, it will automatically renew when you sign in the space provided. If you would like a new contract, please let us know.

Yes, please renew our contract that was in place last:

DocuSigned by:  
**Signature** Jill Petrykowski **Date** 1/30/2023  
90144B6BFBD048D...

No. We will not be continuing landscaping services with Martinson Services.

This would also be a great opportunity for you to let us know of any changes or additional services that you will require for the upcoming season. Finally, we would like to thank you for allowing us to service your property in the past. We are committed in providing you with exceptional service at all times.

Please mail the signed letter to the address listed below or email it to [lpatrik@martinsonservices.com](mailto:lpatrik@martinsonservices.com).

If you have any questions, you reach the office at (303) 424-3708.

Sincerely,

Doug Ferguson, Landscape Director



8640 Welby Road  
 Thornton, CO 80229  
 303-424-3708, fax 303-424-9213  
 martinsonservices.com

## **CLA (CliftonLarsonAllen LLP)**

### **SCHEDULE "A" BASIC SERVICES 2023**

<b>GROWING SEASON</b>		<b>FREQUENCY</b>	
MOWING SERVICES	26	APRIL-OCT	
EDGING	8	APRIL-OCT	
LITTER PICK UP LANDSCAPE AREAS -MOW SEASON	26	APRIL-OCT	
TURF AERATION	2	MAY	
SPRING LANDSCAPE CLEAN-UP	1	APRIL	
SHRUB PRUNING	2	JUNE & SEPT	
AERATION	2	MAY	
HAND PULL WEED CONTROL BEDS & HARDSCAPE	26	APRIL-OCT	
SPRAY WEED CONTROL BEDS & HARDSCAPE	8	APRIL-OCT	
PRE-EMERGENT APPLICATION LANDSCAPE BEDS	1	MAY	
TURF FERTILIZATION	3	MAY-JUNE-AUG	
BROADLEAF WEED CONTROL TURF AREAS	3	MAY,JUNE,AUG	
IRRIGATION SYSTEM ACTIVATION	1	MARCH	
IRRIGATION SYSTEM CHECK	26	APRIL-OCT	
IRRIGATION SYSTEM WINTERIZATION	1	OCT	
FALL LEAF CLEAN-UP	1	OCT	
WINTER POLICING	5	NOV-MAR	
SITE INSPECTIONS	52	JAN-DEC	
MONTHLY PAYMENT-	12	\$1,938.00	
2023 TOTAL CONTRACT PRICE		\$23,256.00	

### **SCHEDULE "B" OPTIONAL SERVICES**

IRRIGATION REPAIRS		T&M	\$75/hour
NATIVE MOWING	1	PER MOW	\$420
SOIL INJECTIONS FOR TREE INSECTS AND BORES	1	SPRING	PER BID
DEEP ROOT FEED TREES	1	SPRING	PER BID
CLASS ONE PRUNE OF ALL TREES	1		PER BID



8640 Welby Road  
 Thornton, CO 80229  
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 martinsonservices.com

## CLA (CliftonLarsonAllen LLP)

### SCHEDULE "A" BASIC SERVICES 2024

GROWING SEASON		FREQUENCY	
MOWING SERVICES	26	APRIL-OCT	
EDGING	8	APRIL-OCT	
LITTER PICK UP LANDSCAPE AREAS -MOW SEASON	26	APRIL-OCT	
TURF AERATION	2	MAY	
SPRING LANDSCAPE CLEAN-UP	1	APRIL	
SHRUB PRUNING	2	JUNE & SEPT	
AERATION	2	MAY	
HAND PULL WEED CONTROL BEDS & HARDSCAPE	26	APRIL-OCT	
SPRAY WEED CONTROL BEDS & HARDSCAPE	8	APRIL-OCT	
PRE-EMERGENT APPLICATION LANDSCAPE BEDS	1	MAY	
TURF FERTILIZATION	3	MAY-JUNE-AUG	
BROADLEAF WEED CONTROL TURF AREAS	3	MAY, JUNE, AUG	
IRRIGATION SYSTEM ACTIVATION	1	MARCH	
IRRIGATION SYSTEM CHECK	26	APRIL-OCT	
IRRIGATION SYSTEM WINTERIZATION	1	OCT	
FALL LEAF CLEAN-UP	1	OCT	
WINTER POLICING	5	NOV-MAR	
SITE INSPECTIONS	52	JAN-DEC	
MONTHLY PAYMENT-	12	\$1,996.00	
2024 TOTAL CONTRACT PRICE		\$23,952.00	
SCHEDULE "B" OPTIONAL SERVICES			
IRRIGATION REPAIRS		T&M	\$75/hour
NATIVE MOWING	1	PER MOW	\$500
SOIL INJECTIONS FOR TREE INSECTS AND BORES	1	SPRING	PER BID
DEEP ROOT FEED TREES	1	SPRING	PER BID
CLASS ONE PRUNE OF ALL TREES	1		PER BID

**RESOLUTION NO. 2023-10-\_\_\_\_\_**  
**AIRWAYS BUSINESS CENTER METROPOLITAN DISTRICT**  
**AMENDING POLICY ON COLORADO OPEN RECORDS ACT REQUESTS**

A. On October 28, 2014, Airways Business Center Metropolitan District (the “**District**”) adopted Resolution No. 2014-06-03 Regarding Colorado Open Records Act Requests, as amended (the “**Resolution**”), in which the District adopted a policy related to Colorado Open Records Act Requests (the “**Policy**”).

B. In 2023, the Colorado General Assembly enacted Senate Bill 23-286, which provided for certain changes in the law related to Colorado Open Records Act Requests

C. The District desires to amend the Policy due to the legislative changes set forth in Senate Bill 23-286.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Airways Business Center Metropolitan District, Adams County, Colorado:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Resolution.

2. Amendments to Policy. The Policy is hereby amended as follows:

(a) Amendment to Section 4 of the Resolution. Section 4 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“4. Within the period specified in Section 24-72-203(3)(a), C.R.S., as amended from time to time, the Official Custodian shall notify the record requester that a copy of the record is available, but will only be sent to the requester once the custodian either receives payment or makes arrangements for receiving payment for all costs associated with records transmission and for all other fees lawfully allowed, unless recovery of all or any portion of such costs or fees has been waived by the Official Custodian, or where prohibited or limited by law. Upon either receiving such payment or making arrangements to receive such payment at a later date, the Official Custodian shall provide the record(s) to the requester as soon as practicable, but no more than three (3) business days after receipt of, or making arrangements to receive, such payment.”

(b) Amendment to Section 5 of the Resolution. Section 5 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“5. The Official Custodian shall not charge a per-page fee for providing records in a digital or electronic format.”

(c) Amendment to Section 8 of the Resolution. Section 8 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:



“8. All requests for copies or inspection of public records of the District shall be submitted to the Official Custodian in writing. Such requests shall be delivered by the Official Custodian to the District’s legal counsel for review and legal advice regarding the lawful availability of records requested and related matters, including without limitation, whether to deny inspection or production of certain records or information for reasons set forth in Sections 24-72-204(2) and (3), C.R.S., as amended from time to time. The District may, from time to time, designate specific records for which written requests are not required and with respect to which review by legal counsel is not required; i.e., service plans, rules and regulations, minutes, etc. Such designations shall occur in the minutes of the meetings of the District.”

3. Except as expressly set forth herein, the Resolution continues to be effective without modification.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION NO. 2023-10-\_\_\_\_]**

RESOLUTION APPROVED AND ADOPTED ON OCTOBER 10, 2023.

**AIRWAYS BUSINESS CENTER  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary